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FOURTH AMENDMENT TO MASTER SUBSCRIPTION AND LICENSE AGREEMENT BETWEEN THE CITY OF PEMBROKE PINES AND ESO SOLUTIONS, INC.

THIS AMENDMENT ("Fourth Amendment"), dated this ___ day of _____, **2020**, is by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation organized and operating under the laws of the State of Florida, with an address of **601 City Center Way, Pembroke Pines, FL 33025**, hereinafter referred to as "CITY",

and

ESO SOLUTIONS, INC., a profit corporation as listed with the Florida Division of Corporations, with a business address of **11500 Alterra Parkway, Ste. #100, Austin, TX 78758,** hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may hereafter be collectively referred to as the "Parties".

WHEREAS, on **August 22nd, 2017,** the CITY and CONTRACTOR entered into the Original Agreement for a Records Management System ("Original Agreement") for an initial **one (1) year period,** commencing on **August 22nd 2017** and naturally expiring on **August 21st, 2018;** and,

WHEREAS, the Original Agreement authorized the renewal of the Original Agreement at the expiration of the initial term for **five (5)** additional **one (1) year** terms evidenced by a written amendment to the Original Agreement; and,

WHEREAS, on **September 4th, 2018**, the Parties executed the First Amendment to the Original Agreement to provide for a recognition of the corporate name change of the CONTRACTOR from Conduent Government Systems, LLC to ESO Solutions, Inc., and to amend Article II of the Original Agreement entitled Services and Responsibilities, to include an additional SaaS Software Agreement, and to execute the first one (1) year renewal term commencing on **August 22nd, 2018** and naturally expiring on **August 21st, 2019**; and,

WHEREAS, on **August 7th, 2019**, the Parties executed the Second Amendment to the Original Agreement, as amended, to renew the Original Agreement for the second one (1) year term commencing on **August 22nd, 2019** and naturally expiring on **August 21st, 2020**; and,

WHEREAS, on **June 3rd, 2020**, the Parties executed the Third Amendment to the Original Agreement, as amended, to renew the Original Agreement for the third, one (1) year term commencing on **August 22nd, 2020** and naturally expiring on **August 21st, 2021**; and,

WHEREAS, to date the Parties have been satisfied with the performance and execution of the

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Original Agreement, as amended, and desire to revise and amend the Original Agreement, as amended, to co-term the subscriptions of all the separate elements of the records management software and align this subscription term with the CITY's fiscal year, extending the term of the Original Agreement, as amended to **September 30th, 2021**, and to supplement the terms contained therein as set forth in this Fourth Amendment to Original Agreement.

W I T N E S S E T H

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereto agree as set forth below:

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

SECTION 2. Any language contained in this Fourth Amendment, or any subsequent amendment, which is in ~~strikethrough type~~ shall be deletions from the terms of the Original Agreement and language in underlined type shall be additions to the terms of the Original Agreement.

SECTION 3. The fourth renewal term of the Original Agreement, as amended, is hereby extended up to and including **September 30th, 2021**.

SECTION 4. Section 4.1 of the Original Agreement, as amended, is hereby revised and amended by the addition of Section 4.1.1 as set forth below:

4.1.1 CITY hereby agrees to compensate CONTRACTOR as of the date of execution of this Fourth Amendment, in accordance with SaaS Software Schedule attached hereto and by this referenced made a part hereof as Exhibit "G".

SECTION 5. Section 20.6 of the Original Agreement, as amended, is hereby revised and amended as set forth below:

20.6 **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONTRACTOR and CITY designate the following as the respective places for giving of notice:

CITY	Charles F. Dodge, City Manager City of Pembroke Pines ~~10100 Pines Boulevard~~601 City Center Way, 4th Floor Pembroke Pines, Florida 33025 Telephone No. ~~(954) 431-4884~~(954) 450-1040

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~~Facsimile No. (954) 437-1149~~

Copy To: Samuel S. Goren, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-~~49~~500
Facsimile No. (954) 771-4923

CONTRACTOR ~~Conduent Government Systems, LLC~~Courtney Lairsey, Contract Administrator

~~(d/b/a FIREHOUSE Software)~~ESO Solutions, Inc.
~~2900 University Ave., Suite 360~~11500 Alterra Parkway, Ste. #100

~~Urbandale, Iowa 50322~~Austin, TX 78758

Telephone No: ~~(888) 866-9119~~(866) 766-9471, Ext. 1023
~~Facsimile No. (515) 493-4374~~E-mail: Courtney.Lairsey@eso.com

SECTION 6. In the event of any conflict or ambiguity by and between the terms and provisions of this Fourth Amendment, the Third Amendment, the Second Amendment, the First Amendment, and the Original Agreement, the terms and provisions of this Fourth Amendment shall control to the extent of any such conflict or ambiguity.

SECTION 7. The Parties agree that in all other respects the Original Agreement, as amended by the First Amendment, the Second Amendment, the Third Amendment, and this Fourth Amendment, shall remain in full force and effect, except as specifically modified herein.

SECTION 8. Each exhibit referred to in the Original Agreement, as amended, except as repealed herein, forms an essential part of this Fourth Amendment. The exhibits, if not physically attached, should be treated as part of this Fourth Amendment and are incorporated herein by reference.

SECTION 9. Each person signing this Fourth Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this Fourth Amendment on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Fourth Amendment.

SECTION 10. This Fourth Amendment may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Fourth Amendment by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day

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and year first written above.

ATTEST:

_____
MARLENE D. GRAHAM,
CITY CLERK

APPROVED AS TO FORM

_____

Print Name: _____
OFFICE OF THE CITY ATTORNEY

CITY:

CITY OF PEMBROKE PINES

BY:_____
CHARLES F. DODGE
CITY MANAGER

CONTRACTOR:

ESO SOLUTIONS, INC.

Signed By: DocuSigned by: Robert Munden BB3BCB55088847E...

Print Name: Robert Munden

Title: General Counsel & Secretary

EXHIBIT G
SOFTWARE SCHEDULE
(Applications - ESO EHR, ESO Fire, ESO PM, FIREHOUSE Cloud; IFC Codes; EMS1 Academy, FireRescue1 Academy , Staff Scheduling)

1. The Software subscription term shall begin on October 1, 2020 ("Software Subscription Start Date"). Customer shall be deemed to have accepted the Software on the Software Subscription Start Date. The parties will make reasonable efforts to ensure that Customer is able to use the Software as contemplated as quickly as possible, but in no event will the Software Subscription Start Date be modified for implementation delays.

2. The following Software may be ordered under this Exhibit:

   2.1. ESO Electronic Health Record ("EHR") is a SaaS software application for prehospital patient documentation (http://www.esosolutions.com/software/ehr).
   2.2. ESO Personnel Management ("PM") is a SaaS software application for tracking personnel records, training courses and education history (http://www.esosolutions.com/software/personnel-management).
   2.3. ESO Fire is a SaaS software application for NFIRS reporting (http://www.esosolutions.com/software/fire).

3. Customer hereby agrees to timely pay for the following products according to the schedule below:

EHR

Product	Volume	Total	Fee Type
ESO EHR	17000 Incidents	$26,048.70	Recurring
EHR Cardiac Monitor Integration	17000 Incidents	$1,333.85	Recurring
Interface - ESO EHR FIREHOUSE	17000 Incidents	$0.00	Recurring
EHR Billing Interface	17000 Incidents	$818.85	Recurring
EHR CAD Integration	17000 Incidents	$3,084.85	Recurring

Fire

Product	Volume	Total	Fee Type
ESO Fire Incidents	5 Stations	$5,275.00	Recurring

Firehouse

Product	Volume	Total	Fee Type
FH Web - Additional User Support	17 Seats	$1,147.50	Recurring
FH Web - Bundled System Support	1 Seats	$462.50	Recurring
FH Web Support - Staff Scheduling Module	1 Seats	$520.00	Recurring
FH Web - Additional User Support - Staff Scheduling Module	17 Seats	$1,530.00	Recurring

Health Data Exchange

Product	Volume	Total	Fee Type
HDE - ESO EHR Connection		$0.00	Recurring

Total Recurring	$	40,221.25
Total One-Time	$	0.00
TOTAL	$	40,221.25

4. All the Fees above will be invoiced by ESO as follows:

   4.1. Any Fees already paid by Customer for the 2020 – 2021 term shall not invoice in duplicate, and all remaining Fees for the 2020 – 2021 term shall be invoiced on the Effective Date.
   4.2. During any renewal term thereafter, all recurring Fees shall be due on the anniversary of the Software Subscription Start Date.

