SINGLE SOURCE AWARD **BID # SS-0396-19**

Subject: Purchase of Computer Assisted Mass Appraisal System (CAMA)

Department: Property Appraiser - Administration

Description of Purchase: Recommend approval of Single Source award to Manatron, Inc., a Thomson Reuters Business ("Thomson Reuters, Government" or "TR Gov") for the purchase of a Computer Assisted Mass Appraisal System (CAMA) – customized system maintenance, disaster recovery and technical support services for the Duval County Property Appraiser's Office. Period of service is three (3) years from date of award through September 30, 2022. Total estimated expenditure amount not to exceed $783,008.00.

Funding Source: PAAD015 – 04662 – To be encumbered by purchase order.

Single Source Award To: Manatron, Inc. – a Thomson Reuters Business

Price Justification: See attachment

Total Award: $783,008.00 **Requisition #:** N/A

Attachments: Single Source Form and Vendor Letter of Authorization/Quote

Certification as to Single Source: Kathleen Collins, Chief Financial Officer, Property Appraiser – Admin.

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

Analyst: David Klages

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 _____

OFFICE OF THE PROPERTY APPRAISER

JERRY HOLLAND
DUVAL COUNTY
PROPERTY APPRAISER

231 E. FORSYTH STREET
JACKSONVILLE, FL 32202
(904) 630-2011

February 25, 2019

Gregory Pease, Chief Procurement Division
214 N. Hogan Street, Suite 800
Jacksonville, FL 32202

RE: Proprietary Request – Computer Assisted Mass Appraisal System (CAMA) – System Maintenance Technical Support and Disaster Recovery (date of award – September 30, 2022)

Dear Greg:

The Duval County Property Appraiser would like to enter into a new proprietary award with Thomson Reuters from date of award through September 30, 2022 between the City of Jacksonville, on behalf of the Duval County Property Appraiser, and Thomson Reuters for the provision of Computer Assisted Mass Appraisal (CAMA) System maintenance, technical support and disaster recovery. The annual contract cost to the City of Jacksonville is $255,852 in FY20, $260,968 (2% increase) in FY21, and $266,188 (2% increase) in FY22 for a not-to-exceed total indebtedness of $783,008 for the three-year period.

All terms and conditions of the current contract remain. If you have any additional questions, please feel free to contract me at the email and telephone number listed below.

Sincerely,

Kathleen Collins
Chief Financial Officer
904-630-2403

Cc: Jerry Holland
Enclosures: Single Source Request
Vendor Quote ("Letter of Authorization")

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): Property Appraiser - Administration

FUNDING SOURCE: PAAD015 - 04662

BRIEF DESCRIPTION OF GOODS/SERVICES:

Computer Assisted Mass Appraisal System (CAMA) - Customized system maintenance, disaster recovery and technical suppport services through September 30, 2022

AMOUNT OF PROJECT (attach quote): $783,008.00

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

Provide maintenance, support and disaster recovery for the custom CAMA system to include all software modifications and operational support necessary to ensure compliance with statutory and reporting requirements, DOR guidelines, including but not limited to real estate and TPP valuations, TRIMs, recapitalization of values, exemptions; all consistent with PAO calculations.

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

The CAMA system is a custom designed mass appraisal software built in accordance with PAO specifications and installed in 2005. Thomson Reuters is the only company that can efficiently and effectively service the custom CAMA system because it is their software.

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:

This software is custom and can only be maintained by Thomson Reuters. There is not another vendor who is able to provide maintenance of this software or upgrades to it. The PAO has researched other CAMA software systems and determined both from a cost and functionality perspective not to pursue this option.

