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SINGLE SOURCE AWARD **BID # SS-13327-23**

Subject: ANNUAL MAINTENANCE FOR THE INSTALLED SECURITY SYSTEM AT THE JACKSONVILLE SHERIFF'S OFFICE FACILITIES FOR FISCAL YEAR 23

Department: JACKSONVILLE SHERIFF'S OFFICE

Description of Purchase:
Recommendation approval to retroact the period of service from October 1, 2022 through date of award.

Recommend approval of a Single Source award to Stanley Convergent Security Solutions, Inc. for the annual maintenance for the installed security system at the Jacksonville Sheriff's Office Facilities at PMB, Courthouse, P&E, Aviation, 711 Liberty St., Marine Facility, MCC, Zones 1-6, Veterans Memorial Arena, PTDF, CTC, Offender Tracking, ICAT, JREC, K-9 and Mounted Unit (includes parts and labor). Period of service is from date of award through September 30, 2023. Total award expenditure amount not-to-exceed $138,709.52.

Funding Source: 00111.552101.546030.000000.00001609.00000.0000000 - To be encumbered by Purchase Order.

Single Source Award To: Stanley Convergent Security Solutions, Inc.

Price Justification: See attachment

Total Award: $138,709.52 **Requisition #:** PSSS-500121-23

Attachments: Agency Memo, Single Source Form, Supplier Quote

Certification as to Single Source: Deloris O'Neal, Director of Police Services

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

Wallace-Cohen

Analyst: Olive Wallace-Cohen

for Dustin Freeman, 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 _____

Jacksonville Sheriff's Office

PAT IVEY, SHERIFF

Serve • Protect • Community

To: Dustin Freeman
Acting Chief of Procurement

Thru: Bill Clement, CPA
Chief of Budget

From: Deloris O'Neal
Director of Police Services

Subject: Single Source Award – Stanley Convergent Security Solutions

Date: October 11, 2022

The Jacksonville Sheriff's Office is requesting a single source award with Stanley Convergent Security Solutions for Annual Maintenance for the Installed Security Systems at the Jacksonville Sheriff's Office Facilities for 2023. The period of service is from October 1, 2022, through September 30, 2023. The not to exceed expenditure amount for the period is $138,709.52. The funding source is 00111.552101.546030.000000.00001609. Attached is the single source request and their proposal. The request will be processed through a purchase order.

Please let me know if you need any additional information.

JUSTIFICATION FOR SINGLE SOURCE (JSS)

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.

1. ***Requesting Agency:***	Jacksonville Sheriff's Office (JSO)
2. ***Nature and/or description of the requirement being requested.*** ***Identify each item, component or service being procured. (Attach quote/proposal):*** ***Why does the City need these particular goods or services?***	Maintenance for the installed security systems at JSO Facilities to include prox door, gate readers, operators, A1 controllers, barrier arm and software. The controllers and software at the PMB, Courthouse, P&E, Aviation, 711 Liberty, Marine Facility, MCC, Zones 1-6, Veterans Memorial Arena, CTC, Offender Tracking and ICAC.
3. ***Provide a detailed justification as to why the requested goods/services can only be efficiently and effectively procured through the recommended Single Source vendor:***	Stanley Convergent Security Solutions, Inc., has technicians who are Pro Watch Certified by Honeywell. They hold the annual maintenance agreement for all security systems at JSO and currently access our security software. They are the only supplier who can provide maintenance coverage along with the parts for the necessary repairs.
4. ***Date of Request***	10/11/2022

5. ***Summary of Market Research***

We have researched the industry and Stanley Convergent Security Solutions, Inc., is able to provide the equipment, certified installation of equipment and programming of the security software and they are able to ensure each location meets JSO security standards.

6. ***Other Documentation (Check and attach all that apply)***

√ Supplier Quote

√ Single Source Memo signed by Director

☐ Other [Click here to list other documentation.]