ESOSOLU-01 SSMITHSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/15/2020

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
Alliant Insurance Services, Inc.
3600 N Capital of Texas Hwy #200
Austin, TX 78746

CONTACT NAME: Stewart Smithson
PHONE (A/C, No, Ext): (737) 236-5108 FAX (A/C, No):
E-MAIL ADDRESS: Stewart.Smithson@alliant.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Insurance Company	35289
INSURER B : Continental Casualty Company	20443
INSURER C : Chubb Indemnity Insurance Company	12777
INSURER D : Steadfast Insurance Company	26387
INSURER E :	
INSURER F :	

INSURED
ESO Solutions, Inc.
11500 Alterra Parkway, Suite 150
Austin, TX 78758

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 / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:			6083451840	5/1/2020	5/1/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			6083451790	5/1/2020	5/1/2021	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 $ 10,000			6083451756	5/1/2020	5/1/2021	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $
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		7182-73-01	10/1/2019	10/1/2020	X 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	Tech E&O/Cyber			EOC122064701	5/1/2020	5/1/2021	Each Claim	10,000,000
D				EOC122064701	5/1/2020	5/1/2021	Aggregate	10,000,000

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

Errors & Omissions/Cyber: Newly acquired or created entities have coverage only for actual or alleged wrongful acts taking place or events commencing after such acquisition or creation.

The general liability and auto liability policies include a blanket additional insured endorsement that provides Additional Insured status to City of Pembroke Pines when required by written contract. The general liability and auto liability include a blanket waiver of subrogation endorsement in favor of City of Pembroke Pines when required by written contract.

CERTIFICATE HOLDER

City of Pembroke Pines
601 City Center Way
Pembroke Pines, FL 33025

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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THIRD AMENDMENT TO THE MASTER SUBSCRIPTION AND LICENSE AGREEMENT BETWEEN THE CITY OF PEMBROKE PINES AND ESO SOLUTIONS, INC.

THIS IS AN AGREEMENT ("Agreement"), dated this 3rd day of June, **2020**, by and between:

> **THE CITY OF PEMBROKE PINES,** a municipal corporation organized and operating under the laws of the State of Florida, with an address of **601 City Center Way, Pembroke Pines, FL 33025**, hereinafter referred to as "CITY",
>
> and
>
> **ESO SOLUTIONS, INC.,** a Florida Profit Corporation as listed with the Florida Division of Corporations, and with a business address of **11500 Alterra Parkway STE 100, Austin, TX 78758,** hereinafter referred to as "ESO". "CITY" and "ESO" may hereafter be collectively referred to as the "Parties".

WHEREAS, on **August 22, 2017,** the CITY and ESO entered into the Original Agreement ("Original Agreement") for an initial **one (1) year** period, which expired on **August 21, 2018;** and,

WHEREAS, the Original Agreement authorized the renewal of the Agreement at the expiration of the initial term for **five (5)** additional **one (1)** year terms evidenced by a written amendment to the Original Agreement; and,

WHEREAS, on **September 4, 2018**, the Parties executed the First Amendment to the Original Agreement to provide for a recognition of the corporate name change of the CONTRACTOR from Conduent Government Systems, LLC to ESO Solutions, Inc. and to amend Article II of the Original Agreement entitled Services and Responsibilities, to include an additional SAAS Software Agreement, and to execute the first **one (1) year** renewal term commencing on **August 22, 2018** and expiring on **August 21, 2019**; and,

WHEREAS, on **August 7, 2019**, the Parties executed the Second Amendment to the Original Agreement, as amended, to renew the Agreement for the second one (1) year term commencing on **August 22, 2019** and expiring on **August 21, 2020**; and,

WHEREAS, to date the Parties have been satisfied with the performance and execution of the Agreement and desire to amend the Original Agreement and renew the terms of their contractual relationship as set forth herein; and,

WHEREAS, the Parties desire to amend the Original Agreement to include certain provisions required by statutory amendments imposed since the Parties entered into the Original Agreement;

and,

WHEREAS, the Parties further desire to execute the third **one (1) year** renewal option and amend the Original Agreement, in accordance with the terms and conditions set forth herein.

W I T N E S S E T H

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereto agree as set forth below:

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

SECTION 2. Section 4.3 of the Original Agreement, as amended, is hereby amended as set forth below:

4.3 All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

SECTION 3. The Original Agreement, as amended, is hereby renewed for the **one (1) year** renewal period commencing on **August 22, 2020** and terminating on **August 21, 2021.**

SECTION 4. In the event of any conflict or ambiguity by and between the terms and provisions of this Third Amendment, the Second Amendment, the First Amendment, and the Original Agreement, the terms and provisions of this Third Amendment shall control to the extent of any such conflict or ambiguity.

SECTION 5. The Parties agree that in all other respects the Original Agreement, as amended by the First Amendment, the Second Amendment, and this Third Amendment shall remain in full force and effect, except as specifically modified herein.

SECTION 6. Each exhibit referred to in the Original Agreement, except as repealed herein, forms an essential part of this Agreement. The exhibits, if not physically attached, should be treated as part of this Agreement and are incorporated herein by reference.

THE REMAINDER OF THIS PAGE

HAS BEEN INTENTIONALLY LEFT BLANK

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

ATTEST:

MARLENE D. GRAHAM, 6/25/2020
CITY CLERK

CITY:

CITY OF PEMBROKE PINES

BY: Charles F. Dodge
CHARLES F. DODGE
CITY MANAGER

APPROVED AS TO FORM

Print Name: Jacob Horowitz
OFFICE OF THE CITY ATTORNEY

ESO:

ESO SOLUTIONS, INC.

By:
Name: Chris Dillie
Title: CEO & President

EXHIBIT A to Amendment Two

Annual Subscription Fee Schedule

Participant hereby selected the following Services, at the fees indicated:

Product Name	Product Description	Quantity	Total Price/ Discounts
EHR Suite w/ QM & Mobile	Includes Quality Management, Ad Hoc Reports, Analytics, Patient Tracker, HDE. Allows for unlimited users, unlimited mobile applications, live support, state and federal data reporting, ongoing weekly web training, software updates and upgrades Fee Type: Recurring	17000 /incidents	$25,290.00
CAD Integration	Allows for integration of CAD data into EHR mobile and web application. Ongoing maintenance included. Additional fees from your CAD vendor may apply. Fee Type: Recurring	17000 /incidents	$2,995.00
Cardiac Monitor	Unlimited cardiac monitors, allows for import of cardiac monitor data via local or cloud integration. Ongoing maintenance included. Fee Type: Recurring	17000 /incidents	$1,295.00
EHR Billing Standard Interface	Allows for integration of discrete ePCR data into third-party billing software. Ongoing maintenance included. Fee Type: Recurring	17000 /incidents	$ 795.00
Interface - ESO EHR FIREHOUSE	Annual recurring cost. Allows for basic NFIRS data to be transmitted from ESO EHR to client's FIREHOUSE software for completion of NFIRS records. Fee Type: Recurring	17000 /incidents	$ 995.00
Interface - ESO EHR FIREHOUSE Discount	FIREHOUSE ESO integration Fee Type: Recurring		($ 995.00)

List Price:	$31,370.00
Discounts:	($995.00)
Tax:	$0.00
Total:	$30,375.00

PAYMENT TERMS AND PAYMENT MILESTONES

Participant shall be invoiced for full payment of goods and services upon execution of this Agreement. Participant shall pay Subscription Fees annually in advance for each year this Agreement is in effect.

City of Pembroke Pines, FL

601 City Center Way
Pembroke Pines, FL
33025
www.ppines.com

Agenda Request Form

Agenda Number: 9.

