SUBJECT: PIGGYBACK COLUMBIA COUNTY, OR, RFP 2015 FOR JAIL MANAGEMENT SYSTEM SOFTWARE AND SOFTWARE SUPPORT AND MAINTENANCE

BID #: PSC-0525-19 **OPEN DATE:**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: Ten (10) years from date of completed contract

AGENCY: Sheriff

BASIS OF AWARD: Piggyback

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

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to piggyback Columbia County, OR contract with The ACT 1 Group, Inc. DBA ATIMS (Advanced Technology Information Management Systems) for Jail Management System Software and Software Support and Maintenance Service. Period of service is ten (10) years from date of completed contract. The total estimated annual expenditure for the first year of the contract is $1,739,045.00. The total not-to-exceed expenditure amount for the contract is $4,469,392.00.

Funding Source – SHCO64AIW-04904 TRSH09 FY19: $1,739,045.00- To be executed by formal contract through the Office of General Counsel

Attachments: Recommendation Memo, Vendor Quote and Statement of Work

ANALYST: _____ **RESPECTFULLY SUBMITTED** _____
Taryn Manser GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Tammy Morris, Director of Department of Corrections

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(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:	Tammy Morris 5/31 Director of Department of Corrections
Subject:	Award Request – Piggyback Columbia County, OR, RFP 2015 for Jail Management System Software and Software Support and Maintenance Service in the Columbia County Jail
Date:	May 28, 2019

The Jacksonville Sheriff's Office (JSO) is requesting a piggyback award under Sections 126.211 and 126.309 of the ordinance code to procure Jail Management System Software and Software Support and Maintenance Service. We request authorization to utilize the Columbia County, OR, , which was competitively procured and issued between Columbia County, OR, and The ACT 1 Group, Inc., DBA ATIMS (Advanced Technology Information Management Systems). The contract is an active contract between Columbia County, OR, and the vendor. We are requesting an award between the Jacksonville Sheriff's Office and The ACT 1 Group, Inc., DBA ATIMS (Advanced Technology Information Management Systems). The contract period is for ten (10) years from date of completed contract. The total amount of the award/contract will be $ 4,469,392.00. The total estimated annual expenditure for first year of the contract is $1,739,045.00, from account SHCO64AIW – TRSH09 04904. Contract payments for the services will be made according to the summary of payments below.

Attached is a copy of solicitation/contract RFP 2015 between Columbia County, OR and The ACT 1 Group, Inc., DBA ATIMS (Advanced Technology Information Management Systems), along with the quote for JSO. We are requesting authorization for the formal contract, and any other documents, be executed through the Office of General Counsel.

Attached is a copy of the Certificate of Liability Insurance approved by Risk Management.

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

Jacksonville Sheriff's Office

Duval County, Florida

Mike Williams, Sheriff

501 E. Bay Street
Jacksonville, FL 32202

Summary of Payments	
Payment	Amount (USD)
Year 1 - Total Cost	$ 1,739,045.00
Year 2 – Maintenance & Warranty	$ 279,903.00
Year 3 – Maintenance & Warranty	$ 285,501.00
Year 4 – Maintenance & Warranty	$ 291,211.00
Year 5 – Maintenance & Warranty	$ 297,035.00
Year 6 – Maintenance & Warranty	$ 302,035.00
Year 7 – Maintenance & Warranty	$ 309,035.00
Year 8 – Maintenance & Warranty	$ 315,216.00
Year 9 – Maintenance & Warranty	$ 321,520.00
Year 10 – Maintenance & Warranty	$ 327,950.00
Grand Total	$ 4,469,392.00

Jail Management Software

ATIMS

We Stand Behind Your Convictions

JACKSONVILLE SHERIFF'S OFFICE

JACKSONVILLE, FLORIDA

ATIMS JAIL MANAGEMENT SOFTWARE

STATEMENT OF WORK

21622 Plummer Street, Suite #210, Chatsworth, CA 91311
818.428.6190

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JAIL MANAGEMENT SYSTEM STATEMENT OF WORK

I. Overview

The following is a description of the work ATIMS is to perform, Jacksonville responsibilities defined where applicable, and the deliverables to be provided. It describes the principal activities and responsibilities of ATIMS and Jacksonville to install ATIMS Jail Management System ("JMS" or "Software") in Jacksonville detention facilities. This Statement of Work ("SOW") may be updated as required throughout the life of the JMS implementation. The parties will mutually agree upon dates that correspond with scope changes to this SOW, including those for additional services. All updates to this SOW will be submitted to Jacksonville Sheriff's Office for approval.

II. Specifications

Implement ATIMS web-based JMS for Jacksonville. The JMS shall be installed on a Windows 2016 Server and an MS-SQL 2016 database (or later) with Jacksonville workstations accessing it from a compatible web browser through a TCP/IP network connection. Jacksonville will be responsible for ensuring the connection between the server and Jacksonville workstations is stable and secure.

III. Installation of ATIMS JMS

The following steps outline the installation process for ATIMS JMS. ATIMS agrees that the installed JMS will be the most current version available at the time of the execution of the Agreement. Once Jacksonville has configured a 2016 Microsoft SQL Server and the Web server with the operating system, ATIMS will install the JMS and create a test database. Jacksonville will be responsible for any data and JMS backup and/or recovery, as well as any disaster recovery plan. The JMS will be loaded with default table values and a System Administrator account. Jacksonville Sheriff's Office system administrator will then use the System Administrator account to create all necessary user accounts and user groups. In conjunction with the Jacksonville's System Administrator, an ATIMS engineer will load Jacksonville specific codes and values into the JMS maintenance tables and will provide the contents of all lookup tables.

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A. Database

ATIMS and Jacksonville will configure at least two (2) identical databases. One (1) database will be used for testing and training and the other will be used for production.

The two (2) databases, residing on the same database server, will contain the following:

Testing and Training Database

1. A sample training database containing person and data records;
2. State of Florida Charge Codes and Descriptions; and
3. Samples of system reports.

Production Database

Creation of a default live database

1. The complete, tested, and certified code tables localized to Jacksonville as per the information provided by Jacksonville, and
2. System reports available within the JMS.

B. Web Server

Jacksonville will configure a web server to run IIS. For each database environment, Jacksonville will configure an IP or virtual IP specific for that environment. ATIMS will install and configure the web-based JMS for each environment in its entirety.