STANLEY
Security

CHARLIE ONDERDONK
Security Systems Integration Consultant
8301 Cypress Plaza Drive, Suite 121,
Jacksonville FL 32256
M 904-571-6970 | **F** 904-296-1312

September 16, 2022

Jacksonville Sheriff's Office
501 East Bay St.
Jacksonville, Fl. 32202

Re: ProWatch access Service Agreement October 1, 2022 through September 30, 2023 - This SSA agreement is billed separately and will require a separate Purchase Order.

Police Memorial Building – 501 East Bay St. Includes ProWatch panels and devices (with last year's additions), with 4 Hysecurity gate operators and 2 Federal barrier arm operators.

Property and Evidence Warehouse – 829 Haines St. includes one Elite Gate Chain Operator.

Aviation Building at Craig Field – 855-18 St. John's Bluff Rd. Includes one Elite Slide Gate Chain Operator.

Facilities/Special Operations - 711 Liberty St. Includes one Hysecurity gate operator and DKS chain operator.

Veterans Memorial – 300 A. Philip Randolph Blvd. Includes ProWatch access control.

Marine Operations Facility – 4301 Richard D. Gatlin Rd. Includes all ProWatch access control panels, modules and devices, video intercom, and 2 motorized gates.

Substation Zone 1 – 5258-13 Norwood Av. – Includes ProWatch access control panels and devices.

Substation Zone 2 – 9119 Merrill Rd – Includes ProWatch access control panels and devices.

Substation Zone 3 – 8875 Liberty Ridge Dr. - Includes ProWatch access control panels and devices.

Substation Zone 4 – 3726 Blanding Blvd. – Includes ProWatch access control panels and devices.

Substation Zone 5 – 1658 Kings Rd. – Includes ProWatch access control panels and devices.

Substation Zone 6 – 1680 DUNN AVE STE 39. – Includes ProWatch access control panels and devices.

Montgomery Correctional Center – 4727 Lannie Rd. Includes ProWatch panels and devices, video intercom, 8 motorized gates with surge protection. Includes last year's additions.

Pre-trial Detention Center – 500 East Adams St. Includes ProWatch panels and devices.

Duval County Courthouse – 501 West Adams St. Includes ProWatch Server, 34 controllers, 500 dual reader modules, around 1000 proximity readers, 988 locks, 138 intercom master stations, pedestrian and motorized gates.(Includes last year's additions).

Offender Tracking Unit – 9501 Arlington Expressway – Includes ProWatch panels and devices.

ICAT – 1736 University Blvd. – Includes front door electric strike, remote release, door bell and associated hardware.

K9 and Mounted Unit - 1076 W Duval St. - Includes Prowatch Panel, 3 dual reader modules, 6 card readers, and 6 locks.

Community Transition – 451 Catherine Dr. – Includes ProWatch controller and prox readers, locks and associated hardware.

JREC - 1024 Superior St - Includes ProWatch controller and prox readers, locks and associated hardware.

STANLEY
Security

CHARLIE ONDERDONK
Security Systems Integration Consultant
8301 Cypress Plaza Drive, Suite 121,
Jacksonville FL 32256
M 904-571-6970 | **F** 904-296-1312

DCCH: $46,534.69
Includes additions, a 3% COLA and price adjustment from last year.
Does Not Include 2022 to 2023 Honeywell ProWatch SSA. This will require a separate PO.

MCC: $9629.53
Includes additions, a 3% COLA from last year and the SSA

Other Facilities: $53,932.74
Includes additions, a 3% COLA and the SAA.

TOTAL FOR FISCAL YEAR = $110,096.96

It has been noted by our gate vendors that several of the JSO gates do not meet UL 325 guidelines. This service agreement is limited to $45,000 per annum (that Stanley pays to gate contractors) and does not include the cost of bringing the gates up to that (non-mandatory) code. Any reader or board work performed by Stanley techs though is not included in that $45,000 limit.

CHARLIE ONDERDONK
Security Systems Integration Consultant
STANLEY Convergent Security Solutions Inc.