File ID:	20-0401	**Type:**	Agreements/Contracts	**Status:**	Passed
Version:	1	**Agenda Section:**		**In Control:**	City Commission
				File Created:	05/14/2020
Short Title:	Contracts Database Report			**Final Action:**	06/03/2020

Title: MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS FOR THE FOLLOWING ITEMS LISTED ON THE CONTRACTS DATABASE REPORT:

(A) Eso Solutions, Inc. - Record Management Software - Renewal

(B) Calvin, Giordano & Associates, Inc. - Professional Services Building Department - Renewal

(C) Polydyne, Inc.-Purchase of Polymer - Renewal

(D) GLSC & Company, PLLC - Independent Auditing Services - Renewal

ITEM (E) IS RENEWING FOR AN AMOUNT LESS THAN $25,000, THEREFORE, NO COMMISSION ACTION IS REQUIRED AS THIS IS PRESENTED FOR NOTIFICATION PURPOSES ONLY PURSUANT TO SECTION 35.29 (F) OF THE CITY'S PROCUREMENT CODE:

(E) SchoolMint, Inc. f/k/a Firefly Digital, Inc. - Lottery & Student Application Management Solution - Renewal

***Agenda Date:** 06/03/2020

Agenda Number:

Internal Notes:

Attachments: 1. Contracts Database Report - June 3, 2020, 2. Eso Solutions - Records Management Software - (All Backup), 3. Calvin, Giordano & Associates, Inc - Building Department Services (All Backup), 4. Polydyne - Purchase of Polymer (ALL Backup), 5. GLSC & Company, PLLC - Independent Auditor (FN-15-01) - (all backup), 6. SchoolMint fka Firefly Digital - Lottery & Student Application Management Solution (All Backup)

1	City Commission	06/03/2020	approve	Pass

Action Text: A motion was made to approve on the Consent Agenda

Aye: - 5 Mayor Ortis, Vice Mayor Siple, Commissioner Good Jr., Commissioner Schwartz, and Chanzes

Nay: - 0

1	City Commission	06/03/2020	approve	Pass

Action Text: A motion was made by Commissioner Good, Jr., seconded by Vice Mayor Siple, to approve section (B) of Consent Item 9 to approve the recommendation to renew the contract with Calvin Giordano & Associates, Inc. Professional Services Building Department. The motion carried by the following vote:

Aye: - 5 Mayor Ortis, Vice Mayor Siple, Commissioner Good Jr., Commissioner Schwartz, and Chanzes

Nay: - 0

SUMMARY EXPLANATION AND BACKGROUND:

1. Pursuant to Section 35.29(F) "City Commission notification" of the City's Code of Ordinances, "The City Manager, or his or her designee, shall notify the Commission, in writing, at least three months in advance of the expiration, renewal, automatic renewal or extension date, and shall provide a copy of the contract or agreement and a vendor performance report card for the contract or agreement to the City Commission."

2. On May 17, 2017, Commission approved the motion to place all contracts from the Contract Database Reports on consent agendas as they come up for contractual term renewal so that City Commission affirms directions to administration whether to renew or to go out to bid.

3. The Agreements shown below are listed on the Contracts Database Report for renewal.

(A) Eso Solutions, Inc. - Record Management Software - Renewal

1. On August 22, 2017, the City entered into a Record Management Software Agreement with Eso Solutions, Inc for an initial one (1) year period, commencing August 22, 2017 and expiring August 21, 2018.

2. The City of Pembroke Pines Fire Department utilizes Eso Solutions, Inc. to provide Health Records Management Software.

3. Section 3.2 of the Original Agreement allows for five (5) additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.

4. The Original Agreement, has been renewed twice through the First Amendment on September 4, 2018 nunc pro tunc August 22, 2018, and the Second Amendment on August 7, 2019.

5. The Fire Department recommends that the City Commission approve this Third Amendment for the third one (1) year renewal term commencing on August 22, 2020 and ending on August 21, 2021, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: $30,375.00

b) Amount budgeted for this item in Account No: 1-529-4003-46801 I.T. Maintenance Contracts

c) Source of funding for difference, if not fully budgeted: "Not Applicable."

d) 1 year projection of the operational cost of the project

	Current FY	Year 2
Revenues	$.00	$.00
Expenditures	$5,062.50	$25,312.50
Net Cost	$5,062.50	$25,312.50

e) Detail of additional staff requirements: "Not Applicable"

(B) Calvin, Giordano & Associates, Inc. - Professional Services Building Department - Renewal

1. On July 1, 2009, the City entered into a Professional Services Agreement with Calvin Giordano & Associates, Inc. for an initial five (5) year period, commencing July 1, 2009 and expiring June 30, 2014.

2. The City of Pembroke Pines Public Services Department utilizes Calvin Giordano & Associates, Inc. to provide professional building department services.

3. Section 3.2 of the Original Agreement allows for additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.

4. The Original Agreement has had seven amendments, including six renewals extending the term of the Original Agreement to June 30, 2020.

5. The Public Services Department recommends that the City Commission approve this Eighth Amendment for the one (1) year renewal term commencing July 1, 2020 and ending June 30, 2021, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: None, this is a revenue based contract. CGA pays the City an annual Rent that is adjusted for a CPI, which is currently $177,765.61; and an annual Administrative Fee adjusted for CPI, which is currently $181,393.79. The City bills CGA for these charges on a monthly basis. In addition, the City shall receive 10% of the annual gross revenues collected in excess of $4,000,000, this is billed annually.
See attached Building Revenue Recap for amounts collected to date.

b) Amount budgeted for this item in Account No: Amounts are budgeted in the following

Revenue Accounts: Rental City Facilities 1-362030-6001; Administrative Fee 1-341310-800. The 10% of the gross revenues collected in excess of $4,000,000 is also coded as Rent.

c) **Source of funding for difference, if not fully budgeted:** Not Applicable

d) **5 year projection of the operational cost of the project** -

See attached Building Revenue Recap

e) **Detail of additional staff requirements:** Not Applicable

(C) Polydyne, Inc. - Purchase of Polymer - Renewal

1. On November 13, 2019, the City entered into a Continuing Purchase Agreement with Polydyne, Inc. for an initial period, commencing November 13, 2019 and expiring September 30, 2020.

2. The City of Pembroke Pines Utilities Department utilizes Polydyne, Inc.to provide CLARIFLOC A-3333P polymer for the Water Treatment Plant.

3. Section 4.2 of the Original Agreement allows for additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.

4. The Utilities Department recommends that the City Commission approve this First Amendment for the one (1) year renewal term commencing October 1, 2020 and ending September 30, 2021, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

a) **Renewal Cost:** $27,946.00

b) **Amount budgeted for this item in Account No:** $27,946.00 in Account No. 471-533-6031-52430 (Operating Chemicals)

c) **Source of funding for difference, if not fully budgeted:** Not Applicable

d) **5 year projection of the operational cost of the project** Not Applicable

e) **Detail of additional staff requirements:** Not Applicable

(D) GLSC & Company, PLLC - Independent Auditing Services - Renewal

1. On July 8, 2015, the City entered into an Auditor Engagement Agreement with GLSC & Company, PLLC for an initial five (5) year period, commencing June 17, 2015 and expiring June 30, 2020.

2. The City of Pembroke Pines Finance Department utilizes GLSC & Company, PLLC to provide audits of the City and Charter School financial statements.

3. Section 7.2.1 of the Original Agreement allows for two (2) additional two (2) year renewal terms upon mutual consent, evidenced by a written Amendment.

4. On April 11, 2019 the Parties executed the First Amendment to the Original Agreement to increase the compensation as a result of the additional procedures required by the new Governmental Accounting Standards.

5. The Finance Department recommends that the City Commission approve this Second Amendment for the first, two (2) year renewal term commencing July 1, 2020 and ending June 30, 2022, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

a) Annual Renewal Cost: $135,195.00 broken-down as follows:
City Audit: $104,664.00
Charter Schools Audit: $30,531.00

b) Amount budgeted for this item in Account No: This fee is will be budgeted annually as part of the FY2020-21 Proposed Budget in object code 32100 - Accounting and Audit Fees, in the following accounts:

Allocated to Fund	Amount
170-569-5051-550-32100-7900-312	$4,361.00
170-569-5051-551-32100-7900-312	$4,362.00
170-569-5051-552-32100-7900-312	$4,362.00
171-569-5052-553-32100-7900-312	$4,361.00
171-569-5052-554-32100-7900-312	$4,361.00
172-569-5053-32100-7900-312	$4,362.00
173-569-5061-32100-7900-312	$4,362.00
1-513-2001-32100	$56,961.00
1-569-5005-32100	$1,006.00
1-575-7006-32100	$1,912.00
471-536-6010-32100	$44,785.00
	$135,195.00

c) Source of funding for difference, if not fully budgeted: Not Applicable.

d) 2 year projection of the operational cost of the project

	Current	FY2021	FY2022
Revenues	$.00	$.00	$.00
Expenditures	$135,860.00	$135,195.00	$135,195.00 (Subject to CPI Adjustment)
Net Cost	$135,860.00	$135,195.00	$135,195.00 (Subject to CPI Adjustment)

e) Detail of additional staff requirements: Not Applicable

(E) SchoolMint, Inc. f/k/a Firefly Digital, Inc. - Lottery & Student Application

Management Solution - Renewal

1. On April 21, 2014, the City entered into a Lottery & Student Application Management Solution Agreement with Firefly Digital, Inc. for an initial three (3) year period, commencing April 21, 2014 and expiring April 20, 2017.