Submitted by: Kathleen Collins — Chief Financial Officer

(Name) **(Title)**

Date: February 25, 2019

Requesting Agency's Director's Signature: Kat Collins

THOMSON REUTERS™

LETTER OF AUTHORIZATION

February 25, 2019

Jerry Holland
Duval County Property Appraiser
231 East Forsyth, 270
Jacksonville, FL 32202

Dear Mr. Holland

This Letter of Authorization ("LOA") is being provided to you because of _Duval County's long-term loyalty and commitment to utilizing Manatron software and services. Manatron, Inc. – a Thomson Reuters Business ("Thomson Reuters, Government" or "TR v Gov") values the partnership that exists between our respective organizations. We would like to honor that partnership by offering the County the following maintenance and support services rates for a non-cancellable term from award date through September 30, 2022. You can guarantee the rates below for the three year term by executing this LOA. This LOA amends the County's existing Agreement with TR Gov. The terms and conditions in this LOA take precedence over like terms in the existing agreement, but all other terms of the agreement will remain in full force and effect.

MAINTENANCE AND SUPPORT SERVICES

Description	Item Number	Quarterly Price	Term
CustomCAMA Real Estate Basic Support CustomCAMA Personal Property Data Basic Support Managed Support Services-Disaster Recovery	CUSTCAMARDE-S CUSTCAMATDE-S MANAGED SUPPORT SERVICES-S	$63,963.00	10.1.19 – 9.30.20
CustomCAMA Real Estate Basic Support CustomCAMA Personal Property Data Basic Support Managed Support Services-Disaster Recovery	CUSTCAMARDE-S CUSTCAMATDE-S MANAGED SUPPORT SERVICES-S	$65,242.00	10.1.20 – 9.30.21
CustomCAMA Real Estate Basic Support CustomCAMA Personal Property Data Basic Support Managed Support Services-Disaster Recovery	CUSTCAMARDE-S CUSTCAMATDE-S MANAGED SUPPORT SERVICES-S	$66,547.00	10.1.21 – 9.30.22

Upon approval and signing, please return this LOA to TR Gov via **one** of the following methods:

1) Email a scanned image of the signed LOA to Matt.Henry@TR.com;
2) Fax a signed copy to the attention of Matt Henry at (269) 567-2930; **or**
3) Return a signed copy to TR Gov, Contract Administration, 510 East Milham Avenue, Portage, MI 49002.

TR Gov will then make adjustments to billing procedures to ensure the pricing offered. If you have any questions, please feel free to contact Contract Administration at (269) 388-2633.

ACCEPTANCE

Thomson Reuters Tax & Accounting, Government

By: _____

Title: _____

Date: _____

Duval County, FL:

By: _____

Title :_____

Date: _____

Duval County, LOA #: FL1302019DCPA
Expiration Date: October 1, 2019

QWS3270X 3/7/2019 11:22 AM
FAML6350 V5.1 ** NW COJ FAMIS PRODUCTION ** 03/07/2019
LINK TO: ACCOUNT SUMMARY INQUIRY 11:21 AM

FISCAL MO/YEAR : 06 2019 CURRENCY CODE :
INDEX CODE : PAAD015 PROPERTY APPRAISER ADMINISTRATION
SUBOBJECT : 04662 HARDWARE/SOFTWARE MAINTENANCE & LICENSES
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	291,236.00	291,236.00
EXPENDITURES	.00	160,818.00	160,818.00
ENCUMBRANCES	.00	125,418.00	125,418.00
PRE-ENCUMBRANCES	.00	.00	.00
REMAINING BALANCE	.00	5,000.00	5,000.00

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

G014 - RECORD FOUND

SOLE SOURCE AWARD **BID # SS-0278-17**

Subject: Computer Assisted Mass Appraisal System

Department: Property /Appraiser Administration

Description of Purchase:
Recommend approval of Sole Source award to Thomson Reuters Tax & Accounting for the purchase of the Computer Assisted Mass Appraisal System for the Duval County Property Appraisers Office. Period of service is October 1, 2016 through September 30, 2017, with an estimated annual expenditure not to exceed $233,156.00.

Funding for this award will be encumbered by account PAAD015-04662 to be executed by Purchase Order.