10403-02

STANLEY CONVERGENT SECURITY SOLUTIONS, INC
MASTER PURCHASE ORDER ADDENDUM

This Addendum effective as of October 1, 2019, is attached to and incorporated by reference into the Purchase Order (the "Agreement") between Stanley Convergent Security Solutions, Inc. (hereinafter "SCSS") and City of Jacksonville, FL (hereinafter "Owner") concerning the following project: The Annual Service Contract for the Security System at JSO Facilities ("Work.")

SCSS is in the business of installing electronic security systems and providing services that are intended to avert or detect burglary, theft or fire events. SCSS does not and cannot control the situations or events that give rise to the occurrences or the consequences therefrom (i.e., the burglaries, fires, etc.) that the systems or services are intended to avert or detect. Many of the services and systems that SCSS provides are related to life safety and thus, are inherently associated with high risk and high liability. The risk of loss, and the potential liability for such losses, exist before, and independent of, the installation of the security equipment into the Owner's premises. The security systems do not create, nor increase, the risk of such losses nor the potential liability for such losses. While the security systems attempt to reduce the risk of loss, they cannot, and do not, eliminate this risk. Therefore, while SCSS understands the need for it to be treated similarly to other Contractors when SCSS is on site performing work, the parties recognize that, because of the unique nature of the equipment installed, SCSS's obligations must have reasonable limitations once the installation has been substantially completed. Accordingly, notwithstanding anything to the contrary contained in the Agreement, it is hereby agreed between SCSS and Owner as follows:

1. **Applicability.** This Addendum is intended to modify and/or clarify the Agreement as it pertains to the Work on the above Project. If a conflict or inconsistency exists between the Agreement and this Addendum, then this Addendum shall prevail. Owner expressly agrees and understands that under no circumstances shall the Agreement or any attachments or modifications hereto bind SCSS to the terms and conditions of any agreement between Owner and any other party that are in any way contrary to this Addendum or which expand SCSS's liability beyond that expressly stated in the Agreement and this Addendum.

2. **Delete any and all indemnification and insurance provisions and replace them with the following:**
(a) Indemnification: See Exhibit A

(b) Insurance. See Exhibit B

3. **Hazardous Materials.** In all cases except when the project involves new construction, Owner represents and warrants that to the best of Owner's knowledge the work site is free of any hazardous materials. As used herein, the term "hazardous materials" shall include but not be limited to asbestos, asbestos containing material, polychlorinated biphenyl ("PCB"), formaldehyde or other potentially toxic or otherwise hazardous material. If any such substance is discovered on the work site, SCSS will not be required to install or service the equipment at such site unless and until Owner certifies the removal or safe containment of such hazardous materials.

4. **Warranty.** Equipment serviced by SCSS personnel is warranted for 30 days following the service date. SCSS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE EQUIPMENT OR SERVICE MAY NOT BE COMPROMISED, OR THAT THE EQUIPMENT OR SERVICE WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INTENDED.

5. **Limitation of Liability.** It is understood and agreed by the parties hereto that SCSS provides equipment and/or service designed to reduce the risk of loss only. SCSS is not liable for losses which may occur in cases of malfunction or nonfunction of any equipment provided by, or serviced by, SCSS. In case of failure to perform such service or any negligence of SCSS, resulting loss or damages, SCSS'S LIABILITY SHALL IN NO EVENT EXCEED ITS COST OF REPAIRING OR REPLACING THE EQUIPMENT SCSS SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. This limitation of liability will apply regardless of the form of the action, whether in contract or tort including negligence

6. **Proprietary Protection.** Any computer application program and/or documentation, collectively referred to as "Software", that is provided by SCSS under this agreement, is owned by SCSS, its affiliates or one of its OEM's and is protected by United States and international copyright laws and international treaty provisions. Any breach of this agreement will automatically terminate the Owner's right to use this Software, and the Owner is obligated to immediately return such Software to SCSS. Owner may not copy the Software for any reason other than per the dictates of any end user software license agreement. Owner may not reverse-engineer, disassemble, decompile or attempt to discover the source code of any Software. Owner acknowledges that any breach of this section shall result in irreparable injury to SCSS for which the amount of damages would be unascertainable. Therefore, SCSS may, in addition to pursuing any and all remedies provided by law, obtain an injunction against Owner from any court having jurisdiction, restraining any violation of this section.