2. The City of Pembroke Pines Charter Schools utilizes Firefly Digital, Inc. to provide an online application system that allows families to register their students to be entered into the school's lottery system.

3. Section III of the Original Agreement allows for one (1) or more additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.

4. The Charter Schools present this fourth renewal for the one (1) year renewal term commencing April 21, 2020 and ending April 20, 2021, as allowed by the agreement. Whereas the Original Agreement also included purchase of the equipment and required Commission Approval, this renewal for service and preventive maintenance is presented for information only.

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: $7,500.00

b) Amount budgeted for this item in Account No: $7,500.00 is budgeted within the Charter School I.T. Maintenance Contracts accounts and is allocated by school population.

I.T. Maintenance contracts

School Site	Account Coding	Amount
East elementary	170-569-5051-550-46801-7300-359	$870.00
West elementary	170-569-5051-551-46801-7300-359	$746.00
Central elementary	170-569-5051-552-46801-7300-359	$746.00
West Middle	171-569-5052-553-46801-7300-359	$814.00
Central Middle	171-569-5052-554-46801-7300-359	$845.00
Academic Village	172-569-5053-46801-7300-359	$2,610.00
FSU elementary	173-569-5061-46801-7300-359	$869.00
TOTAL	$7,500.00	

c) Source of funding for difference, if not fully budgeted: Not applicable

d) 5 year projection of the operational cost of the project:

	Current FY	Year 2
Revenues	$.00	$.00
Expenditures	$7,500.00	$7,500.00
Net Cost	$7,500.00	$7,500.00

e) Detail of additional staff requirements: Not applicable

ESOSOLU-01 DRCOOK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/13/2020

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
Alliant Insurance Services, Inc.
3600 N Capital of Texas Hwy #200
Austin, TX 78746

CONTACT NAME: David Cook
PHONE (A/C, No, Ext): (918) 728-6064 FAX (A/C, No): (918) 728-6063
E-MAIL ADDRESS: DRCook@alliant.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Insurance Company	35289
INSURER B : Continental Casualty Company	20443
INSURER C : Steadfast Insurance Company	26387
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
ESO Solutions, Inc.
11500 Alterra Parkway, Suite 150
Austin, TX 78758

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 / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / X PRO-JECT / LOC OTHER:			6083451840	5/1/2020	5/1/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			6083451790	5/1/2020	5/1/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ 1,000,000 $ $ $
A	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / X RETENTION $ 10,000			6083451756	5/1/2020	5/1/2021	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
C	Tech E&O/Cyber			EOC122064701	5/1/2020	5/1/2021	Each Claim	10,000,000
C				EOC122064701	5/1/2020	5/1/2021	Aggregate	10,000,000

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

Errors & Omissions/Cyber: Newly acquired or created entities have coverage only for actual or alleged wrongful acts taking place or events commencing after such acquisition or creation.

The general liability and auto liability policies include a blanket additional insured endorsement that provides Additional Insured status to City of Pembroke Pines when required by written contract. The general liability and auto liability include a blanket waiver of subrogation endorsement in favor of City of Pembroke Pines when required by written contract.

CERTIFICATE HOLDER

City of Pembroke Pines
601 City Center Way
Pembroke Pines, FL 33025

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
Karl Todd Hagemeier

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ESOSOLU-01 SSMITHSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/18/2020

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.

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PRODUCER
Houston-Alliant Insurance Services, Inc.
5444 Westheimer Rd 9th fl
Houston, TX 77056

CONTACT NAME: William Crocker
PHONE (A/C, No, Ext): (737) 236-5150 FAX (A/C, No):
E-MAIL ADDRESS: William.Crocker@alliant.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Insurance Company	35289
INSURER B : Continental Casualty Company	20443
INSURER C : Chubb Indemnity Insurance Company	12777
INSURER D : Steadfast Insurance Company	26387
INSURER E :	
INSURER F :	

INSURED
ESO Solutions, Inc.
11500 Alterra Parkway, Suite 150
Austin, TX 78758

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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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 / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:			6083451840	5/1/2020	5/1/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			6083451790	5/1/2020	5/1/2021	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 $ 10,000			6083451756	5/1/2020	5/1/2021	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $
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		7182-73-01	10/1/2019	10/1/2020	X 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	Tech E&O/Cyber			EOC122064701	5/1/2020	5/1/2021	Each Claim	10,000,000
D				EOC122064701	5/1/2020	5/1/2021	Aggregate	10,000,000

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

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CERTIFICATE HOLDER

City of Pembroke Pines
601 City Center Way
Pembroke Pines, FL 33025

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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SECOND AMENDMENT TO THE
MASTER SUBSCRIPTION AND LICENSE AGREEMENT

This Second Amendment to the **MASTER SUBSCRIPTION AND LICENSE AGREEMENT** (the "***Amendment***") is made and entered into as of August 7, 2019 (the "***Effective Date***") by and between **ESO Solutions, Inc.**, ("***ESO***"), and **City of Pembroke Pines Fire Rescue** ("***Customer***"), (each a "***Party***" and collectively the "***Parties***").

WHEREAS, ESO is in the business of providing Electronic Healthcare Report ("***EHR***") software services (the "***Services***") to businesses and municipalities which provide emergency patient care;

WHEREAS, pursuant to RFP #TS-16-03, on August 22, 2017, the Customer and ESO entered into the Original Agreement for Fire Department Records Management System for an initial one (1) year period, which expired on August 21, 2018; and,

WHEREAS, the Original Agreement authorized the renewal of the Agreement for five (5) additional one (1) year terms upon mutual consent, evidenced by a written amendment; and,

WHEREAS, to date the Parties have been satisfied with the performance and execution of the Agreement; and,

WHEREAS, Customer would like to renew its subscription with ESO; and,

WHEREAS, ESO is willing to agree to renewal of subscription services as further described below.

WHEREAS, the Parties desire to amend the First Amendment to the Master Subscription and License Agreement to correct the language in the title of the First Amendment; and,

WHEREAS, the Parties also specifically seek to execute the second one (1) year renewal option and amend the Original Agreement in accordance with the terms and conditions set forth herein.

NOW THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Customer and ESO mutually agree as follows:

1. **Modifications**. The Parties agree that the terms and conditions of this Amendment are in addition to, not in lieu of, the terms and conditions contained in the Master Subscription and License Agreement signed by Customer on or about September 4, 2018 ("the ***Agreement***") *provided that*, where the terms of the Agreement conflict with the terms of this Amendment, the terms of this Amendment including all Exhibits, attached hereto by this reference incorporated herein, shall govern. Taken together, the Amendment and the Agreement (including applicable Exhibits) constitute the entire agreement between the Parties regarding

the Services purchased hereunder.

2. **Renewal**. Customer desires, and ESO agrees, to renew the Agreement for an additional renewal term of one (1) year for the period commencing August 22, 2019 and ending on August 21, 2020.

3. **Scrutinized Companies.** ESO, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with § 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services if:

   3.1 Any amount of, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to §215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

   3.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

   3.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to §215.473, Florida Statutes; or

   3.2.2 Is engaged in business operations in Syria.

4. **Counterparts; Execution.** This Amendment and any amendments hereto may be executed by the Parties individually or in any combination, in one or more counterparts, each of which shall be an original and all of which shall together constitute one and the same agreement. Execution and delivery of this Amendment and any amendments by the Parties shall be legally valid and effective through: (i) executing and delivering the paper copy of the document.

5. **Correction to First Amendment**. The Title of the First Amendment to the Subscription and License Agreement is hereby repealed and replaced by the following Title: **FIRST AMENDMENT TO THE MASTER SUBSCRIPTION AND LICENSE AGREEMENT**

6. **Insurance.**

6.1. ESO shall maintain the insurance pursuant to its Certificate of Insurance throughout the term of this Agreement. Further, the City of Pembroke Pines shall be listed as an Additional Insured on the Certificate of Insurance provided by ESO.

