SUBJECT: RFID TECHNOLOGY INTEGRATION IN JSO PROPERTY AND EVIDENCE WAREHOUSE AND IN JSOPE SOFTWARE

BID #: XF-0367-19 **OPEN DATE: 02/27/2019**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: One-Time Purchase

AGENCY: Jacksonville Sheriff's Office

BASIS OF AWARD: All or none, to the lowest responsive, responsible bidder

NUMBER OF BIDS INVITED: 16 **NUMBER RECEIVED:** 5 **OTHER:** 2

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

Recommend approval of award to C&A Associates, Inc. as the lowest responsive, responsible bidder for the purchase of RFID Technology Integration in JSO Property and Evidence Warehouse and in JSOPE Software. Total expenditure amount not to exceed $215,468.00

Funding for this award to be encumbered by account SHPO1F7DOJ-06429, to be executed by purchase order.

PADTRAX RFID License Agreement and Maintenance Agreement to be processed through the Office of General Counsel.

Attachments: Recommendation Memo, Tabulation, Terms and Conditions, License and Maintenance Agreement Drafts

Analyst: _____
TARYN MANSER

RESPECTFULLY SUBMITTED: _____
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: TONY DAVIS, DIRECTOR OF POLICE SERVICES

(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 _____

Jacksonville Sheriff's Office

Duval County, Florida

Mike Williams, Sheriff

501 E. Bay Street
Jacksonville, FL 32202

To: Gregory Pease
Chief of Procurement

Thru: Bill Clement, CPA
Chief of Budget

From: Tony Davis
Director of Police Services

Subject: XF-0367-19 RFID Technology Integration in JSO Property and Evidence Warehouse and in JSOPE Software

Date: March 11, 2019

We are recommending approval of award to the lowest responsive, responsible bidder C&A Associates, Inc., in the not to exceed expenditure amount of $215,468.00, for XF-0367-19 RFID Technology Integration in JSO Property and Evidence Warehouse and in JSOPE Software. The funding source is SHPO1F7DOJ – 06429. We are requesting that the PADTRAX RFID License Agreement and the Maintenance Agreement be processed through the Office of General Counsel.

Please let me know if you require any additional information. Thank you for your assistance.

Title: RFID Technology Integration in JSO Property and Evidence Warehouse and in JSOPE Software BID NO.: XF-0367-19 OPEN DATE: February 27, 2019 at 2:00 P.M. ANALYST: Taryn Manser No. Invited: (16) No. Received (5) No Bids: (2) Recorded By: Renata Barnett Announcer: Doug Nelson		C&A Associates, Inc.		Metrc LLC	
Description	QTY	UNIT COST	Extended TOTAL	UNIT COST	Extended TOTAL
GROUP 1 - SYSTEM PRICING - SOFTWARE & LICENSES					
Line Item #1 Software System Cost – Complete system that includes: Sections 1, 2 & 4	1	$22,000.00	$22,000.00	$44,000.00	$44,000.00
TOTAL GROUP 1:		$22,000.00		$44,000.00	
GROUP 2: SYSTEM PRICING - HARDWARE					
Line Item #1 Fixed RFID Readers (coverage area 98" x 55") for a complete turn-key solution. Section 3.I & 7.	5	$2,850.00	$14,250.00	$2,400.00	$12,000.00
Line Item #2 Fixed RFID Readers (coverage area 125" x 105") for a complete turn-key solution. Section 3.I & 7.	3	$2,850.00	$8,550.00	$2,400.00	$7,200.00
Line Item #3 Fixed RFID Readers (coverage area 100" x 100") for a complete turn-key solution. Section 3.I & 7.	2	$2,850.00	$5,700.00	$2,400.00	$4,800.00
Line Item #4 Fixed RFID Readers (coverage area 85" x 75") for a complete turn-key solution. Sections 3.I & 7.	5	$2,850.00	$14,250.00	$2,400.00	$12,000.00
Line Item #5 Desktop RFID Readers. Section 3.II.	15	$425.00	$6,375.00	$1,200.00	$18,000.00
Line Item #6 Label Printers for RFID Labels. Section 3.III.	10	$1,925.00	$19,250.00	$4,000.00	$40,000.00
Line Item #7 Handheld Computer/RFID Scanner and Barcode Scanners. Sections 3.IV & 5.	9	$1,650.00	$14,850.00	$3,900.00	$35,100.00
Line Item #8 Charging Cradles for Handheld Computer/Scanners in Line Item 7. Section 3.IV.	9	$27.00	$243.00	$328.00	$2,952.00

C + A Associates (contd.) Metro LLC (cont'd)

Line Item #9 Labels. Section 3.V.	500,000	$0.18	$90,000.00	$0.15	$75,000.00
TOTAL GROUP 2:		$173,468.00		$207,052.00	
GROUP 3: SYSTEM PRICING - INTERFACES, IMPLEMENTATION & TRAINING					
Line Item #1 Interfaces. Section 6.	1	$5,000.00	$5,000.00	$10,000.00	$10,000.00
Line Item #2 Implementation & Project Management. Section 8.	1	$7,500.00	$7,500.00	$0.00	$0.00
Line Item #3 Installation and Onsite Integration Testing. Section 3.I.B, 3.I.D, 3.I.E.	1	$7,500.00	$7,500.00	$3,500.00	$3,500.00
Line Item #4 Support, Maintenance & Upgrades (Year 1). Section 9.	1	$0.00	$0.00	$5,600.00	$5,600.00
Line Item #5 Training. Section 10.	1	$0.00	$0.00	$0.00	$0.00
TOTAL GROUP 3:		$20,000.00		$19,100.00	
LUMP SUM TOTAL FOR GROUPS 1, 2 and 3		**$215,468.00**		**$270,152.00**	
Optional: Ongoing Support, Maintenance & Hardware Warranty (This optional offering WILL NOT be considered in the Bid Tabulation for purposes of award.)		$21,085.00		$6,500.00	
TERMS:		Not Stated		Not Stated	
DELIVERY:		60 Business Days		Not Stated	
CONFLICT OF INTEREST:		Yes		Yes	
ACKNOWLEDGEMENT OF ADDENDUMS (3):		Yes		No, but not required	
NOTES:					