Sole Source Award To: Thomson Reuters Tax & Accounting

Price Justification: See Attached

Total Award: $233,156.00 **Requisition # N/A**

Attachments: Sole Source Form; Vendor's Letter

Certification as to Sole Source: Jerry Holland, Duval County Property Appraiser

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

ANALYST: Kathy Nasworthy

Gregory Pease, Chief Procurement Division

APPROVAL OF GENERAL GOVERNMENT AWARDS COMMITTEE

"ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS"

CHAIRMAN ***DATE*** 9-29-16

ACTION OF AWARDING AUTHORITY

DATE: 9/29/16

APPROVED ✓ **DISAPPROVED** _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

FORM GB-114, Revised 12/2007

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

Bid Tracking
0278-17

8708-02

AGREEMENT

Between Manatron, Inc.

And City of Jacksonville / Duval County Property Appraiser

For Computer Assisted Mass Appraisal System (CAMA) Services

This Agreement is entered into as of October 1, 2016 by and between Manatron, Inc., a Michigan corporation and an affiliate of Thompson Reuter Tax and Accounting, with its principal place of business at 510 East Milham Avenue, Portage, Michigan 49002 ("MANATRON"), and the City of Jacksonville, a municipal corporation, for and on behalf of the Duval County Property Appraiser, with principal place of business at 231 East Forsyth Street, Suite 270, Jacksonville, FL 32202 (the "CLIENT"), is for the maintenance, support and disaster recovery of CLIENT's Computer Assisted Mass Appraisal ("CAMA") system, hereinafter referred to as the "Services."

WHEREAS, CLIENT and MANATRON were parties to an agreement made effective July 1, 2004 for the installation, implementation and maintenance of the CAMA system, as amended, (the "2004 Agreement); and

WHEREAS, the 2004 Agreement expired on September 30, 2016, and the parties desire to continue their agreement as to the maintenance, support and disaster recovery services;

WHEREAS, a proprietary sole source was awarded to MANATRON, award SS-0278-17;

NOW THEREFORE, IN CONSIDERATION of these recitals and the mutual promises and agreements hereinafter set forth, the Parties agree as follows:

1. **Terms of 2004 Agreement Adopted; Indemnity; Insurance.** The parties agree that except as expressly provided for herein, all of the terms, conditions, warranties, requirements applicable to MANATRON's provision of CAMA system maintenance, support and disaster recovery services as specified in the 2004 Agreement (as amended), shall continue for the term of this Agreement and are hereby adopted and incorporated herein. Insurance shall be provided by MANATRON in accordance with the requirements of Exhibit "A", attached hereto. CLIENT's obligation to indemnify MANATRON as provided in Article 26 of the 2004 Agreement, as amended, is limited to those damages for which CLIENT is found legally responsible.

The parties further agree that all generally applicable terms of the 2004 Agreement (as amended), with the exception of provisions relating to insurance and CLIENT's indemnity, as aforesaid, but including provisions relating to limitation of liability, confidentiality, nondiscrimination, compliance with laws, notices, dispute resolution, default, termination and governing law shall continue for the term of this Agreement and are hereby adopted and incorporated herein.

The CLIENT acknowledges that MANATRON is not obligated under this Agreement to provide any enhancement services that may involve customization or enhancements to the CAMA system.

2. **Contract Term; Renewals**. This Agreement shall become effective on October 1, 2016 and shall remain in effect until September 30, 2017, unless earlier terminated as provided herein. The CLIENT may, at its sole option, extend the term for up to two additional one-year terms under the same terms and conditions, and for the fees as set forth below, subject to procurement awards therefor. Such renewals shall require an amendment to this Agreement and an increase in the Maximum Indebtedness set forth in Section 4.

3. **Compensation.** CLIENT agrees to pay MANATRON $233,156.00 for the following Services for FY17: CustomCAMA Real Estate Basic Support, CustomCAMA Personal Property Data Basic Support and Managed Support Services-Disaster Recovery. If extended as aforesaid, in FY18, the annual fee will be $243,532.00, and the fee will be $250,836 in FY19. The fee will be paid quarterly per the table below.