7. **Public Records.** The City of Pembroke Pines is a public agency subject to Chapter 119, Florida Statutes. ESO shall comply with Florida's Public Records Law. Specifically, ESO shall:

7.1 Keep and maintain public records required by the Customer to perform the service;

7.2 Upon request from the Customer's custodian of public records, provide the Customer with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat., or as otherwise provided by law;

7.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, ESO shall destroy all copies of such confidential and exempt records remaining in its possession after ESO transfers the records in its possession to the Customer; and

7.4 Upon completion of the Agreement, ESO shall transfer to the Customer, at no cost to the Customer, all public records in ESO's possession. All records stored electronically by ESO must be provided to the Customer, upon request from the Customer's custodian of public records, in a format that is compatible with the information technology systems of the Customer.

7.5 If ESO keeps and maintains public records upon the completion of the Agreement, ESO shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Customer upon request from the Customer's custodian of public records, in a format that is compatible with the information technology systems of the Customer.

The failure of ESO to comply with the provisions set forth in this Section shall constitute a Default and Breach of this Agreement.

IF ESO HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ESO'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK
601 CITY CENTER WAY, 4TH FLOOR
PEMBROKE PINES, FL 33025
MGRAHAM@PPINES.COM

IN WITNESS WHEREOF, the undersigned expressly agree and warrant that they are authorized to sign and enter into this Amendment on behalf of the Party for which they sign and have executed this Amendment on the Effective Date first written above.

ESO:	**CUSTOMER:**
[*Signature*]	[*Signature*]
Chris Dillie [*Printed Name*]	Charles F. Dodge [*Printed Name*]
President and CEO [*Title*]	CITY MANAGER [*Title*]
7/25/2019 [*Date*]	08/14/2019 [*Date*]

APPROVED AS TO LEGAL FORM
OFFICE OF THE CITY ATTORNEY
DATED: 8/13/19

EXHIBIT A to Amendment Two

Annual Subscription Fee Schedule

Participant hereby selected the following Services, at the fees indicated:

Product Name	Product Description	Quantity	Total Price/ Discounts
EHR Suite w/ QM & Mobile	Includes Quality Management. Ad Hoc Reports. Analytics. Patient Tracker. HDE. Allows for unlimited users, unlimited mobile applications. live support, state and federal data reporting, ongoing weekly web training, software updates and upgrades Fee Type: Recurring	17000 /Incidents	$25,290.00
CAD Integration	Allows for integration of CAD data into EHR mobile and web application. Ongoing maintenance included. Additional fees from your CAD vendor may apply. Fee Type: Recurring	17000 /Incidents	$2,995.00
Cardiac Monitor	Unlimited cardiac monitors, allows for import of cardiac monitor data via local or cloud integration. Ongoing maintenance included Fee Type: Recurring	17000 /Incidents	$1,295.00
EHR Billing Standard Interface	Allows for integration of discrete ePCR data into third-party billing software. Ongoing maintenance included. Fee Type: Recurring	17000 /Incidents	$ 795.00
Interface - ESO EHR FIREHOUSE	Annual recurring cost. Allows for basic NFIRS data to be transmitted from ESO EHR to client's FIREHOUSE software for completion of NFIRS records Fee Type: Recurring	17000 /Incidents	$ 995.00
Interface - ESO EHR FIREHOUSE Discount	FIREHOUSE ESO integration Fee Type: Recurring		($ 995.00)

List Price:	$31,370.00
Discounts:	($995.00)
Tax:	$0.00
Total:	$30,375.00

PAYMENT TERMS AND PAYMENT MILESTONES

Participant shall be invoiced for full payment of goods and services upon execution of this Agreement. Participant shall pay Subscription Fees annually in advance for each year this Agreement is in effect.

City of Pembroke Pines, FL

601 City Center Way
Pembroke Pines, FL
33025
www.ppines.com

Agenda Request Form

Agenda Number: 26.

File ID:	19-0925	**Type:**	Agreements/Contracts	**Status:**	Passed
Version:	1	**Agenda Section:**		**In Control:**	City Commission
				File Created:	07/29/2019
Short Title:				**Final Action:**	08/07/2019

Title: MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS FOR THE FOLLOWING ITEMS LISTED ON THE CONTRACTS DATABASE REPORT:

(A) Budget Rent-A-Car, Inc. - Rental Vehicles

(B) ESO Solutions, Inc. - Records Management System

(C) Allied Universal Corp. - Purchase of Sodium Hypochlorite

***Agenda Date:** 08/07/2019

Agenda Number: 26.

Internal Notes:

Attachments: 1. Contract Database Report - August 7, 2019 (Final), 2. Budget Rent A Car - Vehicle Rental Agreement - 5th Amendment 2019-2021 and Prior, 3. ESO Solutions - Records Managment System (Renewal 2019-20 & Original), 4. Allied Universal Corp - CO-OP Agreement (Renewal 2019-20 & Original 2017-19)

Indexes:

1	City Commission	08/07/2019	approve	Pass

Action Text: A motion was made to approve on the Consent Agenda

Aye: - 5 Mayor Ortis, Commissioner Castillo, Vice Mayor Schwartz, Commissioner Siple, and Commissioner Good Jr.

Nay: - 0

SUMMARY EXPLANATION AND BACKGROUND:

1. Pursuant to Section 35.29(F) "City Commission notification" of the City's Code of Ordinances, "The City Manager, or his or her designee, shall notify the Commission, in writing, at least three months in advance of the expiration, renewal, automatic renewal or extension date, and shall provide a copy of the contract or agreement and a vendor performance report card for the contract or agreement to the City Commission."

2. On May 17, 2017, Commission approved the motion to place all contracts from the Contract Database Reports on consent agendas as they come up for contractual term renewal so that City Commission affirms directions to administration whether to renew or to go out to bid.

3. The Agreements shown below are listed on the Contracts Database Reports for renewal.

(A) Budget Rent-A-Car, Inc. - Rental Vehicles

1. The City of Pembroke Pines contracts with Budget Rent-A-Car, Inc. to provide rental vehicles for undercover and surveillance operations.

2. On May 27, 2009, the City entered into the Original Agreement with Budget Rent-A-Car for an initial two (2) year period, commencing May 27, 2009 and expiring May 26, 2011.

3. Section 2 of the Original Agreement allows for additional two (2) year renewal terms upon mutual consent of both parties.
4. On August 9, 2011, the parties executed the First Amendment to the Original Agreement, for the first two (2) year renewal term, commencing on May 27, 2011 expiring on May, 26, 2013.

5. On May 2, 2012, the City Commission approved the Police Department's request to increase the number of vehicles from four to five, increasing the total annual cost from $43,680.00 to $54,600.00.

6. On April 18, 2013 the City executed the Second Amendment to the Original Agreement, as amended, for the second two (2) year term, commencing on May 27, 2013 and expiring on May 26, 2015.

7. On May 5th, 2015 the parties executed the Third Amendment to the Original Agreement, as amended, for the third two (2) year term, commencing on May 27, 2015 and expiring on May 26, 2017.

8. On October 31st, 2017 the parties executed the Fourth Amendment to the Original Agreement, as amended, to adopt an amendment to Article 3 Scope of Work, adopt an amendment to Article 7 Contract Sum to increase the rate of the Group II vehicles from $910.00 to $912.00 per vehicle, per month, which is a 0.22% increase, to repeal and replace Article 13 Public Works to comply with Florida's Public Records Law, and for the fourth two (2) year term, commencing on May 27, 2017 and terminating on May 26th, 2019.

9. Currently the Police Department would like to increase the number of rental vehicles from five (5) to six (6) increasing the renewal cost from $54,720.00 to $65,664.00 annually.