Title: RFID Technology Integration in JSO Property and Evidence Warehouse and in JSOPE Software BID NO.: XF-0367-19 OPEN DATE: February 27, 2019 at 2:00 P.M. ANALYST: Taryn Manser No. Invited: (16) No. Received (5) No Bids: (2) Recorded By: Renata Barnett Announcer: Doug Nelson		BMEL Business Solutions		Barcodes, Inc.		G2 ID Source, Inc.	
Description	QTY	UNIT COST	Extended TOTAL	UNIT COST	Extended TOTAL	UNIT COST	Extended TOTAL
GROUP 1 - SYSTEM PRICING - SOFTWARE & LICENSES							
Line Item #1 Software System Cost – Complete system that includes: Sections 1, 2 & 4	1	$30,000.00	$30,000.00	$78,000.00	$78,000.00	$117,000.00	$117,000.00
TOTAL GROUP 1:		$30,000.00		$78,000.00		$117,000.00	
GROUP 2: SYSTEM PRICING - HARDWARE							
Line Item #1 Fixed RFID Readers (coverage area 98" x 55") for a complete turn-key solution. Section 3.I & 7.	5	$1,695.00	$8,475.00	$1,377.00	$6,885.00	$1,673.20	$8,366.00
Line Item #2 Fixed RFID Readers (coverage area 125" x 105") for a complete turn-key solution. Section 3.I & 7.	3	$1,695.00	$5,085.00	$1,377.00	$4,131.00	$1,673.20	$5,019.60
Line Item #3 Fixed RFID Readers (coverage area 100" x 100") for a complete turn-key solution. Section 3.I & 7.	2	$1,695.00	$3,390.00	$1,377.00	$2,754.00	$1,673.20	$3,346.40
Line Item #4 Fixed RFID Readers (coverage area 85" x 75") for a complete turn-key solution. Sections 3.I & 7.	5	$1,695.00	$8,475.00	$1,377.00	$6,885.00	$1,673.20	$8,366.00
Line Item #5 Desktop RFID Readers. Section 3.II.	15	$1,250.00	$18,750.00	$1,115.00	$16,725.00	$1,062.99	$15,944.85
Line Item #6 Label Printers for RFID Labels. Section 3.III.	10	$1,740.00	$17,400.00	$2,854.10	$28,541.00	$1,983.00	$19,830.00
Line Item #7 Handheld Computer/RFID Scanner and Barcode Scanners. Sections 3.IV & 5.	9	$2,650.00	$23,850.00	$3,122.00	$28,098.00	$2,112.36	$19,011.24
Line Item #8 Charging Cradles for Handheld Computer/Scanners in Line Item 7. Section 3.IV.	9	$185.00	$1,665.00	$0.00	$0.00	$192.96	$1,736.64
Line Item #9 Labels. Section 3.V.	500,000	$0.10	$50,000.00	?	$86,172.00	$0.10	$50,000.00
TOTAL GROUP 2:		$137,090.00		$180,191.00		$131,620.73	
GROUP 3: SYSTEM PRICING - INTERFACES, IMPLEMENTATION & TRAINING							
Line Item #1 Interfaces. Section 6.	1	$9,500.00	$9,500.00	$8,000.00	$8,000.00	$9,750.00	$9,750.00

Title: RFID Technology Integration in JSO Property and Evidence Warehouse and in JSOPE Software BID NO.: XF-0367-19 OPEN DATE: February 27, 2019 at 2:00 P.M. ANALYST: Taryn Manser No. Invited: (16) No. Received (5) No Bids: (2) Recorded By: Renata Barnett Announcer: Doug Nelson		BMEL Business Solutions		Barcodes, Inc.		G2 ID Source, Inc.	
Description	QTY	UNIT COST	Extended TOTAL	UNIT COST	Extended TOTAL	UNIT COST	Extended TOTAL
Line Item #2 Implementation & Project Management. Section 8.	1	$4,500.00	$4,500.00	$25,000.00	$25,000.00	$52,000.00	$52,000.00
Line Item #3 Installation and Onsite Integration Testing. Section 3.I.B, 3.I.D, 3.I.E.	1	$24,500.00	$24,500.00	$18,500.00	$18,500.00	$9,750.00	$9,750.00
Line Item #4 Support, Maintenance & Upgrades (Year 1). Section 9.	1	$14,560.00	$14,560.00	$5,500.00	$5,500.00	$9,750.00	$9,750.00
Line Item #5 Training. Section 10.	1	$3,500.00	$3,500.00	$5,000.00	$5,000.00	$9,750.00	$9,750.00
TOTAL GROUP 3:		$56,560.00		$62,000.00		$91,000.00	
LUMP SUM TOTAL FOR GROUPS 1, 2 and 3		$223,650.00		$320,191.00		$339,620.73	
Optional: Ongoing Support, Maintenance & Hardware Warranty (This optional offering WILL NOT be considered in the Bid Tabulation for purposes of award.)		Not Stated		$17,072.00		$250.00	
TERMS:		Not Stated		Not Stated		2%/ 10 Days	
DELIVERY:		Not Stated		5 Business Days		30 Business Days	
CONFLICT OF INTEREST:		Yes		Yes		Yes	
ACKNOWLEDGEMENT OF ADDENDUMS (3):		No, but not required		Yes		Yes	

TERMS AND CONDITIONS
RFID TECHNOLOGY INTEGRATION IN JSO PROPERTY AND EVIDENCE WAREHOUSE AND IN JSOPE SOFTWARE

1. SCOPE

The City of Jacksonville, Sheriff's Office, is currently accepting bids to obtain source(s) of supply for the item(s) / service(s) as outlined in the bid documents provided. The purpose of this bid invitation is to obtain information about your firm and its ability to provide these item(s) / service(s) and to obtain pricing commitments for RFID Technology Integration into the JSO Property and Evidence Warehouse and into the existing JSOPE software as listed in the bid documents to include warranty as specified.

2. AWARD

Award will be **ALL OR NONE** to the lowest responsive, responsible bidder. Bidders must bid on all items in all groups to be considered for award. The City reserves the right to reject any or all bids. ALL awards are subject to the availability of funds.

3. TERM OF AGREEMENT

One time purchase.

4. PRE-BID CONFERENCE

Not Applicable.

5. REQUIREMENTS

Vendor **MUST** be an authorized dealer/reseller/distributor of equipment/software.

Vendor **MUST** provide a minimum of 2 (two) references for successful completion of similar projects in similar size organizations. **Submit proof with bid submittal**. Proof may be in letter form or it may be listed in spreadsheet format as long as the information contains project details, customer name and contact information.

Criminal Justice Information Services (CJIS) - Vendor Technicians **MUST** be eligible to be CJIS certified.

6. STATE CONTRACTS

The City reserves the right to utilize contracts established by the State of Florida and or other governmental agencies for item(s)/service(s) covered under this bid. The city reserves the right to cancel this contract in whole or in part for such item(s)/service(s).

7. QUANTITIES

Quantities indicated are fixed.