C. Jacksonville Sheriff's Office Workstation

As the JMS is a web-based system, no Jacksonville install is required and Jacksonville workstations only require a compatible web browser to operate the JMS. Viewing PDF documents requires PDF reader. The workstations that will have external devices (signature pad, fingerprint scanner, etc.) will require locally installed drivers and/or browser extensions that will be provided by ATIMS.

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IV. JMS Training

ATIMS will provide training to Jacksonville on how to create users and security roles within the JMS. During the training, ATIMS's trainer will assist Jacksonville in creating sample user accounts with the relevant security roles. Jacksonville will be responsible for creating the remainder of the user accounts and assigning security privileges to all jail staff users.

V. Hardware and Software Minimum Requirements

A. Hardware

Web Server

Processor:	Intel Xeon, E5450 @ 3 GHz or higher
Memory:	8 GB RAM
Hard Disk:	100 GB HDD
Network:	Network card, Internet access for remote ATIMS support staff access

Database Server

Processor:	Intel Xeon, E5450 @ 3 GHz or higher
Memory:	16 GB RAM
Hard Disk:	500 GB HDD – we recommend splitting into 3 or 4 drives – OS, DB, Log, and TempDB
Network:	Network card, Internet access for remote ATIMS support staff access

Workstation

Processor:	Intel I3 or compatible; 1.8 GHz or higher processor
Memory:	4 GB RAM (8GB recommended)
Hard Disk:	Not applicable
Video:	Video Card that Supports resolution of at least 1024 X 768
Network:	Network card

Note: The above workstation requirements are only a recommendation as the JMS can be run on any PC with the web browser.

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B. Software

Database Server

Operating System:	Microsoft Windows 2016 Server or Linux distribution that supports SQL Server 2017
Database:	Microsoft SQL Server 2016 or 2017
Remote Access:	Cisco VPN with Microsoft Windows Terminal Services or compatible solution for support

Web Server

Operating System:	Microsoft Windows 2008 Server with Windows IIS7.0 or higher
Remote Access:	Cisco VPN with Microsoft Windows Terminal Services or any compatible solution for support
Dependencies:	.NET framework 4, java script, acrobat viewer, flash, Silverlight 5

Workstation

Operating System:	Microsoft Windows 7 or 10 or higher
Browser:	Google Chrome, MS Edge or MS Internet Explorer 11
Dependencies:	JavaScript, Acrobat Reader

VI. Interfaces

Jacksonville understands, and ATIMS agrees, that the following interfaces can reside in JMS currently. ATIMS agrees that programming must be performed, and must be completed to ensure these interfaces function to the reasonable satisfaction of Jacksonville. The following interfaces are included as part of this Agreement:

#	Interface (Functionality)	Associated Vendor	Brief Description
1	LiveScan	Morpho Track	2 way
2	VINE	VINE	1 way
3	RMS	Copsmore	2 way
4	Phone	GTL	2 way (roster push, phone pins pull)
5	Commissary (Inmate Accounting)	Keefe	2 way (roster push, balance pull)
6	Inmate Release Notifications	Smart Jail	1 way
7	Mugshots	JPICS	1 way - This will be addressed within ATIMS mugshot module; data conversion from prior system

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			will be needed
8	SSA	SSA	1 way - ATIMS provides an export in the SSA format for JAX to load to Gov to Gov website. No additional charge for this functionality
9	AFIS	AFIS	2 way
10	Medical	Armor Correctional (Core EMR)	1 way (roster & appts push); discuss ltd access to contracted med staff
11	Barcode Scanning / Inmate Tracking	JAX no longer using DataWorks	This will be addressed printing ATIMS barcoded bracelets and with ATIMS mobile web and tablets

VII. Data Conversion Requirements

Jacksonville has completed ATIMS' data conversion questionnaire and plans for three data sources (JMS, SQL and RMS). These sources include Oracle and SQL databases. This would include the following data points:

- ☒ Person (Name/Numbers)
- ☒ Address History
- ☒ SMT's
- ☒ Photos
- ☒ Booking Data (Charges, Bail, Releases)
- ☒ Sentencing
- ☒ Classification
- ☒ Housing Move
- ☒ Tracking (Movement)
- ☒ Safety Check
- ☒ Inmate Notes
- ☒ Cell Log
- ☒ Head Count
- ☒ Visitation
- ☒ Work Crews
- ☒ Appointments
- ☒ Users
- ☒ Agencies
- ☒ Court
- ☒ Dropdown Contents
- ☒ Crime Codes

There are more than 100 tables expected to be converted with an average of 25+ fields per table. Jacksonville has requested conversion of at least 7 years of historical data to provide for Florida's minimum record retention requirements. Jacksonville has 35-40,000 inmates per year. The data to be converted includes Photos/SMTs which are in a jpg format. There are approximately 200,000 images which meet the 1 to 1.25 width to height aspect ratio.

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ATIMS understands the data conversion requirements and will assist where possible. Jacksonville, working with Unisys (the legacy vendor), will be responsible for converting any/all Oracle data. There are two options for providing that source data to ATIMS.

1. Extracting data from the tables into text files
2. Convert Oracle database into SQL Server, and then create a backup (.bak file)

ATIMS would prefer SQL, since relational nature of the data ensures some level of referential integrity; however, ATIMS can work with whichever is easier to accomplish soonest. Note: ATIMS does not have an Oracle license and is unable to read the data as it resides currently in the legacy database. ATIMS is willing to sign an NDA with legacy vendor as desired.

Regarding mugshots, ATIMS understands that they are stored as image files (as opposed to being blobs in the database). Based on this understanding, ATIMS would need access to those files and clarification as to how the files are associated with inmates, likely by file name and/or directory name.

VIII. Purchased Add–Ons

A. Mobile Web

The JMS Mobile Web Front End will be installed and operable within the Jacksonville Sheriff's Office wide area network. The Mobile Web Front End is a redirect from the ATIMS Online Website.

Core functionality of the Housing, Inmate and Location module tasks include the following:

- Mobile Housing operations including check-out, check-in, viewers, rosters, cell logs, appointments, head count, programs, security check, visitation tracking and console monitoring for timer notifications.
- Inmate functions include inmate detail, inmate last x hours, basic booking information, current photo, inmate descriptors, program and visitation tracking, check-out, check-in, and requests.
- Location tasks include search, view, track, notes, check-in, and move.

Safety check, observation log and headcount functionality are also available in the housing and location sections of the JMS Mobile Web Front-End.