10. The Police Department recommends the renewal of the Original Agreement, as amended, for an additional two (2) year renewal term commencing on May 27, 2019, nunc pro tunc, and terminating on May 26th, 2021, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

a) **Renewal Cost:** $65,664.00
b) **Amount budgeted for this item in Account No:** 1-521-3001- -44200: Rents - Machinery & Equipment
c) **Source of funding for difference, if not fully budgeted:** "Not Applicable."
d) **5 year projection of the operational cost of the project**

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	$0.00	$0.00	$0.00	N/A	N/A
Expenditures	$21,888.00	$65,664.00	$43,776.00	N/A	N/A
Net Cost	$21,888.00	$65,664.00	$43,776.00	N/A	N/A

e) **Detail of additional staff requirements:** "Not Applicable"

(B) ESO Solutions, Inc. - Records Management System

1. The City of Pembroke Pines currently contracts with ESO Solutions, Inc., formerly known as Conduent Government Systems, LLC to provide a records management system for the Fire Department.
2. On August 22, 2017, the City entered into a Purchasing Agreement with Conduent Government Systems, LLC d/b/a Firehouse Software for an initial one (1) year period, commencing August 22, 2017 and expiring August 21, 2018.
3. Section 3.2 of the Original Agreement allows for five (5) additional one (1) year renewal terms, upon mutual consent, as evidenced by a written Amendment.
4. On September 4, 2018, the parties executed the First Amendment to the Original Agreement to acknowledge the acquisition of Conduent Government Systems, LLC by ESO Solutions, Inc. effective September 29, 2017, and for the renewal of the agreement for the first one (1) year renewal period, commencing August 22, 2018 and expiring August 21, 2019.
5. The Fire Department recommends that the City approve the Second Amendment to reflect updated pricing and for the second one (1) year renewal term commencing August 22, 2019 and expiring August 21, 2020, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

a) **Renewal Cost:** $30,375.00
b) **Amount budgeted for this item in Account No:** 1-529-4003-46801 I.T. Maintenance Contracts
c) **Source of funding for difference, if not fully budgeted:** "Not Applicable."
d) **5 year projection of the operational cost of the project**

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	$0.00	$0.00	$0.00	$0.00	$0.00

Expenditures	$18,316.00	$30,375.00	$31,286.25	$32,224.84	$33,191.59
Net Cost	$18,316.00	$30,375.00	$31,286.25	$32,224.84	$33,191.59

e) **Detail of additional staff requirements** "Not Applicable"

(C) Allied Universal Corp. - Purchase of Sodium Hypochlorite

1. The Utility Division utilizes Sodium Hypochlorite from Allied Universal Corporation for the treatment of water and wastewater.

2. On November 29, 2017 the City Commission approved the purchase of Sodium Hypochlorite on an as needed basis from Allied Universal Corporation, utilizing the Southeast Florida Governmental Cooperative Purchasing Group (Co-Op) Bid # 12006-372 which commenced on October 3, 2017 and terminates on October 2, 2019.

3. Section I of the Original Agreement allows for two (2) additional one (1) year renewal terms upon mutual consent of the parties.

4. The Utilities Department estimates a yearly cost of $77,688.00 based on 156,000 gallons x $0.498 per gallon for tanker loads.

5. The City's Utilities Department recommends that the City approve the renewal of the agreement for an additional one (1) year commencing October 3, 2019 and ending October 2, 2020, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

a) **Renewal Cost:** $77,688
b) **Amount budgeted for this item in Account No:** $77,688 in account #471-535-6022-52430 (Operating Chemicals) & in account #471-535-6031-52430 (Operating Chemicals)
c) **Source of funding for difference, if not fully budgeted:** Not Applicable
d) **1 year projection of the operational cost of the project**

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	$0				
Expenditures	$77,688				
Net Cost	$77,688	TBD	TBD	TBD	TBD

e) **Detail of additional staff requirements:** Not Applicable

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/25/2019

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
Alliant Insurance Services, Inc.
3600 N Capital of Texas Hwy, Bldg B, Suite 200
Austin TX 78746

CONTACT NAME: Risk Management
PHONE (A/C, No, Ext): 512-306-9300 FAX (A/C, No):
E-MAIL ADDRESS: SCR-Risk-Management@alliant.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Valley Forge Insurance Co	20508
INSURER B : The Continental Insurance Company	35289
INSURER C : Steadfast Insurance Company	26387
INSURER D :	
INSURER E :	
INSURER F :	

INSURED ESOSOLUTIO
ESO Solutions, Inc.
11500 Alterra Parkway
Suite 150
Austin TX 78758

COVERAGES **CERTIFICATE NUMBER:** 1406569450 **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	Y	Y	6083451840	5/1/2019	5/1/2020	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY	Y	Y	6083451790	5/1/2019	5/1/2020	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			6083451756	5/1/2019	5/1/2020	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED X RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A					PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
C	Tech E&O/Cyber			EOC 1220647	5/1/2019	5/1/2020	Each Claim Aggregate	$10,000,000 $10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Errors & Omissions/Cyber: Newly acquired or created entities have coverage only for actual or alleged wrongful acts taking place or events commencing after such acquisition or creation.
The general liability and auto liability policies include a blanket additional insured endorsement that provides Additional Insured status to City of Pembroke Pines when required by written contract. The general liability and auto liability include a blanket waiver of subrogation endorsement in favor of City of Pembroke Pines when required by written contract.

CERTIFICATE HOLDER

City of Pembroke Pines
601 City Center Way
Pembroke Pines FL 33025

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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/25/2019

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	CONTACT NAME: Risk Management Department	
Commercial Lines - (305) 443-4886 USI Insurance Services LLC 2601 South Bayshore Drive, Suite 1600 Coconut Grove, FL 33133	PHONE (A/C, No, Ext): (866) 443-8489	FAX (A/C, No): (800) 889-0021
	E-MAIL ADDRESS: Work.Comp@Trinet.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Indemnity Insurance Company of North America	43575
INSURED TriNet HR III, Inc. RE: Eso Solutions Inc 9000 Town Center Parkway Bradenton, FL 34202	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 14351295 **REVISION NUMBER:** See below

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	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / OCCUR						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER POLICY / PRO-JECT / LOC						GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY ANY AUTO						COMBINED SINGLE LIMIT (Ea accident)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per person)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WLR_C66084139	7/1/2019	7/1/2020	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000

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

Workers' Compensation coverage is limited to worksite employees of Eso Solutions Inc through a co-employment agreement with TriNet HR III, Inc.

CERTIFICATE HOLDER

City of Pembroke Pines
601 City Center Way
Pembroke Pines, FL 33025

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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FIRST AMENDMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
ESO SOLUTIONS, INC. F/K/A CONDUENT GOVERNMENT SYSTEMS, LLC

THIS AGREEMENT, dated this 4th day of September 2018, *nunc pro tunc* **August 22, 2018**, by and between:

> **THE CITY OF PEMBROKE PINES,** a municipal corporation organized and operating under the laws of the State of Florida, with an address of 601 City Center Way, Pembroke Pines, FL 33025, hereinafter referred to as "CITY",
>
> and
>
> **ESO SOLUTIONS, INC. F/K/A CONDUENT GOVERNMENT SYSTEMS, LLC.,** a Company authorized to do business in the State of Florida, with a business address of **115500 Alterra Parkway Ste. 100, Austin, TX 78758,** hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may be collectively referred to as the "PARTIES".

WHEREAS, pursuant to **RFP # TS-16-03**, on **August 22, 2017,** the CITY and CONTRACTOR entered into the Original Agreement for **Fire Department Records Management System** for an initial **one (1) year period,** which expires on **August 21, 2018;** and,

WHEREAS, the Original Agreement authorized the renewal of the Agreement for five (5) additional one (1) year terms upon mutual consent, evidenced by a written amendment; and,

WHEREAS, to date the Parties have been satisfied with the performance and execution of the Agreement, and desire to renew the terms of their contractual relationship as set forth herein; and,

WHEREAS, on September 29, 2017, Contractor purchased all or substantially all of the assets comprising the Firehouse software suite, including its customer contracts, from Conduent Government Systems, LLC. A true and correct copy of this Notice of Acquisition is attached hereto and incorporated herein as Exhibit "A".

WHEREAS, the Parties desire to amend the Original Agreement to provide for a recognition of the corporate name change of the CONTRACTOR from **Conduent Government Systems, LLC** to **ESO Solutions, Inc.**; and,

WHEREAS, the Parties specifically seek to amend **Article II Services and Responsibilities** of the **Original Agreement** to include the additional **SAAS Software Agreement** upon execution of this **First Amendment**; and,

WHEREAS, the Parties also specifically seek to execute the **first one (1) year renewal** option and amend the Agreement in accordance with the terms and conditions set forth herein.

WITNESSETH

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

SECTION 2. CITY and CONTRACTOR hereby agree to amend the Original Agreement to provide for a name change for the CONTRACTOR from **Conduent Government Systems, LLC** to **ESO Solutions, Inc.**

SECTION 3. SECTION II of the Original Agreement is hereby amended to include the following:

SECTION 2.11 CONTRACTOR hereby agrees to perform the services to provide the CITY's Fire Department with a **SAAS Software**, as set forth **Exhibit "B" "SAAS Software Schedule,"** upon execution of this First Amendment.

SECTION 4. The Original Agreement is hereby renewed for the **first one (1) year renewal** period commencing on **August 22, 2018** and terminating on **August 21, 2019.**

SECTION 5. In the event of any conflict or ambiguity by and between the terms and provisions of this First Amendment, and the Original Agreement, the terms and provisions of this amendment shall control to the extent of any such conflict or ambiguity.