8. DELIVERY

Delivery and Installation will be made to the Jacksonville Sheriff's Office Property and Evidence Warehouse, 829 Haines St., Jacksonville, FL 32206. **All deliveries must be scheduled a minimum of one business day in advance.** Deliveries must be coordinated with Chris Burns, Inventory Clerk, 904-630-7426. A packing list shall accompany all shipments, which shall indicate, at a minimum, the following; purchase order number, item number and description, date of shipment, quantity ordered and shipped, unit prices, and unit of measure.

9. ESCALATION/DE-ESCALATION

All pricing submitted shall remain firm for the initial term period. Upon renewal (if applicable), a supplier may submit in writing a request for price escalation/de-escalation for the percentage of change as listed in the Consumer Pricing Index (CPI) and/or documentation notifying of an industry wide increase. The City reserves the right to decline any price increase request.

10. PRICES

All unit prices shall include travel expenses, per diems, freight, delivery and handling charges to the delivery locations as outlined in the bid documents.

11. PICK UP AND RETURNS

The City reserves the right to return an order in whole or in part if the merchandise is not in compliance with the bid specifications. The City or its agencies will determine compliance with bid specifications. Pick up and returns will be made within 48 hours of notification at no charge to the City or its agencies.

12. COMPLIANCE WITH SPECIFICATIONS

The bidder, by affixing their signature to the bid form submitted, agrees to provide item(s)/service(s) in accordance with the bid documents provided. Bid only a single offering for each bid item. Multiple offerings, alternates (unless stated) and or stipulations may be cause for bid rejection. Bid only on forms provided herein unless otherwise stated. Bid submissions shall be in ink or typewritten. All corrections must be initialed.

13. INVOICING

Invoices will be issued once supplies/services are delivered and/or rendered to the City of Jacksonville or its agencies. At a minimum, invoices must include; purchase order number or contract number, item number and description, date of shipment, quantity ordered and shipped, unit prices, unit of measure, and extended totals. Payment terms are Net 30 days. All original invoices shall be submitted to: City of Jacksonville, General Accounting Division, 117 West Duval Street, Suite 375, Jacksonville, Florida 32202.

14. INSURANCE/INDEMNIFICATION

Each supplier shall maintain, for the entire term of this bid, current insurance coverage as stated in the bid documents. All insurance certificates shall list the City of Jacksonville as an additional insured. Bid number should be listed on certificate.

15. REPORTING

The City may request, during the term of this bid, reports including but not limited to; usage, pricing, and delivery. Suppliers will be required to provide reports requested in hard copy and electronic format as required.

16. SUPPLIER ACCESSIBILITY

The City or its representative must be able to contact, during normal business hours, by telephone or email any supplier providing goods or services to the City or its agencies. Any supplier accessibility requirements outlined in the specifications supersede this section.

MAINTENANCE AGREEMENT DETAILS VIEW	CAA3132019-1-ATTACHMENT "A" FOR CITY OF JACKSONVILLE - 214 N. HOGAN ST. AT CITY OF JACKSONVILLE

Site

Customer: CITY OF JACKSONVILLE - 214 N. HOGAN ST.
Site: CITY OF JACKSONVILLE
CITY OF JACKSONVILLE SHERIFF'S OFFICE

Primary Contact: CITY OF JACKSONVILLE - 214 N. HOGAN ST.

Contract

Contract: 4/1/2019 - 3/31/2020 (1 Year)

Sold By: MATT MOSS

Maintenance Agreement Instructions: ANNUAL PADtrax RFID HARDWARE MAINTENANCE AGREEMENT

- (15) FIXED RFID READERS
- (15) DESKTOP RFID READERS
- (10) RFID LABEL PRINTERS
- (9) HANDHELD COMPUTER/RFID SCANNER & BARCODE SCANNERS
- (9) CHARGING CRADLES FOR HANDHELD COMPUTER/SCANNERS

_____
CITY OF JACKSONVILLE, SHERIFF'S OFFICE

_____
DATE

_____
C&A ASSOCIATES, INC

_____
DATE

C & A Associates, Inc.

1814 S. Range Road, Suite A
Denham Springs, LA 70726

Phone: (225) 791-7797
Fax: (225) 791-7820

www.imagechex.com

This Maintenance Service Agreement ("Agreement") is between City of Jacksonville, Sheriff's Office ("Customer"), whose address is 1st Floor, ED Ball Building, 214 N. Hogan St., Room #10, Jacksonville, FL 32202 and C&A Associates, Inc., ("C&A"), whose address is 1814 South Range Ave. Denham Springs, LA 70726.

Initial_____|_____

WHEREAS C&A desires to provide certain maintenance and repair services, and the Customer desires to retain C&A for the provision of such services, all as provided below;

NOW, THEREFORE, the parties agree to the following terms and conditions in exchange for their mutual promises and covenants.

1. SERVICES

C&A will provide labor and all parts necessary to maintain the equipment described in *Attachment A*, subject to the limitations provided below under the Section titled "Excluded Equipment", in proper operating condition as a result of normal wear and usage. C&A will use all reasonable efforts to respond quickly to all service requests and will be performed during C&A's regular business hours. The Customer may request service outside of C&A's regular business hours, but C&A will charge at its then current hourly rate for such services.

2. INITIAL MAINTENANCE AND TESTING

C&A will provide an initial maintenance and testing inspection of the equipment at a time mutually agreeable to C&A and the Customer as soon as possible after signing the initial Agreement. If any repairs are required to bring the equipment into proper working order, the Customer will pay C&A its current hourly rates and parts cost for such repair work. If the Customer refuses to pay C&A its current hourly rate to bring the equipment into proper working order pursuant to the preceding sentence, C&A may terminate this Agreement and collect from the Customer C&A's current hourly rate for the initial maintenance and testing inspection of the equipment already completed.

Should the customer request that equipment be placed under the existing annual maintenance contract the following conditions must be met. First, the equipment must be inspected and approved by C&A personnel. Second, if the equipment has been in storage less than six months, it can be added to the contract after inspection and approval from C&A. If the equipment has been in storage for six (6) months or purchased from another financial institution, C&A will place the equipment under a Time and Material contract for a minimum of six (6) months before it can be added to the maintenance contract.

3. PERIODIC INSPECTION

C&A will perform a preventative maintenance inspection and testing of equipment on a recurring cycle as defined on *Attachment A*. All necessary parts and labor to repair the equipment discovered during the periodic maintenance and testing not listed on *Attachment A*, will be provided by C&A at no additional charge under this agreement, except as provided above for the initial maintenance and testing or as defined elsewhere in this agreement.

4. PRICING

The Customer will pay C&A the period charge of $dollar amount as stated on *Attachment A* plus any applicable taxes and/or fees.

Payment of all invoices shall be due upon receipt. All invoices shall be paid to C&A at the address provided above, unless the Customer is notified of another name and/or address to which to make payment. All balances outstanding thirty (30) days after the issuance of an invoice shall bear interest at a rate of eighteen percent (18%) per annum, compounded monthly.