NO OTHER MODIFICATIONS

Except as expressly set forth in this Addendum, all of the terms and conditions of the Agreement entered into between the parties remain in full force and effect.

Stanley Convergent Security Solutions, Inc.

By: _____

Name: PM Ops

Title: Regional Sales Mgr

Date: 11/5/19

Owner: City of Jacksonville

By: _____

Name: Lenny Curry

Title: Mayor

Date: 12-20-19

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

ATTEST:

James R. McCain Jr.
Corporation Secretary
City of Jacksonville

FORM APPROVED

James R. McCain Jr.
ASSISTANT GENERAL COUNSEL

EXHIBIT A
INDEMNIFICATION

SCSS shall hold harmless, indemnify, and defend the City of Jacksonville and City's members, officers, officials, employees and agents (collectively the "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 Indemnified Parties for:

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

2. Environmental Liability, to the extent the Contract contemplates environmental exposures, arising from or in connection with any environmental, health and safety liabilities, claims, citations, clean up or damages whether arising out of or relating to the operation or other activities performed in connection with the Contract; and

3. Intellectual Property Liability, to the extent this Contract contemplates intellectual property exposures, 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, in the form in which it is originally provided by SCSS, alone (and not in combination with other article or invention not supplied by SCSS), 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 Indemnifying Parties shall, immediately, make every reasonable effort to secure, for the Indemnified Parties a license, authorizing the continued use of the Service or product; provided that the City (i) gives SCSS prompt notice of any actual or threatened claims, (ii) gives sole control of the defense or settlement of such claims to SCSS, and (iii) cooperates fully with SCSS and its counsel in the defense or settlement thereof. SCSS shall have no liability for any settlements entered into by the City without SCSS's prior written consent. If the Indemnifying Parties fail to secure such a license for the Indemnified Parties, then the Indemnifying Parties 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 an Indemnifying Party exercises its rights under this Contract, the Indemnifying Party will (1) provide reasonable notice to the Indemnified Parties of the applicable claim or liability, and (2) allow 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.

In the event that any portion of the scope or terms of this indemnity is in derogation of Section 725.06 or 725.08 of the Florida Statutes, all other terms of this indemnity shall remain in full force and effect. Further, any term which offends Section 725.06 or 725.08 of the Florida Statutes will be modified to comply with said statutes.

Notwithstanding the foregoing, SCSS shall have no liability or obligation to indemnify for damage, liability or expense resulting from or due to occurrences and/or the consequences therefrom that the system is intended to detect, prevent or record, including any such loss or damage which may be occasioned or caused by the improper working or malfunctioning of the system. In no event will SCSS, its employees, agents or representatives be responsible for consequential, incidental or special damages or for the negligence of others.

EXHIBIT B
INSURANCE REQUIREMENTS

Without limiting its liability under this Agreement, SCSS shall at all times during the term of this Agreement procure prior to commencement of work and maintain at its sole expense during the life of this Agreement (and SCSS 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 SCSS (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) or its equivalent 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) or its equivalent 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).

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

Such insurance shall be on a form reasonably 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.

Additional Insurance Provisions

A. Additional Insured: All insurance except Worker's Compensation and Employer's 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 CG2026, Automobile Liability CA2048 or equivalent to such forms.

B. Waiver of Subrogation. All required insurance policies, except for Cyber Liability 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. SCSS's Insurance Primary. The insurance provided by SCSS 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 Agreement shall remain the sole and exclusive responsibility of the named insured SCSS. 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 Agreement.