SECTION 6. The Parties agree that in all other respects the Original Agreement, as amended by the First Amendment, shall remain in full force and effect, except as specifically modified herein.

SECTION 7. Each Exhibit referred to in the Original Agreement, except as repealed herein, forms an essential part of this Agreement. The exhibits, if not physically attached, should be treated as part of this Agreement and are incorporated herein by reference.

THE REMAINDER OF THIS PAGE

HAS BEEN INTENTIONALLY LEFT BLANK

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

ATTEST:

MARLENE D. GRAHAM,
CITY CLERK

APPROVED AS TO FORM

OFFICE OF THE CITY ATTORNEY

CITY:

CITY OF PEMBROKE PINES

BY: Charles F. Dodge
CHARLES F. DODGE
CITY MANAGER

CONTRACTOR:

WITNESSES

Michael Gill
Print Name

Print Name

ESO SOLUTIONS, INC. F/K/A CONDUENT GOVERNMENT SOLUTIONS, LLC

BY:

Print Name: Chris Dillie

Title: CEO & President

STATE OF Texas)
) ss:
COUNTY OF Travis)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Chris Dillie as CEO & President of **ESO SOLUTIONS, INC. F/K/A CONDUENT GOVERNMENT SOLUTIONS, LLC**, an organization authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **ESO SOLUTIONS, INC. F/K/A CONDUENT GOVERNMENT SOLUTIONS, LLC.,** for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 2 day of August, 2018.

NOTARY PUBLIC

Janessa Ramon

Janessa Ramon
Notary Public, State of Texas
Commission # 128876910
Expires: 02/07/2020

{00234[illegible]19[illegible]0185[illegible]}

(Name of Notary Typed, Printed or Stamped)

Exhibit A

eso

February 23rd, 2018

RE: Notice of Acquisition

Effective September 29th, 2017, ESO Solutions, Inc., with its principal place of business at 9020 N Capital of Texas Hwy, Building II-300, Austin, Texas 78759, a Texas corporation, purchased all or substantially all of the assets comprising the Firehouse software suite, including its customer contracts, from Conduent Government Systems, LLC (formerly known as Xerox Government Systems, LLC) with its principal place of business at 2900 100th Street, Suite 309, Urbandale IA 50322.

Sincerely,

Scott Kelly

Scott Kelly
Contract Manager

9020 N Capital of Texas Hwy
Building 2, Suite 300
Austin, TX 78759

Exhibit B

MASTER SUBSCRIPTION AND LICENSE AGREEMENT

This Master Subscription and License Agreement (the "Agreement") is entered into as of _____ ("Effective Date"), by and between ESO Solutions, Inc., a Texas corporation having its principal place of business at 9020 North Capital of Texas Highway, Building II-300, Austin, TX 78759 ("ESO") and Pembroke Pines Fire Department ("Customer") having its principal place of business at 9500 Pines Blvd Pembroke Pines, FL 33024 This Agreement consists of the General Terms & Conditions below and any Addenda (as defined below) executed by the parties, including any attachments to such Addenda.

The parties have agreed that ESO will provide Customer with certain technology products and/or services and that Customer will pay to ESO certain fees. Therefore, in consideration of the covenants, agreements and promises set forth below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as set forth in the pages that follow.

GENERAL TERMS AND CONDITIONS

1. **DEFINITIONS.** Capitalized terms not otherwise defined in this Agreement shall have the meanings below.

1.1 "Add-On Software" means any complementary software components or reporting service(s) that ESO makes available to customer through its Licensed Software, Interoperability Software or SaaS

1.2 "Addendum" or "Addenda" means a writing addressing an order of a specific set of products or services executed by authorized representatives of each party An Addendum may be (a) a Software Schedule (see Exhibit A1 – A4), (b) a Statement of Work, or (c) another writing the parties intend to be incorporated by reference into this Agreement.

1.3 "Customer Data" means data in electronic form managed or stored by ESO, which is entered into or transmitted through the Software.

1.4 "Deliverable" means software, report, or other work product created pursuant to a Statement of Work

1.5. "Documentation" means user guides, operating manuals, and specifications regarding the Software covered by this Agreement

1.6. "Feedback" refers to any suggestion or idea for improving or otherwise modifying ESO's products or services.

1.7. "Intellectual Property" means trade secrets, copyrightable subject matter, patents, and patent applications and other proprietary information, activities, and any ideas, concepts, innovations, inventions and designs

1.8. "Interoperability Software" means software-as-a-service that ESO hosts (directly or indirectly) for Customer to exchange healthcare data with others Some of ESO's Reporting Services may be made available to Customer via the Interoperability Software For the avoidance of doubt, Interoperability Software does not include Add-on Software, Licensed Software or SaaS.

1.9. "Licensed Software" means on premise software that ESO provides to Customer for its reproduction and use For the avoidance of doubt, Licensed Software does not include Add-on Software, Interoperability Software or SaaS.

1.10 "Professional Services" means professional services that a Statement of Work calls on ESO to provide

1.11. "Protected Health Information" or "PHI" shall have the meaning set forth in HIPAA All references herein to PHI shall be construed to include electronic PHI, or ePHI, as that term is defined by HIPAA

1.12 "Reporting Services" means collectively the different programs or tools ESO provides for Customer to generate compilations of data, including but not limited to ad-hoc reports, analytics, benchmarking or any other reporting tool provided through the Software

1.13. "SaaS" means software-as-a-service that ESO hosts (directly or indirectly) for Customer's use. For the avoidance of doubt, SaaS does not include Licensed Software, but does include Add-on Software and Interoperability Software

1.14. "Software" means any computer program, programming or modules specified in each Software Schedule or SOW. For the avoidance of doubt, Add-on Software, SaaS, Interoperability Software, and Licensed Software shall collectively be referred to as Software.

1.15 "Software Schedule" refers to an Addendum in which Customer has ordered either Add-on Software, Licensed Software, Interoperability Software or SaaS, collectively Software. *See* Exhibits A1 – A4.

1.16 "Statement of Work" or "SOW" refers to an Addendum in which Customer has ordered Professional Services or a Deliverable from ESO

1.17. "Support Services" means those services described in Exhibit B

1.18 "User" means any individual who uses the Software on Customer's behalf or through Customer's account or passwords, whether authorized or not

2. **SOFTWARE SCHEDULES.** During the Term of this Agreement, Customer may order Software from ESO by signing a Software Schedule. Customer's license to Licensed Software and its subscription to SaaS are set forth below. Each such Software Schedule, Exhibits A-1, A-2, A-3, and A-4, are incorporated herein by reference

3. LICENSE/SUBSCRIPTION TO SOFTWARE

3.1 Grant of License In the case of Licensed Software, during the Term of this Agreement ESO hereby grants Customer a

limited, non-exclusive, non-transferable, non-assignable, revocable license to copy and use the Licensed Software, in such quantities as are set forth on the applicable Software Schedule and as necessary for Customer's internal business purposes, provided that, Customer complies with the Restrictions on Use (Section 3.3) and other limitations and obligations contained in this Agreement. Such internal business purposes do not include reproduction or use by any parent, subsidiary, or affiliate of Customer, or any other third party, and Customer shall not permit any such use.

3.2. Grant of Subscription. In the case of SaaS, during the term of this Agreement Customer may access and use the SaaS, in such quantities as are set forth on the applicable Software Schedule, provided that, Customer complies with the Restrictions on Use (Section 3.3) and other limitations contained in this Agreement.

3.3. Restrictions on Use. Except as provided in this Agreement or as otherwise authorized by ESO, Customer has no right to: (a) decompile, reverse engineer, disassemble, print, copy or display the Software or otherwise reduce the Software to a human perceivable form in whole or in part; (b) publish, release, rent, lease, loan, sell, distribute or transfer the Software to another person or entity, (c) reproduce the Software for the use or benefit of anyone other than Customer, (d) alter, modify or create derivative works based upon the Software either in whole or in part, or (e) use or permit the use of the Software for commercial time-sharing arrangements or providing service bureau, data processing, rental, or other services to any third party. The rights granted under the provisions of this Agreement do not constitute a sale of the Software. ESO retains all right, title, and interest in and to the Software, including without limitation all software used to provide the Software and all graphics, user interfaces, logos and trademarks reproduced through the Software, except to the limited extent set forth in this Agreement. This Agreement does not grant Customer any intellectual property rights in the Software or any of its components, except to the limited extent that this Agreement specifically sets forth Customer's rights to access, use, or copy the Software during the Term of this Agreement. Customer recognizes that the Software and its components are protected by copyright and other laws.