The Customer may add additional equipment to this agreement at the then prevailing monthly or annual maintenance charge for such additional equipment.

5. TERM

The duration of this Agreement shall be as stated on *Attachment A*. This Agreement shall be automatically renewed for a successive Term after the initial Term, unless either party elects to terminate this agreement by providing written notice to the other party at least thirty (90) days prior to the expiration of the initial or any subsequent Term. If the Customer does not notify C&A prior to ninety (90) days of maturity, this agreement will **automatically renew and become a binding contract for another Term.**

6. EARLY TERMINATION

The customer may cancel this agreement within 90 days of the initial start date without penalty but must pay for the initial 90-day period. After the initial 90-day period, if the customer elects to terminate this agreement early, the customer must pay C&A 50% of the remaining contract Term.

7. EXCLUDED ITEMS

The following conditions are not included in the period amount set forth above, and will be charged to the Customer as a separate expense and where applicable at C&A's then prevailing hourly rate:

A. All parts and labor for repair to any equipment not listed on *Attachment A*.

B. All parts and labor for hardware and/or software upgrades not listed on *Attachment A*.

C. All parts and labor for repair to any equipment that has been subjected to abuse, neglect or as described in Section 15 below.

D. Parts identified as consumables including but not limited to coin pads, feed rollers and cleaning supplies are not included in this agreement unless defined on *Attachment A*.

In the event the cost to repair covered equipment exceeds the actual cash value of the equipment covered, or if the unit is deemed not repairable, or has exceeded its life expectancy, C&A Associates reserves the right to not repair the equipment. The customer may choose to keep and repair equipment, but it will become covered under Time & Material.

8. EQUIPMENT ON LOAN

C&A, from time to time, may loan the Customer equipment that belongs to C&A ("Loaner Equipment") and install Loaner Equipment for the Customer so that the Customers normal process remains operational while components are being repaired or replaced.

C&A provides Loaner Equipment as a gratuitous benefit to Customers when C&A is reasonably able to do so, and the Customer has no right to or expectation of receiving Loaner Equipment.

While within the Customer's possession Loaner Equipment is subject to the terms and conditions set forth in this agreement.

9. INCREASES IN SERVICE FEES

C&A may increase pricing set forth above after the initial twelve (12) month term of this Agreement by providing the Customer written notice of such rate increase at least forty-five (45) days prior to the first month for which such increased rate shall be effective. The Customer shall have the right to cancel this Agreement if it finds the new rate unacceptable by notifying C&A in writing of the Customer's intention to cancel the Agreement at least thirty (30) days prior to the first month for which the increased rate will be effective. **No one increase will be no more than 5%**

10. DEFAULT OR TERMINATION

In the event (i) Customer fails to pay any amount due, (ii) Customer fails to comply with any of the terms or conditions hereof, (iii) Customer makes an assignment for the benefit of creditors, (iv) an order for relief is entered against Customer under any bankruptcy proceeding, (v) a receiver or trustee is appointed for all or substantially all of the assets of Customer, (vi) there is a dissolution or termination of the existence of Customer, or (vii) unauthorized personnel make any changes to, repair, or replace any portion of the equipment. C&A may in addition to any other remedies that are available, terminate all services subscribed for under this Agreement, relieving C&A of any obligation to provide any services under this Agreement.

11. C&A IS NOT AN INSURER; LIMITATION OF LIABILITY

The Customer understands and agrees that C&A is not an insurer, and that insurance, if any, covering personal injury and property loss or damage to, or resulting from the equipment shall be obtained by Customer; that the payments provided herein are based solely on the value of the maintenance and repair services to be performed and are unrelated to the value of the equipment.

C&A makes no guarantee or warranty and will not be held liable for any incidental, indirect, special or consequential damages including but not limited to loss of use, revenues, profits or savings.

12. ASSIGNMENT BY CUSTOMER

This Agreement may not be assigned by the Customer without the written consent of C&A. The Customer acknowledges that the sale or transfer of the Customer's premises or the equipment shall not relieve the Customer of its duties and obligations under this Agreement unless C&A agrees to release the Customer from such duties and obligations.

13. ASSIGNMENT OR SUB-CONTRACTING BY C&A

C&A shall have the right to assign this Agreement in whole or in part to any other person, firm, or corporation and shall have the further right to sub-contract any maintenance, repair, or other services that it is obligated to perform under or in connection with this Agreement. The Customer acknowledges that this Agreement is applicable to any assignees and/or sub-contractors of C&A.

14. VENUE; WAIVER OF JURY TRIAL

The parties agree that venue shall lie in Livingston Parish Louisiana should litigation arise under any provision of this Agreement. By entering into this Agreement, C&A and Customer agree that neither C&A nor Customer, nor any assignee, successor, heir, or legal representative of C&A or Customer (all of whom are hereinafter referred to as the "Parties") shall seek a jury trial in any lawsuit, proceeding,

counterclaim, or any other litigation or other dispute resolution procedure based upon or arising out of this Agreement, any related agreement or instrument, the dealings or the relationship between or among the Parties, or any action in which a jury trial has been waived. The provisions of this Section have been fully negotiated by the Parties and shall be subject to no exceptions.

C&A has in no way agreed with or represented to any of the other Parties that the provisions of this Section will not be fully enforced in all instances. Customer's agreement in this Section is a material part of the consideration to C&A in making this Agreement.

This agreement shall be governed under the laws of the state of Louisiana without regard to its choice of law rules.

15. EVENTS BEYOND THE CONTROL OF C&A

C&A assumes no liability for delay or for interruption of any services to be provided under or in connection with this Agreement due to strikes, riots, floods, storms, earthquakes, fire, power failures, insurrection, interruption or unavailability of electrical service, act of God, or for any other cause beyond the control of C&A, and will not be required to provide services to the Customer while interruption of services due to any such cause may continue.

C&A assumes no liability for delay of service due to non-cooperation of the Customer or its agents in providing access to the area of its premises necessary to maintain or repair the Equipment.

16. HEADINGS

Section titles used in this Agreement are for reference only and are not to be construed as governing the construction of the provisions of this Agreement.

17. ENTIRE AGREEMENT; MODIFICATIONS; WAIVER

This written Agreement is intended by the Parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof. This Agreement supersedes all prior representations, understandings, or agreements of the Parties, written or oral, and shall constitute the sole terms or conditions of the sale of services. This Agreement can be modified only in writing, signed by the Parties or duly authorized agent. No waiver of a breach of any term or condition shall be construed to be a waiver of any succeeding breach.

18. NOTICES

All notices required to be given under this Agreement shall be addressed to C&A, Attention: President at the address provided above and to the Customer at the address provided above, or such other addresses as either party may from time to time designate by written notice to the other. Notice shall be deemed to have been given of the date such notice has been mailed by certified mail, return receipt requested, with the United States Postal Service.