E. SCSS's Insurance Additional Remedy. Compliance with the insurance requirements of this Agreement shall not limit the liability of SCSS 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 Agreement or otherwise.

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

G. Certificates of Insurance. SCSS 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. 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 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 SCSS under this Contract shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.

Customer Installation Agreement

Name:	POLICE MEMORIAL BUILDING ("Customer")
Address:	501 E BAY ST, JACKSONVILLE, FL 32202-2927
Contact:	Wendy Martin
Date:	9/16/2022

STANLEY Convergent Security Solutions, Inc. ("SCSS") hereby proposes to furnish labor and materials for the installation of an electronic security/integrated solution system in accordance with the specifications below:

Transaction & System Information

Name of Project:	Q-318907 - POLICE MEMORIAL BUILDING - JACKSONVILLE - Access - 769 - Q-318907
Transaction Type:	New
System Information:	Access

Address of Project:

Expected approximate date of commencement of project:	September 13, 2022
Expected approximate date of completion of project:	September 13, 2022

Customer to Provide

Equipment

Quantity	Part Number	Description
1.00	SSAPWCE	PRO-WATCH CORP EDITION SSA
36.00	SSAPWCER	SOFTWARE SUPPORT
15.00	SSAPWCEU	PRO-WATCH CORP EDITION SSA
3.00	SSAPWCEB	SOFTWARE SUPPORT

Existing Equipment

Quantity	Asset Name	Asset Description

Equipment Notes

Theory of Operation

Prowatch Corporate
PW-018720120320-P version 5.0
1248 readers, 17 users, 4 badge

Investment Type: Direct Sale

Pricing and Deposit Terms

Payment Terms: All invoices are due thirty (30) days after date of the invoice. No retainage is permitted.

Transaction Information: New
Warranty Duration: 90 DAYS
Customer agrees that SCSS retains a security interest in the equipment until the full purchase price is paid.

Total Installation Price*:	$28,612.56USD
Up-front Deposit*:	$0.00
Progress Payments*:	
Balance Due Upon Completion*:	$28,612.56

Prices do not include taxes

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions attached hereto are satisfactory and are hereby accepted. The terms and conditions as set forth herein and on the attached page shall supersede any conflicting terms, or any additional terms furnished by Customer. Purchase Orders may be issued for billing purposes only and any terms, conditions or changes included in such Purchase Orders shall have no force or effect. SCSS is authorized to do the work as specified. Payment will be made as outlined above.

STANLEY Convergent Security Solutions, Inc.	Customer: POLICE MEMORIAL BUILDING
Charlie Onderdonk	
Security Representative	**Customer (Sign)**
Systems Integrator	
Security Representative Title	**Customer (Print)**
STANLEY Authorized Manager (Sign)	**Title**
STANLEY Authorized Manager (Print)	

Not Binding on SCSS without either Authorized Management Approval Signature or SCSS Begins the Installation or Services.

STANLEY Convergent Security Solutions, Inc. License information (as of 10-19-2021): AK 1003300, 104891; AL 866, 1276, 1322, 1172. Complaints may be directed to Alabama Electronic Security, Board of Licensure, 7956 Vaughn Rd., Montgomery, AL 36116 (334) 264-9388; 166E2; AZ ROC004975; AR 0329777; CMPY.0001911, Regulated by Arkansas Bd of Private Investigators and Private Security Agencies, #1 State Police Plaza Dr, Little Rock, AR 72209 (501) 618-8600. CA 968019 - CLO: LCO5911; ACS6055, Alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento. CA 95814. CT ELC.0184651-L5; DE 04-158; FAL-0001. FL EF20001345 GA-159701; HI 36390; IA AC-211. ID 015830; 022726-AA-4; IL 127001274, KY 338 (Louisville). LA F1142; F875; F1277; 61931; MA 12737A; MD 107-1828; 259; MI 5103423; 3601207680; MN T5001238; MS 19207; SC: 15024172; MT FPL-BEL-000132; NC 23471 SP-FA/LV. 1839-CSA. Alarm Systems Licensing Bd., 3101 Industrial Drive, Ste 103, Raleigh, NC 27609 (919)788 5320; ND: 35031 Class C Contractor - contract limit not to exceed $300,000 NM 0424-C; NJ 1074485; 659423 Burglar Alarm Business Lic. # 34BX00022000; NM 374554; NV F401 E350; 0071024, NY 12000283189. Licensed by NYS Dept. of State: OH 53-89-1512; OK 952; OR 161562; PA 037716; RI 9446A SC FAC3383; BAC5501; TN 1180; 1448; 1650; 1446; 7076, CE-D 6552R; TX ACR2639; FCR1821; 802140; UT 5704068-6501; VA 2705067235A, 11-5481, WA STANLCS925M7; WV 045248; WI 864322; WY V-G-23874
Q-318907