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B. Signature Pads Software

ATIMS has a signature capture subsystem that is installed and available as part of the complete ATIMS JMS system. ATIMS allows for signature pad integration, specifically signature capture into forms. Inmates and personnel can sign forms, book sheets, inventory sheets, et cetera. Additionally, Agencies will have the ability to insert signatures into their newly created forms from ATIMS point-click, front-end interface. While ATIMS is agnostic to the signature pad vendor and can work with any vendor, ATIMS recommends Topaz signature pads. To date, ATIMS has integrated with Topaz in many correctional facilities and has had no issues. This functionality will save Jacksonville time and money and promote your green initiatives, requiring less forms and paper to be printed to obtain signatures.

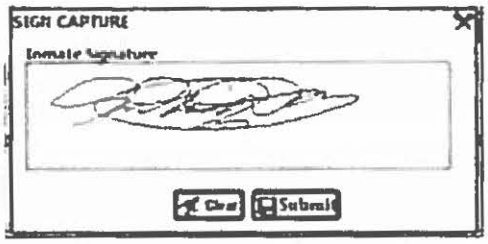


Figure 1: Signature Pad Sample (CONFIDENTIAL)

C. Inmate Pod Kiosk Software

As an add on functionality to our JMS system, ATIMS built a Request Engine for a POD Kiosk, which creates a dialogue between the Inmate and the appropriate Department or related Staff member for any inmate request (Medical, Commissary Vendor Menu, Phone Acct, Programs, etc.). The response can be read by the Inmate through the Kiosk. The Kiosk can also be configured to read Inmate biometrics for login if that is also purchased within this contract. ATIMS is able to interface with your Phone and Commissary vendors to offer this seamless, efficient Kiosk system. ATIMS Request Engine/Pod Kiosk software can be used on an inmate tablet as well.

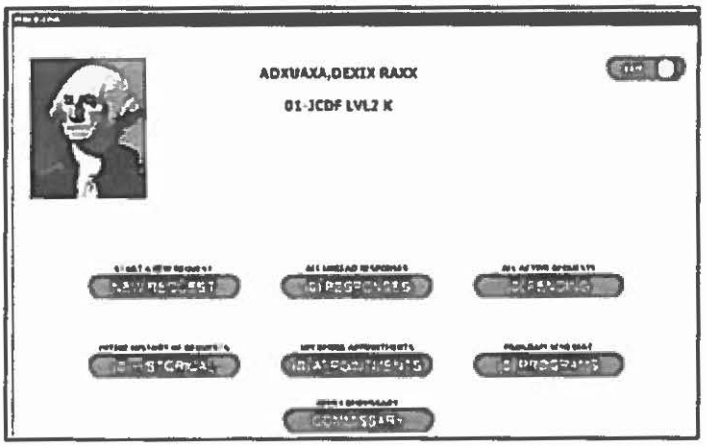
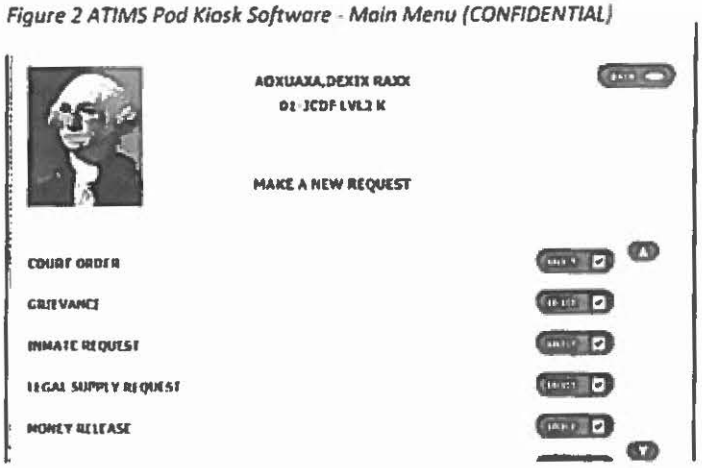


Figure 2 ATIMS Pod Kiosk Software - Main Menu (CONFIDENTIAL)

Depending upon the functionality Jacksonville is interested in providing



to the Inmates, a Pod Kiosk or Tablet could be used for a plethora of "kite-type" requests and services - including inmate emails, court dates, appointment schedules, commissary orders, video visitation, external visitation requests, program requests, medical appointment requests, classification requests, grievances and education.

This functionality can free up a lot of time for your Housing Officers to keep track of, and develop relationships with, your inmates rather than receiving and responding to kites constantly. This takes the accountability for receiving kites and pushing them forward from the Officers, and puts the onus back on the inmates. The number of requests received can be managed at the Agency level...one per quarter about one issue or to one department – so as not to overwhelm staff with lots of the same request. It also gives the inmates some self-sufficiency to handle their own matters. This electronic method gives Agency departments time to review urgent requests and prioritize and respond when it works into their schedule.

Figure 3 ATIMS Pod Kiosk - Request Engine Functionality (CONFIDENTIAL)

D. Officer Tablets/Mobile Devices

ATIMS has a mobile web solution available for staff to use for conducting facility function within the housing units of the jail as discussed before. ATIMS has designed our mobile environment as a mobile website, as opposed to a mobile app. This allows us to run on any browser/on any device. Agencies may purchase Android, Apple, or Windows devices and each will run our mobile. Many of our agencies use a standard 7-inch screen android tablet for cost effectiveness. We also have seen agencies procure a more ruggedized table with a higher price tag. ATIMS can run on either and wants agencies to have the freedom to choose what works best in their environment.

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IX. Additional Equipment Available with ATIMS JMS

A. Biometric Readers

ATIMS has integrated Fulcrum Biometrics readers within our ATIMS JMS system. This allows for the local storage of biometric identifiers for inmates and staff within the system.

- Staff biometrics can be used as logon credentials for specific workstations. This allows staff the use of fingerprint login in areas like direct supervision housing units where there may be inmates around to try to observe password entry.
- Inmate biometrics can be used at any stage throughout the system from pre-booking entry, intake, booking, housing, inmate movement and release confirmation, as well as for the pod kiosk option discussed later. All biometric information is retained within the system so any prior inmates can be identified upon return to custody.

Figure 4 Biometrics Fingerprint Example

B. ID Card Scanner

ATIMS can use any generic USB magnetic card reader that can read all 3 levels of encoding.