19. SEVERABILITY

In the event a court determines any provision of this Agreement to be invalid, the Parties agree that such invalidity shall not affect the remaining portions of this Agreement.

20. MANUFACTURER WARRANTIES

Any component of the Equipment that is or was at the time of initial installation the subject of a warranty by the manufacturer of that component ("Covered Equipment") shall remain subject to the manufacturer's warranty. Where applicable, C&A will cover labor and shipping cost to return the unit to the manufacturer and labor to reinstall the factory repaired item.

21. EXCLUDED EQUIPMENT

This agreement consists solely of equipment that was included on the original contract or added during the term by addendum. Any other equipment or components attached to or installed by the Customer or any other third party shall not be included within the terms of this agreement unless a rider is attached to this Agreement in which (i) reference is made to this Section, (ii) C&A recognizes that certain identified equipment was not sold or installed by C&A, and (iii) C&A specifically agrees to service such identified equipment.

22. EXCLUDED SERVICES

The services that C&A will provide under this Agreement are only the maintenance and repair to be performed directly on the equipment and that are necessary to keep in proper working order. C&A is not obligated to provide any additional ancillary services, including, but not limited to, painting, carpentry, wall repair, woodwork, structural improvements or reinforcements, conduit, or any services relating to the delivery of electricity to the Equipment, and all such excluded services shall be the sole obligation of the Customer, regardless of whether the need for such services relates to or rises from C&A's provision of services under this Agreement.

23. COSTS AND EXPENSES; ATTORNEYS' FEES

In the event any Party hereto fails to perform any of its obligations under this Agreement or in the event a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the defaulting Party or the Party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other Party in enforcing or establishing its rights hereunder, including, without limitation, reasonable attorneys' fees, whether suit be brought or not, and whether incurred in trial or appellate proceedings.

24. CONFIDENTIALITY & NONDISCLOSURE

By Reading this contract Customer agrees that this document and its terms are strictly confidential, and Customer will not disclose, publicize, or otherwise advertise the existence of this agreement or any of its terms or content.

C & A Associates, Inc.

1814 S. Range Road, Suite A
Denham Springs, LA 70726

Phone: (225)791-7797
Fax: (225)791-7820

www.caassociates.com

PADTRAX RFID LICENSE AGREEMENT

Date: March 13, 2019

Contract No: 03132019-01

Between

C&A Associates, Inc. ("C&A")
1814 S. Range Road, Suite A
Denham Springs, LA 70726

and

City of Jacksonville, Sheriff's Office
214 N. Hogan St
Jacksonville, FL 32202

This Agreement consists of (1) the accompanying Terms and Conditions, and (2) one or more Program Descriptions adopted from time to time with reference to this Agreement.

A separate Program Description will apply to each Program licensed and covered by Support from C&A under this Agreement. The Program Description will identify the Program and indicate the Designated Location, Fees, Term of License, and implementation Schedule for that Program. Each Program Description will refer to this Agreement by Contract Number and will become effective as an integral part of this Agreement upon its execution by both you and C&A.

C&A's PROGRAM IS COPYRIGHTED AND LICENSED (NOT SOLD). C&A DOES NOT SELL OR TRANSFER TITLE OF THE LICENSED PROGRAM TO YOU.

BY SIGNING BELOW, YOU AGREE THAT THIS AGREEMENT, INCLUDING THE ACCOMPANYING TERMS AND CONDITIONS, AND THE PROGRAM DESCRIPTION(S)

ADOPTED HEREUNDER, ARE THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND C&A, AND THAT IT SUPERSEDES ALL PROPOSALS OR PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN YOU AND C&A RELATING TO THE SUBJECT MATTER HEREOF. THIS AGREEMENT SHALL BECOME EFFECTIVE WHEN IT AND AN INITIAL PROGRAM DESCRIPTION ARE ACCEPTED AND EXECUTED BY YOU AS THE CUSTOMER AND APPROVED AND EXECUTED BY C&A AS LICENSOR.

Accepted:

City of Jacksonville, Sheriff's Office

By: _____
Signature

Printed Name: _____
Title: _____

Approved:

C&A Associates, Inc.

By: _____
Authorized Representative

TERMS AND CONDITONS

1. **General.** "You" means the single end-user customer organization signing this Agreement. Your license shall extend to your Affiliates which, for purposes of this Agreements, means any other Person ("Person" being defined for the purpose of this Agreement as an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association or other entity) that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with such Person. The term "control" (including the terms "controlled by" and "under common control with") means the direct or indirect power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, ownership, or otherwise of more than fifty percent (50%) of the voting securities of a Person.

2. **License.** C&A grants you a nonexclusive and nontransferable license to do the following:

   a. Install the Program(s) on any computers that you own or lease at the Designated Location(s);

   b. Use and execute the Program(s) for the purpose of serving your internal needs, but not for providing service bureau or time-sharing services to other Persons; and

   c. In support of your authorized use of the Program(s), physically transfer the Program(s) from one computer to another; store the Program(s)' machine-readable instructions or data on a temporary basis in main memory, extended memory, or expanded memory of such computer system as necessary for such use; and transmit such instructions or data through computers and associated devices at the Designated Locations(s).

   Unless otherwise provided in the Program Description, you may not use the Program(s) to process accounts or records or to generate output data for the direct benefit of, or for purposes of rendering services to, any other Person.

3. **Term of License and Support.** The Term of your license and Support for each Program shall commence at 12:01 A.M. on the 365st day following acceptance of the Program. The term shall continue for an initial period of one (1) year from its commencement date, and shall automatically renew for subsequent terms of one (1) year unless either party gives the other party at least thirty (30) days' written notice of termination in advance of the termination of the then-current term.

4. **Object Code.** Unless otherwise provided in the Program Description, the Program(s) are provided in, and may be used in, machine-readable object code form only. C&A offers for each Program a Source Code Escrow Agreement that provides for release of the

source code version of the Program from escrow upon the occurrence of certain release events, as more particularly set forth in Section 24 of this Agreement.

5. **Production Copies.** If use of the Program(s) on more than one (1) computer is authorized by a Program Description, you are authorized to make copies of the pertinent Program for up to the number of computers specified.

6. **Back-up Copies.** You are authorized to make two (2) copies of each Program in machine-readable, object code form, for nonproductive backup purposes only, provided that you reproduce and include C&A's copyright notice and proprietary legend on each backup copy. Each backup copy must be stored in a safe and secure location. Copies of all Programs must be accounted for upon request from C&A. Any copy of the Program(s) made by you: (a) will remain the exclusive property of C&A; (b) be subject to the terms and conditions of this Agreement; and (c) must include all copyright or other Intellectual Property Rights notices contained in the original.