Terms and Conditions

WARRANTY

SCSS warrants that the equipment will be free from defects in material and workmanship for a period of 90 DAYS from the date the system is placed into operation. If during this warranty period, any of the equipment or parts are defective or malfunction, they will be repaired or replaced free of charge. Warranty repair is done 8 am-4pm Monday through Friday, excluding holidays. This warranty will not apply if the damage or malfunction occurs because the system has been adjusted, added to, altered, abused, misused or tampered with by Customer.

DISCLAIMER OF ALL OTHER WARRANTIES: EXCEPT FOR THE FOREGOING LIMITED EQUIPMENT WARRANTY DESCRIBED ABOVE, SCSS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IT IS EXPRESSLY AGREED THAT UNDER NO CIRCUMSTANCES SHALL SCSS BE HELD LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, WHETHER ARISING UNDER ALLEGED BREACH OF AGREEMENT, NEGLIGENCE, STRICT LIABILLITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, AND SCSS'S LIABILITY SHALL BE STRICTLY LIMITED AS STATED ABOVE.

ADDITIONAL CHARGES:

1. All prices quoted do not include sales tax unless specifically written on the face of the proposal.
2. Unless otherwise stated in the proposal, the price quoted is FOB shipping point. All shipments will be UPS ground, unless otherwise specified.
3. Applicable permitting fees will be billed on a pass-through basis.
4. The price quoted assumes installation will be performed during SCSS's normal working hours and using its own personnel. If Customer requests the installation or any part thereof to be performed outside ordinary business hours or, if the installation must be performed by outside contractors, or SCSS's wage rates do not apply as a result of prevailing wage requirements, or otherwise, then the installation charge will be adjusted accordingly.
5. Any changes to the system required by any government agency or Authority Having Jurisdiction will be billed to Customer, and are not the responsibility of SCSS.

INSURANCE:

SCSS shall purchase and maintain without interruption from date of commencement of the work throughout the end of the contract period or completion of SCSS's work, whichever occurs later, insurance on its performance of the Work as set forth below:

1. Worker's Compensation insurance meeting statutory requirements of the state in which the work is to be performed and containing Employers' Liability insurance with limits of $1,000,000 for each accident/disease.
2. Comprehensive Auto Liability insurance on an occurrence basis covering all SCSS owned, non-owned, and hired vehicles with a combined single limit of $1,000,000 for each occurrence for bodily injury, including death, to any one person and $500,000 for each occurrence of property damage.
3. Comprehensive General Liability, including contractual liability, insurance providing coverage of $1,000,000 for each occurrence and $2,000,000 in the aggregate.
4. Umbrella/Excess Insurance with coverage of $1,000,000. Coverage shall apply to all the same risks as the underlying insurance policies listed above.
5. SCSS will name Customer as additional insured to the extent of SCSS's negligence on its general liability and automobile policies.
6. SCSS shall provide certificates of insurance evidencing the foregoing insurance is in effect at the request of Customer.