C. Barcode Reader / Printer

ATIMS can interface with many different barcoding reading devices. ATIMS has barcode printing built into the base system. The ATIMS system uses Windows print windows and can print to any networked Windows printer.

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X. Training Tasks

ATIMS will perform training in consultation with Jacksonville, based on its needs and specifications. ATIMS and Jacksonville will agree upon the training curriculum, which will include the following:

a. Booking Process

b. Property Management

c. Classification

d. Housing Assignments

e. Records Management

f. Releases

g. Maintaining Inmate Scheduling and Tracking

h. Managing Inmate Movement

i. Managing Visitations

j. Inmate Accounting Management

k. Creating Inmate Listings

l. Merging, Sealing, and Purging of Inmate Records

m. Management and Statistical Reports

n. Mobile Web Functionality

ATIMS will create a custom training plan in consultation with Jacksonville to ensure that users receive appropriate training, keeping in mind Jacksonville's processes and workflow. This plan will describe and identify the quantity of each type of training class that will be provided, any required prerequisites, and the maximum number of users recommended in each class. ATIMS recommends a train-the-trainer approach and will work with Jacksonville in developing an effective training plan.

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XI. Transition to ATIMS's JMS

ATIMS and Jacksonville will achieve the transition to the new JMS in the following manner.

A. Pre-production Phase

ATIMS will perform the data conversion of legacy Jacksonville data and will perform a "practice" transition exercise utilizing the legacy Jacksonville data used for testing and training. A core team of the Jacksonville's staff will intake new cases, create documents, and generate reports within the JMS. They will log any major problems as they utilize the practice production system. ATIMS, with reasonable assistance from Jacksonville, will address and solve the problems on the practice JMS. ATIMS and Jacksonville will then agree on a date/time for JMS transition. Jacksonville understands that it shall not rely upon the JMS at this pre-production phase for actual or "live" inmate tracking. Jacksonville will still use the legacy system and will still enter all actual or "live" inmate data in the legacy system during this pre-production phase.

B. Acceptance Phase

After ATIMS has installed the JMS and both Jacksonville and ATIMS have mutually agreed that the JMS is functional, Jacksonville shall have a period of time ("Acceptance Period") from the date of installation to verify that the JMS performs to the specifications as provided in the Agreement.

In the event that Jacksonville determines that the JMS does not meet such specifications, Jacksonville shall notify ATIMS in writing, and ATIMS shall modify or correct the JMS as required. The date of Acceptance will be that date upon which Jacksonville provides ATIMS with written notice of the satisfactory completion of the Acceptance testing.

Acceptance testing will be performed by Jacksonville prior to Production Transition, as set forth below. ATIMS will devise, and Jacksonville will approve a formal test plan and form. Jacksonville will monitor and approve results of tests conducted prior to JMS Acceptance.

Jacksonville and ATIMS will sign and date all testing results and will agree on whether or not the JMS passes or needs more modification and testing. If the functioning requirements of the JMS fail at testing, ATIMS will correct the problems at no additional cost to Jacksonville. This is only applicable for functions already within the JMS. In that event, the acceptance testing process will be repeated after the changes are made as many times as needed, until the JMS passes.

Acceptance testing will be completed when ATIMS and Jacksonville agree that the JMS is ready for production, and when both parties sign, date, and check the final acceptance on the testing

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forms.

C. Testing

XII. ATIMS Deliverables

Quality Assurance (QA) and User Acceptance Testing (UAT)

Prior to User Acceptance Testing ("UAT") by Jacksonville of the JMS configuration for each software module being granted to Jacksonville under this SOW, ATIMS will run the JMS configuration through its testing scripts and Quality Assurance ("QA") process to determine that the JMS configuration conforms to Jacksonville's design specifications and documentation as described in the Agreement.

Unit Testing – ATIMS will test functionality based on Jacksonville specific requirements defined in the configuration document approved by Jacksonville.

JMS Testing – ATIMS will test functionality within the Jacksonville environment as described in Jacksonville's configuration documents to determine acceptance of the JMS.

Integration Testing – ATIMS will work in cooperation with assigned Jacksonville personnel to test functionality and interfaces (if applicable) with Jacksonville systems existing in Jacksonville's technical environment to determine acceptance of the JMS.

Upon completion of internal testing, ATIMS will assist Jacksonville in conducting UAT. ATIMS will resolve any outstanding issues related to JMS acceptance testing.

Integration/UAT Defect Fixes

ATIMS will resolve any Jacksonville reported problem and will provide fixes for any variances of the JMS configuration which deviates from the Agreement. JMS errors that are discovered during UAT will be corrected and the JMS shall be free of all defects, or a work-around solution will be provided. Re-testing will be performed on the modified JMS configuration by Jacksonville. Upon Jacksonville's determination that UAT of the JMS configuration has met the specifications as described in the Agreement, including JMS documentation, Jacksonville will issue its notice of Acceptance as provided in this SOW.

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XIII. Jacksonville Deliverables

Jacksonville will provide necessary resources to participate in User Acceptance Testing (UAT) of JMS and other deliverables within the timeframe assigned in the JMS Project Implementation Plan document, the most recent version of which both parties will agree to prior to implementation. ATIMS will assist Jacksonville in UAT. Jacksonville will verify that the JMS configuration has met the specifications as laid out in the configuration documents and as described in the Agreement and has been successfully integrated based upon details of the configuration documents. Any variances from the specifications and configuration documents as described in the Agreement shall be noted during the UAT and will be corrected by ATIMS in a timely manner.

Jacksonville shall review, evaluate and/or test the JMS configuration within ten (10) days after receipt of the JMS configuration from ATIMS. An acceptance or rejection form will be signed by Jacksonville within two (2) days of completion of this evaluation. After that period if Jacksonville has not accepted or stated any objections to that version of the JMS configuration, Jacksonville will have been deemed to have completed the UAT and thus accept that version.

For elements of the JMS configuration that are not accepted due to non-conformity or defect based upon the specifications as described in the Agreement, Jacksonville will notify ATIMS in writing of the rejected element(s) within the acceptance period specified above ("Rejection Notice"). Upon receipt of a Rejection Notice, ATIMS will correct any defects or non-conformities to the extent required within ten (10) business days or provide an estimate of the time needed, and provide a plan for correction in situations in which it is not feasible to correct the non-conformity or defect within the ten (10) business days.