7. **End-User Materials.** "End-User Materials" means any and all manuals, instructions and other documents and materials that C&A provides or makes available to you in any form or medium which describe the functionality, components, features or requirements of the Program, including any aspect of the installation, configuration, integration, operation, use, support or maintenance thereof. End User Materials are provided solely to support your authorized use of the Program(s). You may not use, copy, modify, or distribute the End-User Materials, or any copy, adaptation, transcription, or merged portion thereof, except as expressly authorized by C&A by separate written agreement.

8. **Proprietary Protection.** C&A shall have sole and exclusive ownership of all right, title, and interest in and to the Program(s) and User Materials, all copies thereof, and all modifications and enhancements thereto (including ownership of all copyrights and other intellectual property rights pertaining thereto), subject only to the right and license expressly granted to you herein. This Agreement does not provide you with title or ownership of the Program(s), but only a right of limited use.

9. **Delivery and Installation.** C&A will use its best efforts to deliver and install each Program in accordance with the Implementation Schedule included in the applicable Program Description. C&A will not be responsible for delays caused by events or circumstances beyond its reasonable control. You are responsible for obtaining computers and operating systems compatible with the Program(s), as shown in the technical specifications for each Program Description. Installation shall be complete when a copy of the Program has been installed on your computer system at the Designated Location and the executability of the Program on such computer system has, in C&A's sole judgment, been sufficiently demonstrated. Completion of installation shall constitute your acceptance of the license for the Program.

10. **Late Charges.** If any fee or cost owed under this Agreement is not paid within thirty (30) days after it is due, C&A may, in its sole discretion, charge interest upon said amount at the rate of one and one-half percent (1 ½%) per month (eighteen percent (18%)

per annum) or, if less, the highest rate allowed by applicable law from the date such fee or charge first became due.

11. **Customer Responsibilities.** You are responsible for the following:

    a. Determining whether the Program(s) will achieve the results you desire;
    b. Procuring, installing, and operating computers and operating systems to run the Program(s);
    c. Providing a proper environment and proper utilities for the computers on which the Program(s) operate, including an uninterrupted power supply;
    d. Selecting and training your personnel to operate computers and ensuring familiarity with the accounts and records that serve as input and output for the Program(s);
    e. Establishing adequate operational back-up provisions in the event of a defect or malfunction that renders the Program(s) or the computer systems on which they run nonoperational;
    f. Notifying C&A promptly following the discovery of any Error. Further, upon discovery of an Error, you agree, if requested by C&A to submit to C&A a listing of output and any other data that C&A may require in order to reproduce the Error and the operating conditions under which the Error occurred or was discovered.

12. **Limitations on Use.** You may not use, copy, modify, or distribute the Program(s) (electronically or otherwise), or any copy, adaptation, transcription, or merged portion thereof, except as expressly authorized by C&A, an applicable Program Description, or a separate written agreement signed by C&A. You may not reverse-assemble, reverse-compile, or otherwise translate the Program(s). Your license may not be transferred, leased, assigned, or sublicensed without C&A's prior written consent, except for a transfer of the Program(s) in its entirety to a successor-in-interest of your entire business who assumes the obligations of this Agreement provided that you first receive C&A's written consent to said transfer, lease, assignment or sublicense. You may not install the Program(s) anywhere but the Designated Location(s) without C&A's prior written consent (which will not be unreasonably withheld), provided that you may transfer the Program(s) to another location temporarily in the event of an interruption of computer operations at the Designated Location(s). You authorize C&A to enter your premises in order to inspect the Program(s) during regular business hours to verify compliance with the terms of this Agreement.

13. **Data.** You acknowledge that data conversion is subject to the likelihood of human and machine errors, omissions, delays, and losses, including inadvertent loss of data or damage to media, that may give rise to loss or damage. C&A shall not be liable for any such errors, omissions, delays, or losses, unless caused by its gross negligence or willful misconduct. You are responsible for adopting reasonable measures to limit the impact of such problems including, but not limited to, backing up data, and adopting procedures to ensure the accuracy of input date, examining and confirming results prior to use, and adopting procedures to identify and correct errors and omissions, replace lost or damaged media and reconstruct data. You are also responsible for complying with all local, state and federal laws pertaining to the use and disclosure of data.

14. **Support and Consulting Terms.** The Support term for each Program shall commence at 12:01 A.M. on the 61st day following the acceptance of the Program as provided in this Agreement. The Support term shall continue for an initial period of one (1) year from its commencement date, and shall automatically renew thereafter for subsequent terms of one (1) year unless either party gives the other party at least thirty (30) days' written notice of termination in advance of the termination of the then-current term.

15. **Scope of Support.** During the Support term, C&A agrees to basic Support services in support of the Program(s). Basic Support services shall consist of the following:

    a. **Error Correction.** C&A shall be responsible for using all reasonable diligence to correct verifiable and reproducible Errors when reported to C&A in accordance with its standard reporting procedures. The Error Correction, when completed, may be provided in the form of a "temporary fix," consisting of sufficient programming and operating instructions to implement the Error Correction.
    b. **Telephone Hot Line.** C&A shall maintain a telephone hot-line twenty-four (24) hours per day that permits you to report problems and seek assistance in use of the Program(s).

    c. **New Releases.** C&A may, from time to time, issue new Releases of the Program(s), containing Error Corrections, Regulatory Changes and/or Enhancements, to customers who have Support agreements in effect. C&A shall provide you with one (1) copy of each new Release for each copy of the Programs(s) being Supported under this Agreement, without additional charge. C&A shall provide reasonable assistance to help you install and operate each new Release. Because Releases are cumulative, each Release is useful only if you have obtained and installed all prior applicable Releases.

16. **Additional Services.** In addition, C&A may provide the following additional services, as mutually agreed in writing between you and C&A, in support of the Program(s), subject to payment of C&A's normal charges and expenses:

    a. **Additional Training.** Subject to space availability, you may enroll your employees in additional or advanced training classes.

    b. **Additional Enhancements.** C&A will consider and evaluate the development of additional Enhancements for your specific use and will respond to your requests for additional services pertaining to the Program(s) (*e.g.*, data conversion and report-formatting assistance).

    c. **Back-Level Support.** If you choose not to install any Release, C&A will maintain back-level versions of the Program(s) at your request, at an additional charge to be

mutually agreed upon by you and C&A, on a best-efforts basis and subject to the availability of C&A's technical support staff.