INDEMNIFICATION:

SCSS will hold Customer, its officers, directors, agents and employees harmless from damage, liability and expense to the extent resulting from the negligent acts or omissions of SCSS, its agents or employees, during and within the scope of employment of such persons while they are on Customer's premises performing the installation work. Notwithstanding the foregoing, SCSS shall have no liability or obligation to indemnify for damage, liability or expense resulting from or due to occurrences and/or the consequences therefrom that the system is intended to detect, prevent or record, including any such loss or damage which may be occasioned or caused by the improper working or malfunctioning of the system. In no event will SCSS, its employees, agents or representatives be responsible for consequential, incidental or special damages or for the negligence of others.

PROPRIETARY PROTECTION.

Any computer application program and/or documentation, collectively referred to as "Software", that is provided by SCSS under this agreement, is owned by SCSS, its affiliates or one of its OEM's and is protected by United States and international copyright laws and international treaty provisions. Any breach of this agreement will automatically terminate the Customer's right to use this Software, and the Customer is obligated to immediately return such Software to SCSS. Customer may not copy the Software for any reason other than per the dictates of any end user software license agreement. Customer may not reverse-engineer, disassemble, decompile or attempt to discover the source code of any Software. Customer acknowledges that any breach of this section shall result in irreparable injury to SCSS for which the amount of damages would be unascertainable. Therefore, SCSS may, in addition to pursuing any and all remedies provided by law, obtain an injunction against Customer from any court having jurisdiction, restraining any violation of this section.

62557

OFFICE OF THE SHERIFF
ORDER REQUEST FORM

Request For: Facilities Management (Work Unit) | Support Services (Division) | Services (Dept.)

Requestor: Wendy Martin (Name) | 7081 (ID #) | 904-630-7810 (Phone) | 9/21/2022 (Date)

Deliver To Location: 501 East Bay St., Jacksonville, Fl 32202

Item No.	Description and Model No.	JSO Stock No.	QTY.	Unit Cost	Total
1	Annual Service Agreement for insalled security system at JSO facilities				
2	to include prox door / gate readers and operators, barrier arm operators, all		1	########	110,096.96
3	controllers and software at the PMB, DCCH, P&E, Aviation, 711 Liberty, Marine				
4	facilitiy, MCC, PTDF, CTC, JREC, ICAC, Zone 1,2,3,4,5,6 and Veterans Mem.				
5	Offender Tracking and K9/Mounted unit. Contract includes parts and labor				
6	from 10/01/2022-09/30/2023. Qualifying contractor must be Prowatch				
7	Software qualified and employ a certified Prowatch technician certified by				
8	Honeywell.				
9					
10	Annual Standard Software Support Agreement for the installed security		1	28,612.56	28,612.56
11	system at JSO from 10/01/2022 - 09/30/2023.				
12					
13					
14					
15					
				TOTAL REQUEST	$ 138,709.52

Suggested Vendor: Stanley Convergent Security Solutions | Vendor Phone: 904-333-4850

Vendor Address / E-mail: 8301 Cypress Plaza Drive, Suite 121, Jacksonville, Fl 32256

☐ Proprietary
☑ Sole Source

If Proprietary / Sole Source, attach appropriate form and letter from vendor.

Special funding to be used for this purchase?
☐ Loan Pool / Banking Fund
☐ Grant *
☐ Trust Fund *

* Enter name and # of Grant or Trust Fund

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Justification / Repetitive Request Authorization / Notes:

Please make this proprietary to eliminate different vendors having access to our security software. Please have the purchase order for this agreement reference the attached addendum 10403-02

Approvals:

1. A/C [signature] — Signature | 7367 (ID #) | 09/22/22 (Date)
2. Aileen O'Neal — Signature | 7612 (ID #) | 09-22-22 (Date)
3. Signature | ID # | Date
4. Signature | ID # | Date

Required approval level (per General Order 54):
$0 to $2,500 - Assistant Chief or higher
$2,501 to $5,000 - Chief or higher
$5,001 or more - Director or higher

Budget Office Use Only
Index | Subobject
Analyst | Date

P-1532 Rev 12/2011