The total time Jacksonville can spend in UAT is fifteen (15) calendar days, excluding time ATIMS is correcting discrepancies. Once Jacksonville has actually or been deemed to have accepted the most current version of the JMS configuration provided, ATIMS will not be required to make any additional changes. Should any such additional changes be requested by Jacksonville or ATIMS, both parties will enter into negotiations as to the terms governing those further changes.

D. Production Transition

On a date agreed to by both parties, Jacksonville will begin production use of the JMS. There will be a freeze on any further data entry into Jacksonville's existing [legacy] Jail Management

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System so that the production data in the JMS will be current when the actual transition takes place. ATIMS will provide one-person onsite for support at Production Transition for three (3) consecutive business days. If a "Transition Problem" occurs, and persist following this three (3) day period, that prevents Jacksonville for properly using the JMS the following procedure will occur. If the Transition Problem is the result of an ATIMS configuration mistake or error, then ATIMS shall continue to provide ongoing support until the problem is resolved. If the Transition Problem is the result of a Jacksonville event, cause or oversight, then ATIMS' support after the three (3) consecutive business days shall be at Jacksonville's cost at ATIMS then current hourly rates.

During transition, ATIMS will provide priority processing for all calls during the first month of transition to troubleshoot any problems that may arise and to assist Jacksonville users in their use of the JMS as needed. If it is determined that a higher level of support is required, Jacksonville and ATIMS shall agree on the specifics of additional support required. ATIMS will shift to maintenance mode from this point forward.

XIV. JMS Documentation

ATIMS will document the installed JMS and will provide up-to-date user manuals and technical documentation, including a complete data dictionary, in electronic formats prior to the actual Production Transition. The data dictionary will assist jail staff in creating their own ad hoc queries and reports as well as developing custom reports with the JMS and third-party reporting software as desired by Jacksonville. Any updates Jacksonville requires to the user manuals after JMS acceptance will not be covered under this SOW.

XV. General ATIMS Project Management Responsibilities

Project management occurs throughout the project, and the PM is involved in every task. The overall project management activities are as follows:

A. ATIMS Responsibilities

1) Tier Two Level Project Management

Following is a description of ATIMS's responsibilities during the implementation process for the Tier Two Level of Project Management that Jacksonville has selected:

Overall Project Management

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1. Maintain project communications with Jacksonville's designated Project Manager.

2. Maintenance of a current JMS Project Implementation Plan.

3. Manage the efforts of the ATIMS staff and coordinate ATIMS activities with the Jacksonville Project Manager.

4. Conduct weekly project status meetings with Jacksonville's Project Manager.

5. Provide onsite project management once a month during project implementation.

6. Provide timely responses, within ten (10) business days, to issues raised by Jacksonville's Project Manager.

7. Prepare and submit project Change Proposals to Jacksonville's Project Manager as necessary.

8. Coordinate ATIMS engineers working directly with third party vendors to develop any interfaces contractually contained within the project.

2) Pre-installation

1. Review the Jacksonville's proposed hardware configuration to determine that it is compatible with JMS.

2. Calculate preliminary total database size, based on Jacksonville provided transaction volumes.

3. Install JMS and provide Jacksonville with installation instructions and hardware connection diagrams.

4. Create JMS training database.

5. Create ATIMS objects and JMS setup code tables.

6. Configure Jacksonville's JMS system tables and enroll users in test database.

7. Provide general and JMS administrator training.

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8. Assist Jacksonville in configuring the production security tables and user privileges.
9. Confirm network connectivity for interfaces.

3) Data Conversion

1. Map fields from current system to ATIMS JMS as per the data conversion requirements, using Jacksonville-provided documentation and data. ATIMS will work in conjunction with Jacksonville in completing this requirement.
2. Create and run data exception reports and review the reports with applicable Jacksonville staff.
3. Perform test conversion in coordination with Jacksonville IT, Jail IT, and Jacksonville SO Staff.
4. Perform all subsequent loading of legacy data as needed through transition. Confirm with Jacksonville Jail staff the acceptance of the loaded legacy system (Golden Eagle) data

4) Interface Development

1. Identify any information required from Jacksonville for developing each interface.
2. Identify any information required from third party vendors/entities for developing each interface.
3. Request design/review assistance from Jacksonville as required to ensure that interfaces meet the JMS requirements.
4. Tailor, customize, and install all JMS interfaces in accordance with the interface requirements.
5. Test the JMS interfaces to ensure conformance.

5) Training

1. Train users to utilize the JMS.
2. Provide context-based training to groups of managers, clerical staff, officers, super users, and JMS administrators.

Final Product Set up used by Jacksonville Sheriff's Office ONLY

3. ATIMS will allocate a total of five days, each eight hours long, of onsite training. Jacksonville can decide when and how the hours will be divided based on an agreed upon training plan.

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B. Jacksonville Sheriff's Office (SO) Responsibilities

1) Overall Project Management Responsibilities

Following is a description of Jacksonville's responsibilities during the implementation process:

Overall Project Management Responsibilities

1. Maintain project communications with the ATIMS Project Manager.
2. Manage the efforts of Jacksonville staff and coordinate Jacksonville activities with the ATIMS Project Manager.
3. The Jacksonville Project Manager must ensure that their personnel have ample time, resources, and expertise to carry out their respective tasks and responsibilities.
4. The Jacksonville Project Manager will identify core staff to act as subject matter experts as resources to ATIMS Project Manager for workflow process details.
5. The Jacksonville Project Manager or his designee will participate in the status meeting with the ATIMS Project Manager.
6. Provide timely responses, within ten (10) business days, to issues raised by the ATIMS Project Manager.
7. Liaison with all Jacksonville-provided third-party vendors and associated systems.
8. Ensure acceptable Change Orders are approved by authorized signature.
9. Ensure timely payment of invoices.
10. Ensure ATIMS access to server and network equipment and work areas on a 24x7 basis, with pre-authorization for off-hours.
11. Provide workspace for ATIMS personnel as reasonably requested.

2) Pre-installation

1. Install adequate server and Jacksonville hardware.
2. Provide ATIMS with transaction volumes of legacy systems.
3. Define user access and security privilege classes and provide a complete list of users, titles, and relevant user information.
4. Provide ATIMS with basic network configuration details including hosts and TCP/IP addresses.
5. Provide ATIMS with Internet/VPN access for remote support and maintenance.