17. **Exceptions.** The following matters are not covered by basic Support:

a. Any problem resulting from the misuse, improper use, alteration, or damage of the Program(s);

b. Any problem caused by modifications in any version of the Program(s) not made or authorized by C&A;

c. Any problem resulting from programming other than the Program(s) or equipment;

d. Any problem resulting from the combination of the Program(s) with such other programming or equipment to the extent such combination has not been approved by C&A; or

e. Errors in any version of the Program(s) other than the most recent Release, provided that C&A will continue to support superseded Releases for a reasonable period, not to exceed forty-five (45) days, sufficient for you to implement the newest Release.

You are responsible for payment of C&A's normal charges and expenses for time or other resources provided by C&A to diagnose or attempt to correct any such problem. In addition, you are responsible for procuring, installing, and maintaining all equipment, telephone lines, communications interfaces, and other hardware necessary to operate the Program(s) and to obtain maintenance services from C&A. C&A will not be responsible for delays caused by events or circumstances beyond its reasonable control.

18. **Warranty.** C&A warrants for a period of sixty (60) days after installation of each Program (the "Warranty Period"), for your sole benefit, that such Program(s), when operated with the equipment configuration and in the operating environment specified by C&A at time of sale, will perform substantially in accordance with the technical specifications included or referred to in the applicable Program Description. C&A does not warrant that the Program will be error-free in all circumstances. In the event of any defect or error covered by such warranty, you agree to provide C&A with sufficient detail to allow C&A to reproduce the defect or error. As your exclusive remedy for any defect or error in the Program(s) covered by such warranty against C&A—which you agree as evidenced by your signature to this Agreement—C&A will correct such error or defect during the Warranty Period at C&A's facility by issuing corrected instructions, a restriction, or a bypass. If C&A is unable to correct such defect of error after a reasonable opportunity, C&A will refund the license fees paid for such Program. However, C&A is not responsible for any defect or error not reported during the Warranty Period or any

defect or error in a Program you have modified, misused, or damaged. Notwithstanding the addition of any Error Correction, Enhancement, or Release to the Program(s) for purpose of this Agreement, C&A's obligation to correct Errors in such additions shall be limited to the Support terms of this Agreement. EXCEPT FOR THE EXPRESS LIMITED WARRANTIES SET FORTH IN THIS SECTION, ALL PROGRAM(S), END USER MATERIALS AND OTHER PRODUCTS, INFORMATION, MATERIALS AND SERVICES PROVIDED BY C&A ARE PROVIDED "AS IS." YOU DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER (INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE), AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, C&A MAKES NO WARRANTY OF ANY KIND THAT THE PROGRAM(S) OR END USER MATERIALS, OR ANY OTHER SERVICES, TECHNOLOGIES OR MATERIALS (INCLUDING ANY SOFTWARE OR HARDWARE), OR ANY PRODUCTS OR RESULTS OF THE USE OF ANY OF THEM, WILL MEET YOUR REQUIREMENTS OR THE REQUIREMENTS OF ANY OTHER PERSON, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY OTHER GOODS, SERVICES, TECHNOLOGIES OR MATERIALS (INCLUDING ANY SOFTWARE, HARDWARE, SYSTEM OR NETWORK), OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE.

19. **Fees and Expenses.** The initial License fee for each Program is set forth in the Program Description. Such fee is due and payable at the beginning of the initial License term and each renewal License term. License fees do not include travel expenses and living expenses incidental to installation and training, file conversion costs, optional products and services, directories, consulting services, shipping charges, or the costs of any recommended hardware. You agree to pay such fees and costs within thirty (30) days of receipt of the invoices for the services rendered and the expenses incurred. C&A reserves the right to require prepayment or advance deposit for such additional charges or expenses in its sole discretion. You are also responsible for sales or use taxes and state or local property or excise taxes associated with your licensing, possession, or use of the Program(s) or any associated services. At any time following the expiration of the first year of License, the License fee may be changed, provided that C&A gives you at least thirty (30) days' prior written notice of the change.

20. **EXCLUSION OF DAMAGES.** IN NO EVENT WILL C&A BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, FOR ANY (a) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES OR PROFITS, (b) LOSS OF GOODWILL OR REPUTATION, (c) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY PROGRAM(S) OR (d) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY, (e)

COST OF REPLACEMENT GOODS OR SERVICES, OR (f) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED OR PUNITIVE DAMAGES, IN EACH CASE REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

21. **CAP ON MONETARY LIABILITY.** IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF C&A ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY EXCEED THE TOTAL AMOUNT OF ALL LICENSE FEES PAID TO C&A FOR THE RELEVANT PROGRAM(S) OR SERVICES WITHIN THE PRIOR YEAR EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

22. **Default.** Should you fail to timely pay any fees or charges due hereunder or fail to carry out any other obligation under this Agreement or any other agreement with C&A, C&A may at its sole discretion, in addition to all other available remedies, terminate this Agreement and/or disable the Program(s), provided that it gives you fifteen (15) days' prior written notice in order to permit you to cure the default. In addition, Support coverage will automatically terminate with respect to any copies of Program(s) that are no longer licensed for use, whether as a result of expiration or termination of such license or replacement of such copies with new Releases.

23. **Termination.** In the event of termination of this Agreement as a result of your default, your license shall terminate, and you shall be required to return or destroy all copies of the Program(s) in your possession (whether modified or unmodified), and all other materials pertaining to the Program(s), including all copies thereof. You agree to certify your compliance with such requirement upon C&A's request.

24. **Source Code.** Upon the occurrence of a Source Code Delivery Event, C&A (or its source code trustee Roedel, Parsons, Koch, Blanche, Balhoff & McCollister, A L.C., Attorneys and Counselors at Law), shall deliver to you a full and complete set, for the most current version of each of the Program(s), of source code on computer magnetic media, all necessary and available information, proprietary information, and technical documentation that will enable you to create, maintain and/or enhance the licensed material without the aid of C&A or any other person or reference to any other materials, maintenance tools (test programs and program specifications), proprietary or third-party systems utilities (compiler and assembler descriptions), a description of the system/program generation, and descriptions and locations of programs not owned by C&A but required for use and/or support. The license granted hereunder after the occurrence of a Source Code Delivery Event includes the right, exercisable upon such delivery, to use such materials to provide you with the maintenance and support as you

may require with respect to the Program(s) and to copy and modify the Program(s) in support of the authorized uses of the Program(s).