MAINTENANCE AND SUPPORT SERVICES

Description	Item Number	Quarterly Price	Term
CustomCAMA Real Estate Basic Support CustomCAMA Personal Property Data Basic Support Managed Support Services-Disaster Recovery	CUSTCAMARDE-S CUSTCAMATDE-S MANAGED SUPPORT SERVICES-S	$58,289 00	10 1 16 – 9 30 17
CustomCAMA Real Estate Basic Support CustomCAMA Personal Property Data Basic Support Managed Support Services-Disaster Recovery	CUSTCAMARDE-S CUSTCAMATDE-S MANAGED SUPPORT SERVICES-S	$60,883 00	10 1 17 – 9 30 18
CustomCAMA Real Estate Basic Support CustomCAMA Personal Property Data Basic Support Managed Support Services-Disaster Recovery	CUSTCAMARDE-S CUSTCAMATDE-S MANAGED SUPPORT SERVICES-S	$62,709 00	10 1 18 – 9 30 19

Invoices for quarterly payments shall be submitted to CLIENT any time prior to the first day of the quarter for the Services to be provided in that quarter. Payment will be made in accordance with Florida's Prompt Payment Act (Chapter 218, Part VII, Florida Statutes). Travel expenses shall not be billable under this Agreement.

4. **Maximum Indebtedness.** The CLIENT's maximum indebtedness for all Services provided hereunder shall not exceed TWO HUNDRED THIRTY THREE THOUSAND ONE HUNDRED FIFTY-SIX AND 00/100 DOLLARS ($233,156.00). Additional funds may be encumbered when appropriated by the Council of the City of Jacksonville. The CLIENT's obligations under this Agreement are contingent upon availability of lawfully appropriated funds, for this Agreement.

5. **Entire Agreement; Amendments**. This Agreement constitutes the entire agreement between the parties hereto for the Services to be performed and furnished by MANATRON. No statement, representation, writing, understanding, agreement, course of action or course of conduct, made by either party or any representative of either party, which is not expressed herein, shall be binding. All changes or amendments to this Agreement shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties hereto.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment the day and year first above written.

ATTEST:

By _____
Signature
Macy T. Ammar
Type/Print Name
Senior Contract Administrator
Title

MANATRON, INC.

By _____
Signature
Matthew Henry
Type/Print Name
Lead Contract Administrator
Title

ATTEST:

By _____
James R. McCain, Jr.
As Corporation Secretary

CITY OF JACKSONVILLE

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

By _____
Lenny Curry as Mayor

In compliance with the *Ordinance Code* of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing Agreement, and provision has been made for the payment of the monies provided therein to be paid from the following account:

_____
As Director of Finance

8708-02

Form Approved:

_____
Office of General Counsel

EXHIBIT A
INSURANCE REQUIREMENTS

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

Insurance Coverages

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

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

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

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

Automobile Liability $1,000,000 Combined Single Limit
(Coverage for all automobiles, owned, hired or non-owned used in performance of the Contract)

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

Professional Liability $1,000,000 per Claim and Aggregate

Any entity hired to perform professional services as a part of this contract shall maintain professional liability coverage on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Contract and with a three year reporting option beyond the annual expiration date of the policy.

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

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

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

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

The Cyber Liability coverage may be included as part of the Professional Liability coverage required above.

Additional Insurance Provisions

A. Additional Insured: All insurance except Worker's Compensation and Professional Liability shall be endorsed to name the City of Jacksonville and City's members, officials, officers, employees and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG2010 , Automobile Liability CA2048.

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

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

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

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

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

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

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

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

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

K. Additional Insurance. Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the City may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the City also be named as an additional insured.

L. Special Provisions: Prior to executing this Agreement, MANATRON shall present this Contract and EXHIBIT A & B to its Insurance Agent affirming: 1) That the Agent has personally reviewed the insurance requirements of the Contract Documents, and(2) That the Agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of MANATRON.