3) Data Conversion

1. Extract data from Jacksonville legacy Jail System and provide the extracted data in a SQL database or delimited/flat ASCII file format.
2. Review legacy system to identify fields that are an anomaly and used for other than the field's original purpose (if any). Assist ATIMS in mapping fields to the appropriate field in the JMS.
3. Review data exception reports and correct the data in legacy JMS.

4) Interface Development

1. Provide, on request, technical information, record layouts, and documents necessary to establish the Interfaces.
2. Provide all required liaison support with any third-party vendors/entities required to support the JMS interfaces.
3. Provide input and design assistance to vendors regarding JMS interfaces as requested.

5) Training

1. Provide training environment with adequate hardware and software.
2. Provide lists of trainees by role in the department and training to be received.
3. Manage training schedule to ensure that all trainees appear as scheduled.
4. Provide evaluative feedback to the trainers.

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NOTE: ATIMS shall provide onsite ATIMS personnel for training for a specified number of consecutive days. The onsite time will be arranged by mutual agreement with ATIMS and Jacksonville.

XVI. Change Control and Tracking

In the normal course of development, changes to items of prior agreement and approval may need to be made to enhance delivery and functionality within scope and schedule. When such occasions arise, clear communication to all parties involved will be necessary to achieve potential advantages without a greater disadvantage to the project as a whole. A Change Control Document will be used to coordinate the routing, impact assessment, and approval of the proposed changes. Changes that do not significantly affect scope or schedule will be approved through the Change Control Document by the joint agreement of Jacksonville and ATIMS project managers. ATIMS will provide up to $2,000 in labor fees (as listed below) for such changes in total. Any fees for labor after the $2,000 amount will be billed pursuant to the rates below. Changes that substantially affect the project scope or deliverables schedule will be handled as addressed below, under "Scope Change Procedures".

Scope Change Procedures

Wherever possible, Jacksonville and ATIMS will attempt to shift identified scope changes to a follow-on project and delivery, so as not to jeopardize the delivery schedule and costs of the current project. If this is not possible, Jacksonville will prepare a memorandum delineating the requested change. ATIMS will determine the time and cost for implementing the change and its effect on the Project Delivery Schedule and/or JMS Project Implementation Plan. Jacksonville will execute the scope change if ATIMS's terms and conditions are agreeable to Jacksonville. Otherwise the change will not be implemented as part of this project. Any changes to the Statement of Work after execution of this Agreement will cause the above process to occur and may cause additional fees to be charged to Jacksonville.

Hourly fees for ATIMS resources assigned to Jacksonville:

Resource	Rate (per hour)
IT Technician	$150
Software Engineer	$175
Software Designer	$200
Travel and Related Expenses (if necessary)	Pass through

Travel time for each resource will be charged at half hourly rate for that employee.

* to be reimbursed in accordance with Travel and Expense Policy, at current IRS reimbursement rates, for all air or ground travel, lodging, food and per diem.

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XVII. Cost & Payment Schedule

ATIMS has developed a comprehensive cost proposal and milestone payment schedule for the Jacksonville Sheriff's Office.

ATIMS Cost Proposal Summary

Jacksonville, Florida
Unlimited Users
Number of Active Inmates: 3270

up to 3500

1. Jail Management Software Costs	Price	Required	Sub-Total Price	Discounted Special Pricing
Jail Management Software	$ 2,460,150	YES	$ 2,460,150	$ 1,230,075
Category 1 Sub-Total			**$ 2,460,150**	**$ 1,230,075**
2. Interfaces	**Price**	**Required**	**Sub-Total Price**	**Total Pricing**
Morpho Track (Livescan) - 2 way	$ 7,000	YES	$ 7,000	$ 7,000
VINE = 1 way	$ 3,000	YES	$ 3,000	$ 3,000
Copsmore (RMS) to be replaced by ARMS (RMS), both home grown - 2 way	$ 6,000	YES	$ 6,000	$ 6,000
Phone Roster/Pins (GTL) - 2 way	$ 5,000	YES	$ 5,000	$ 5,000
Commissary Roster/Balances (Keefe) - 2 way	$ 5,000	YES	$ 5,000	$ 5,000
JSO Public Website (Inmate Release Notifications) - 1 way	$ 3,000	YES	$ 3,000	$ 3,000
Medical (Armor Correctional / Core EMR) - 1 way	$ 3,000	YES	$ 3,000	$ 3,000
RFID (Inmate Tracking) 2 way (this would replace arm band if feasible)	$ 3,000	NO	0	0
AFIS - 2 way	$ 6,000	YES	$ 6,000	$ 6,000
JPICS (Mugshot) - 1 way (to replaced by ATIMS internal mugshot database)	$ 3,000	NO	0	0
Category 2 Sub-Total			**$ 38,000**	**$ 34,200**
3. Data Conversion Costs	**Price**	**Required**	**Sub-Total Price**	**Total Discounted Pricing**
Data Conversion - questionnaire to be completed - More information needed to price	$ 50,000	YES	$ 50,000	$ 50,000
Category 3 Sub-Total			**$ 50,000**	**$ 50,000**
4. Customizations	**Price**	**Required**	**Sub-Total Price**	**Total Pricing**
None	TBD	NO	0	0
Category 4 Sub-Total			**$ -**	**$ -**

Category 5 - Professional Services	# of Personnel	Hours of Effort	Price	Required	Sub-Total Price	Total Discounted Pricing
1. Project Management	1	600	$ 150,000	YES	$ 150,000	$ 135,000
2. Business Analysis	1	250	$ 43,750	YES	$ 43,750	$ 35,000
3. Technical Lead	1	400	$ 80,000	YES	$ 80,000	$ 64,000
4. Technical Support	2	200	$ 66,000	YES	$ 66,000	$ 52,800
5. Training	2	300	$ 60,000	YES	$ 60,000	$ 60,000
6. Documentation	1	150	$ 11,250	YES	$ 11,250	$ 11,250
Category 5 Sub-Total					**$ 411,000**	**$ 286,440**

Category 6 - Travel***	# of Personnel	# of Days	Price	Required	Sub-Total Price	Total Discounted Pricing
Kick Off Meeting	3	5	$ 4,850	YES	$ 4,850	$ 4,850
Business Analysis	2	20	$ 10,600	YES	$ 10,600	$ 10,600
Project Management	1	70	$ 20,800	YES	$ 20,800	$ 20,800
Technical On Site	1	80	$ 23,700	YES	$ 23,700	$ 23,700
Training On Site	3	20	$ 14,900	YES	$ 14,900	$ 14,900
Category 6 Sub-Total					**$ 74,850**	**$ 59,880**