For purposes of this Agreement, a "Source Code Delivery Event" shall occur upon the happening of all of the following events:

a. (i) C&A is unable or fails to correct material error(s) in the Program(s) or otherwise to carry out in any material respect the maintenance or support obligations set forth in this Agreement, (ii) C&A files a petition in bankruptcy or for insolvency, (iii) C&A makes an assignment for the benefit of its creditors or consents to the appointment of a receiver for itself or the whole or substantially all of its property, (iv) C&A is adjudicated a bankrupt on a petition in bankruptcy filed against it, (v) C&A files a petition or answer seeking reorganization or arrangement or other aid or relief under any bankruptcy or insolvency laws for the relief of debtors, or (vi) C&A is the subject of an order, judgment, or decree entered by a court or competent jurisdiction appointing a receiver for C&A or the whole or substantially all of its property, or approval of a petition filed against C&A or the whole or substantially all of its property, or approval of a petition filed against C&A seeking reorganization or arrangement of C&A under any bankruptcy or insolvency laws or any other law for the relief of debtors; *and*

b. You provide C&A with written notice of the occurrence of an event described in Section 24(a) and request that C&A deliver to you the Source Code for all Programs; *and*

c. C&A fails to provide you, within 10 days after receipt of a notification from you pursuant to Section 24(b), an affidavit or declaration disputing the occurrence of the event described in such notification or that such event has occurred or been cured, or C&A subsequently accepts your demand for the source code notwithstanding C&A's prior opposition to providing same, or a court of competent jurisdiction subsequently determines that an event described in Section 24(a) has in fact occurred and has not been cured.

25. **Notices.** Any notice, request, consent, claim, demand, waiver or other communication under this Agreement will have legal effect only if in writing and addressed to a party as follows (or to such other address or such other person that such addressee party may designate from time to time in accordance with this Section:

If to C&A: 1814 S. Range Road, Suite A, Denham Springs, LA 70726
Facsimile: 225-791-7820
E-mail: mattmoss@caassociates.com
Attention: Matthew Moss

If to Licensee: _____
Facsimile: _____
E-mail: _____

Attention: _____

Notices sent in accordance with this Section will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by facsimile or e-mail, in each case, with confirmation of transmission, if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours; and (d) on the third day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.

26. **Amendment and Modification; Waiver.** No amendment to or modification of this Agreement is effective unless it is in writing, identified as an amendment to or rescission, termination or discharge of this Agreement and signed by an authorized representative of each party. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

27. **Severability.** If any provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. On such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

28. **Governing Law; Submission to Jurisdiction.** This Agreement is governed by and construed in accordance with the laws of the State of Louisiana without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Louisiana. Any legal suit, action or proceeding arising out of or related to this Agreement or the license granted hereunder will be instituted exclusively in the United States Middle District of Louisiana or the District Court of Livingston Parish, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such party's address set forth herein will be effective service of process for any suit, action or other proceeding brought in any such court.

29. **Equitable Remedies.** Each party hereto acknowledges that a breach or threatened breach by such party of any of its obligations under this Agreement would give rise to irreparable harm to the other parties, for which monetary damages would not be an adequate remedy, and hereby agrees that in the event of a breach or a threatened breach

by such party of any such obligations, each of the other parties hereto shall, in addition to any and all other rights and remedies that may be available to them in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction (without any requirement to post bond). The parties expressly waive the right to require that that the other party post a bond or other security to obtain a Temporary Restraining Order and/or Preliminary Injunction to prevent a breach or anticipated breach of this Agreement, and the parties expressly waive the right to require under Louisiana Code of Civil Procedure article 3603(A)(2) that the applicant's attorney certify to the court in writing the efforts which have been made to give notice to the other party or the reasons supporting its claim that notice should not be required.

30. **Attorneys' Fees.** In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by either party against the other arty arising out of or related to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys fees, expert witness and accountants' fees, and out-of-pocket expenses, and court costs from the non-prevailing Party.

31. **Force Majeure Event.** In no event will C&A be liable or responsible to you, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by any circumstances beyond C&A's reasonable control (a "Force Majeure Event"), including acts of God, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of this Agreement, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of Law or any action taken by a governmental or public authority, including imposing an export or import restriction, quota or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation. C&A may terminate this Agreement if a Force Majeure Event continues substantially uninterrupted for a period of thirty (30) days or more. In the event of any failure or delay caused by a Force Majeure Event, C&A shall give prompt written notice to you stating the period of time the occurrence is expected to continue and use commercially reasonable efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

PROGRAM DESCRIPTION

Reference Contract No.: **03132019-01** **Date: March 13, 2019**

Name of Program(s):

PADtrax Software
Server License – includes Technical Support

Scope of Use: Program use is limited to internal processing. You may not use the Program(s) to process accounts or records or to generate output data for the direct benefit of, or for purposes of rendering services to, any other business entities or organizations.

Production Copies: You may use multiple copies of the Program(s) within the above-mentioned scope of use at the designed locations.

Designated Location(s): All locations used by you to provide services to customers of your organization, and any location(s) used to support or process information for internal use.

Operating Requirements:

SERVER

- SQL Server Standard (Minimum)
  - No Express Editions
- Server 2012 OS (Minimum)
  - C&A Recommends 2016
- RAM
  - 16+ GB Minimum
  - 32GB Recommended
- Three (3) Spindles
  - OS
  - DB
  - Logs
    - 500GB per Drive
  - Two (2) Spindles Minimum
    - OS/SQL
    - LOGS
- Raid 5 Recommended but is Optional

PADTrax Workstations – EVO Desk

Windows 7 or Later
.Net runtime 4.5.2
1280x720 Display Resolution (Suggested Minimum)
Workstation running application could require three (3) USB Ports
RFID Block Scanner
Handheld Connection
Used for: inventory, Remote Signature, Geiger Feature)
Signature Pad

Annual Software License Fees: $

Term of License: Annual

APPROVED:

C&A Associates, Inc.

By: _____
Authorized Representative

ACCEPTED :

City of Jacksonville, Sheriff's Office

By: _____
Signature

Printed Name: _____

Title: _____

QWS3270X 3/15/2019 3:21 PM
FAML6350 V5.1 ** NW COJ FAMIS PRODUCTION ** 03/15/2019
LINK TO: ACCOUNT SUMMARY INQUIRY 3:21 PM

FISCAL MO/YEAR : 06 2019 CURRENCY CODE :
INDEX CODE : SHPO1F7DOJ US DEPARTMENT OF JUSTICE
SUBOBJECT : 06429 SPECIALIZED EQUIPMENT
PROJECT :
PROJECT DETAIL :
GRANT :
GRANT DETAIL :
USER CODE :

S	MAR 2019	ANNUAL BALANCE	ALL YEARS BALANCE
ESTIMATED REVENUES	.00	.00	.00
REVENUES	.00	.00	.00
UNREALIZED REVENUES	.00	.00	.00
BUDGET	.00	.00	1,943,896.95
EXPENDITURES	.00	.00	1,655,046.95
ENCUMBRANCES	.00	.00	.00
PRE-ENCUMBRANCES	.00	.00	.00
REMAINING BALANCE	.00	.00	288,850.00

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

G014 - RECORD FOUND