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7. Add-On Functionalizes Licenses	Price	Required	Sub-Total Price	Discounted Special Pricing
A - Camera Option				
ATIMS direct solution: Photo taken by ATIMS software and camera. Integrated with inmate intake and booking functionality. *	$ 3,500	NO	0	$ -
B - Scanner Option				
Scanner button within ATIMS software. Drive the scanner directly from ATIMS with images being directly pushed to server and attached to inmate or booking file. Scanner must be twain compatible. Can use existing client's scanners.	$ 35,000	YES	$ 35,000	included
C - Biometrics				
Fingerprint identification and Registration at Intake, Release, and Kiosks. Personnel Fingerprint recognition when logging into JMS. *	$ 62,500	NO	0	$ -
D - Signature Pads- Topaz Software				
Software interface engine. Signature Development Took Kit. Includes signature capabilities on the Booking Sheet and Personal Inventory Forms. NOTE: This option gives the client the capability of adding signature fields to any custom form. *	$ 24,000	YES	$ 24,000	$ 12,000
E - Kiosk: Inmate POD				
ATIMS base kiosk application includes secure Booking, Visitation, Appointments, Incident, and Grievance information. In addition it allows the inmates to place requests and receive responses. *	$ 45,000	YES	$ 45,000	$ 15,750
F - Kiosk: Live Scan				
Includes the ability to identify the inmate at the Live Scan station and provide data back to the Live Scan vendor.	$ 22,500	NO	0	$ -
G - Mobile Web				
Provide functionality on any Handheld devise used by correctional staff for POD related tasks such as: tracking, roster, inmate file, headcounts, cell logs, safety checks, and many more. **	$ 195,000	YES	$ 195,000	$ 50,700
Category 7 Sub-Total			$ 299,000	$ 78,450
8. Hardware Costs	**Price**	**Quantity**	**Sub-Total Price**	**Pricing**
Wristbands (1 box / 500)	$ 222	$ -	$ -	$ -
Barcode Printer (specialized)	$ 700	$ -	$ -	$ -
Wristband Sealer	$ 347	$ -	$ -	$ -
Biometrics (fingerprint) readers	$ 123	$ -	$ -	$ -
Biometric solution requires a stand alone windows server and a sequel server database license.	$ 111	$ -	$ -	$ -
Biometric Software License	$ 7,250	$ -	$ -	$ -
Topaz Signature Pads	$ 250	$ -	$ -	$ -
Category 8 Sub-Total			$ -	$ -
System Requirements	**Price**	**Quantity**	**Sub-Total Price**	**Pricing**
Windows based web server (windows 2008R2 or windows 2012)	not included	n/a	not included	$ -
Microsoft sQL data base (2008 or 2012)	not included	n/a	not included	$ -
Minimum requirement of 100mb of storage space for photos and documents	not included	n/a	not included	$ -
Category 8 Sub-Total			$0	$ -
Notes: * Software costs only. Hardware costs are broken out and provided in Category 7 pricing ** Hardware, network, and other infrastructure components are not included in price. *** All Travel Expenses are invoiced separately at actual and per diem rates				
TOTAL ESTIMATED PURCHASE PRICE				$1,739,045
Yearly Support and Maintenance Fee				$279,903

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Actual Maintenance & Warranty from costs		**03/2019 SUBMITTAL**
Year 1 - Warranty (cost included in License Cost)		*adjusted to 28%*
Year 2 (%original/undiscounted cost)	$	279,903
Year 3 - 2% increase	$	285,501
Year 4 - 2% increase	$	291,211
Year 5 - 2% increase	$	297,035
Year 6 - 2% increase	$	302,976
Year 7 - 2% increase	$	309,035
Year 8 - 2% increase	$	315,216
Year 9 - 2% increase	$	321,520
Year 10 - 2% increase	$	327,950
MAINT ONLY	**$**	**2,730,347**

The increase in maintenance was developed to help Jacksonville spread the cost of the Software License Agreement (which was discounted 50% from $2,460,150 to $1,230,075) to increased maintenance payments from $199,930 per year to $279,903 (first year following implementation) over a 10-year span. This provides ATIMS with $741,094 above the standard maintenance cost, which contributes towards the Software License discount of $1,230,075. This increase in annual maintenance still provides Jacksonville with a 25% discount ($618,087) to the Software License Agreement Cost.

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Section 1 - One Time Costs

		Milestone Amount	Deliverable Amount
1	**Contract Initiation / Project Planning**	$ 300,000	
	Deliverables:		
	A. Board Approved Contract		$ 150,000
	B. Approved Project Management Plan		$ 85,000
	C. Approved Baseline Project Schedule		$ 65,000
2	**Jail Management System: Analysis, Development, & Testing**	$ 245,000	
	Deliverables:		
	A. Approved System Requirements/Modification Documents		$ 100,000
	B. Approved Requirements Tracking Plan		$ 75,000
	C. Approved System Testing Plan		$ 70,000
3	**Base Product Implementation and Acceptance: Test Environment**	$ 455,000	
	A. Booking, Property, Classification, Inmate Movement, Release		$ 65,000
	B. General, Incident Reporting, Visitation, Program, GUI		$ 65,000
	C. Sentence Calculation, Inmate Grievance, Food Service		$ 65,000
	D. System Administration, Document Management		$ 65,000
	E. Work Project, Court, Error Correction		$ 65,000
	F. Alternative Work Programs		$ 65,000
	G. Reports		$ 65,000
4	**Jail Management System: Interfaces**	$ 125,000	
	Deliverables:		
	A. Approved Interface Management Requirements		$ 50,000
	B. Implement Mandatory Interfaces: Production Environment		$ 75,000
5	**Jail Management System: Data Migration**	$ 80,000	
	Deliverables:		
	A. Approved Data Migration Plan		$ 25,000
	B. Implement Data Migration: Training Environment		$ 20,000
	C. Implement Data Migration: Production Environment		$ 35,000
6	**Jail Management System: Add-On Installation**	$ 78,450	
	Deliverables:		
	A. Add-On modules		$ 78,450
	B. Custom Development Implementation		$ -
7	**Travel Expenses**	$ 59,880	$ 59,880
8	**Jail Management System: Production Environment**	$ 395,715	
	Deliverables:		
	A. Approved System Training Plan		$ 75,000
	B. Approved Go-Live Plan		$ 100,000
	C. System Rollout: Production		$ 220,715
	Totals	$ 1,739,045	

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Section 2 - Recurring Annual Costs

	Description	Annual Cost	
1	Year 1	[redacted]	
2	Year 2	$ 279,903	
3	Year 3	$ 285,501	
4	Year 4	$ 291,211	
5	Year 5	$ 297,035	
6	Year 6	$ 302,976	
7	Year 7	$ 309,035	
8	Year 8	$ 315,216	
9	Year 9	$ 321,520	
10	Year 10	$ 327,950	
	Total Maintenance Cost	$ 2,730,347	*as of 10/3/18*

TOTAL PROJECT COST **$ 4,469,392**

THE ACT 1 GROUP, INC. DBA ATIMS
(ADVANCED TECHNOLOGY INFORMATION MANAGEMENT SYSTEMS)

By: _____
Felix Rabinovich, Vice President

CITY COUNCIL
FOR JACKSONVILLE, FLORIDA

By: _____
Chair

By: _____
Commissioner

Date: _____

Approved as to form

By: _____
Office of County Counsel

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

APPROVED
By Ann Willis at 8:47 am, May 30, 2019

DATE (MM/DD/YYYY): 05/28/19

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

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

PRODUCER
M G SKINNER & ASSOCIATES
11030 Santa Monica Blvd #207
Los Angeles, CA 90025

CONTACT NAME:
PHONE (A/C, No, Ext): (310)478-5041 FAX (A/C, No): (310)479-8707
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Zurich American Insurance Company	16535
INSURER B: American Guarantee and Liability Insurance Company	26247
INSURER C: Ace American Ins Co	22667
INSURER D: Tokio Marine	23850
INSURER E:	
INSURER F:	

INSURED
The Act 1 Group, Inc., dba: ATIMS
P.O. Box 29048
Glendale, CA 91209-9048

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR X General Liability X GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	x	x	PRA 9698691-07	04/01/19	04/01/20	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 3,000,000 $ 1,000,000 $ 10,000 $ 3,000,000 $ 3,000,000 $ 3,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	x	x	PRA 9698691-07	04/01/19	04/01/20	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
B	X UMBRELLA LIAB X OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED X RETENTION $ 0			UMB9467218-07	04/01/19	04/01/20	EACH OCCURRENCE AGGREGATE	$ 15,000,000 $ 15,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	x	WLRC65894427	04/01/19	04/01/20	PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Cyber Liability	x	x	PSD-1434078	04/01/19	04/01/20	Limit	10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Job ID: 00190395
City of Jacksonville, its members, officials, officers, employees and agents are named as additional insured on General Liability, Automobile Liability and Cyber Liality on a Primary and Non- Contributory basis. Waiver of Subrogation in favor of City of Jacksonville, its members, officials, officers, employees and agents applies to General Liability, Automobile Liability, Workers Compensation and Cyber Liability. Notice of Cancellation under applicable policies: 30 days/ 10 days for non-payment of premium to The City of Jacksonville. Cyber Liability covered under Philadelphia Insurance Company (Tokio Marine) - NAIC# 23850 - Policy Number: PSD1434078 - Policy Period: 4/1/19-4/1/20- Limit $10M.

CERTIFICATE HOLDER

City Of Jacksonville
117 West Duval Street, Suite 335
Jacksonville, FL 32202

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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APPROVED
By Ann Willis at 10:09 am, Apr 05, 2019

ATTACHMENT A
INDEMNIFICATION

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

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

2. Intellectual Property Liability, arising directly or indirectly out of any allegation that the Services, any product generated by the Services, or any part of the Services as contemplated in this Contract, constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right. If in any suit or proceeding, the Services, or any product generated by the Services, is held to constitute an infringement and its use is permanently enjoined, the Contractor shall, immediately, make every reasonable effort to secure within 60 days, for the City Indemnified Parties a license, authorizing the continued use of the Service or product. If the Contractor fails to secure such a license for the City Indemnified Parties, then the Contractor shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to Buyer, so that the Service or product is non-infringing.

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

ATTACHMENT B
INSURANCE REQUIREMENTS

Without limiting its liability under this Contract, Contractor 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 Contractor 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
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.

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.

If Contractor will be performing its services onsite then the Contractor must maintain the additional coverages listed below:

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).

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 Contractor_(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.

Additional Insurance Provisions

A. Certificates of Insurance. Contractor_shall deliver the City Certificates of Insurance that shows the corresponding **City Contract or Bid Number** in the Description, **Additional Insureds, Waivers of Subrogation** and **Primary & Non-Contributory statement** as provided below. 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.

B. Additional Insured: All insurance except Worker's Compensation 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 and CG2037, Automobile Liability CA2048.

C. 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.

D. Contractor's Insurance Primary. The insurance provided by the Contractor_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.

E. 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 Contractor. 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.

F. Contractor's Insurance Additional Remedy. Compliance with the insurance requirements of this Contract shall not limit the liability of the Contractor_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.

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

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

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

QWS3270X 6/3/2019 2:14 PM
FAML6350 V5.1 ** NW COJ FAMIS PRODUCTION ** 06/03/2019
LINK TO: ACCOUNT SUMMARY INQUIRY 2:07 PM

FISCAL MO/YEAR : 09 2019 CURRENCY CODE :
INDEX CODE : SHCO64AIW INMATE WELFARE TRUST FUND
SUBOBJECT : 04904 TRUST FUND AUTHORIZED EXPENDITURES
PROJECT :
PROJECT DETAIL :
GRANT : TRSH09 SHERIFF'S TRUSTS (CF/CA)
GRANT DETAIL :
USER CODE :

S	JUNE 2019	ANNUAL BALANCE	ALL YEARS BALANCE
ESTIMATED REVENUES	.00	.00	.00
REVENUES	.00	.00	.00
UNREALIZED REVENUES	.00	.00	.00
BUDGET	.00	749,788.86	4,983,827.86
EXPENDITURES	.00	86,689.12	3,030,651.14
ENCUMBRANCES	.00	30,812.94	51,851.07
PRE-ENCUMBRANCES	.00	6,643.80	6,643.80
REMAINING BALANCE	.00	625,643.00	1,894,681.85

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

G014 - RECORD FOUND