3.4. Delivery. In the case of Licensed Software, ESO shall provide the Licensed Software to Customer through a reasonable system of electronic download. In the case of SaaS, ESO shall grant Customer access to SaaS promptly after the Effective Date.

3.5. Third-Party Software. Software may incorporate software and other technology owned and controlled by third parties ("Third-Party Software"). ESO is licensed to sublicense and distribute Third-Party Software. All Third-Party Software falls under the scope of this Agreement. Moreover, ESO neither accepts liability, nor warrants the functionality, reliability or accuracy of Third-Party Software, including but not limited to third-party mapping applications.

4. HOSTING, SLA & SUPPORT SERVICES

4.1. Hosting & Management. ESO shall be responsible for hosting and managing the SaaS.

4.2. Service Level Agreement. No credits shall be given in the event Customer's access to SaaS is delayed, impaired or otherwise disrupted (collectively, an "Outage"). If such Outage, excluding Scheduled Downtime (as defined below), results in the service level uptime falling below 99% for three consecutive months or three months in any rolling twelve-month period (collectively, "Uptime Commitment"), then Customer shall have the option to immediately terminate this Agreement, and ESO will refund any prepaid, unearned Fees to Customer.

4.3. Scheduled Downtime. In the event ESO determines that it is necessary to intentionally interrupt the SaaS or that there is a potential for the SaaS to be interrupted for the performance of system maintenance (collectively, "Scheduled Downtime"), ESO will notify Customer of such Scheduled Downtime at least 72 hours in advance and will ensure Scheduled Downtime occurs during non-peak hours (midnight to 6 a.m. Central Time). In no event shall Scheduled Downtime constitute a failure of performance by ESO.

4.4. Support and Updates. During the Term of this Agreement ESO shall provide to Customer the Support Services, in accordance with Exhibit B. Exhibit B is incorporated herein by reference.

5. FEES

5.1. Fees. In consideration of the rights granted and except in the event there is a Third-Party Payer (as defined below), Customer agrees to pay ESO the fees for the Software and/or Professional Services as set forth in the Software Schedule(s) or SOW(s) (collectively, "Fees"). The Fees are non-cancelable and non-refundable. Customer shall pay all invoices within thirty (30) days of receipt. In the event a third-party is paying some or all of the Fees on behalf of Customer ("Third-Party Payer"), the Software Schedule will state that payment obligation. The parties agree that Customer may replace the Third-Party Payer by submitting to ESO written notice memorializing the change. However, no such change shall be made until the then-current Term's renewal. Moreover, Customer is responsible for payment in the event the Third-Party Payer does not pay the Fees and Customer continues using the Software. For the avoidance of doubt, any such Addenda will become part of this Agreement.

5.2. Uplift on Renewal. Except in the instance of Overages (as defined below), Fees for Software, which recur annually, shall increase by three percent (3%) each year this Agreement is in effect.

5.3. Taxes and Fees. This Agreement is exclusive of all taxes and credit card processing fees, if applicable. Customer is responsible for and will remit (or will reimburse ESO upon ESO's request) all taxes of any kind, including sales, use, duty, customs, withholding, property, value-added, and other similar federal, state or local taxes (other than taxes based on ESO's income) related to this Agreement.

5.4. Appropriation of Funds. If Customer is a city, county or other government entity, the parties accept and agree that Customer has the right to terminate the Agreement at the end of the Customer's fiscal term for a failure by Customer's governing body to appropriate sufficient funds for the next fiscal year. Notwithstanding the foregoing, this provision shall not excuse Customer from past payment obligations or other Fees earned and unpaid. Moreover,

Customer agrees to provide ESO reasonable documentation evidencing such non-appropriation of funds

5.5 Monitoring Rights. ESO may regularly monitor Customer's use of the Software and charge Customer the fees further described on Exhibit D to coincide with the issuance of the next annual invoice if Customer's usage has increased beyond the tier contracted for in the current Software Schedule (for example, Customer is uploading more records into the Software than it has previously contracted for) (collectively, "Overages"). Notwithstanding the foregoing, it is solely Customer's responsibility to report Overages to ESO.

6 TERM AND TERMINATION

6.1 Term. The term of this Agreement (the "Term") shall commence on the Effective Date and continue for the period set forth in the applicable Software Schedule or, if none, for one year. Thereafter, the Term will renew for successive one-year periods, unless either party opts out of such renewal by providing at least sixty days' written notice before the scheduled renewal date. The license period or subscription period shall begin on the date specified in the applicable Software Schedule, and this Agreement shall automatically be extended to ensure that the contract Term is coterminous with the subscription period or license period, as applicable.

6.2 Termination for Cause. Either party may terminate this Agreement or any individual Software Schedule for the other party's material breach by providing written notice. The breaching party shall have thirty days from receipt to cure such breach to the reasonable satisfaction of the non-breaching party.

6.3 Bankruptcy/Insolvency. This Agreement and any applicable Software Schedule may be terminated immediately upon the following: (a) the institution of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of debts of the other party; (b) the making of an assignment for the benefit of creditors by the other party; or (c) the dissolution of the other party.

6.4. Effect of Termination.

6.4.1 If this Agreement or any Software Schedule is terminated by Customer prior to the expiration of its then-current term, for any reason other than ESO's breach, Customer agrees to immediately remit all unpaid Fees as set forth on the applicable Software Schedule equal to the Fees that will become due during the remaining Term.

6.4.2 If Customer terminates this Agreement or any Software Schedule as a result of ESO's breach, then to the extent that Customer has prepaid any Fees, ESO shall refund to Customer any prepaid Fees on a pro-rata basis to the extent such Fees are attributable to the period after the termination date.

6.4.3. Upon termination of this Agreement or any Software Schedule, Customer shall cease all use of the Software and delete, destroy or return all copies of the Documentation and Licensed Software in its possession or control, except as required by law.

6.4.4 Termination of this Agreement is without prejudice to any other right or remedy of the parties and shall not release either party from any liability (a) which at the time of termination, has already accrued to the other party, (b) which may accrue in respect of any act or omission prior to termination, or (c) from any obligation which is intended to survive termination.

6.5 Delivery of Data. If Customer requests its data within sixty (60) days of expiration or termination of this Agreement, ESO will provide Customer access to Customer Data in a searchable pdf format within a reasonable time frame thereafter. ESO is under no obligation to retain Customer Data more than sixty (60) days after expiration or termination of this Agreement.

7 REPRESENTATIONS AND WARRANTIES

7.1. Material Performance of Software. ESO warrants and represents that the Software will materially perform in accordance with the Documentation provided by ESO, if any.

7.2. Warranty of Services. ESO warrants that its personnel are adequately trained and competent to perform Professional Services and/or Support Services and that each will be performed in a professional and workmanlike manner.

7.3 Due Authority. Each party's execution, delivery and performance of this Agreement and each agreement or instrument contemplated by this Agreement has been duly authorized by all necessary corporate or government action.

7.4. Customer Cooperation. Customer agrees to reasonably and timely cooperate with ESO, including but not limited to providing ESO with reasonable access to its equipment, software, data and using current operating system(s).

8. DISCLAIMER OF WARRANTIES. EXCEPT AS OTHERWISE PROVIDED IN SECTION 7, ESO HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY, TITLE, NON-INFRINGEMENT, OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING: (a) ESO DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE WILL PERFORM WITHOUT INTERRUPTION OR ERROR; AND (b) ESO DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE IS SECURE FROM HACKING OR OTHER UNAUTHORIZED INTRUSION OR THAT CUSTOMER DATA WILL REMAIN PRIVATE OR SECURE. EXCEPT AS OTHERWISE PROVIDED FOR HEREIN, CUSTOMER THEREFORE ACCEPTS THE SOFTWARE "AS-IS" AND "AS AVAILABLE."

9. CONFIDENTIALITY

9.1 "Confidential Information" refers to the following items: (a) any document marked "Confidential"; (b) any information orally designated as "Confidential" at the time of disclosure, provided the disclosing party confirms such designation in writing within five (5) business days; (c) the Software and

Documentation, whether or not designated confidential, and (d) any other nonpublic, sensitive information reasonably considered a trade secret or otherwise confidential. Notwithstanding the foregoing, Confidential Information does not include information that (i) is in the other party's possession at the time of disclosure; (ii) is independently developed without use of or reference to Confidential Information, (iii) becomes known publicly, before or after disclosure, other than as a result of a party's improper action or inaction, (iv) is approved for release in writing by the disclosing party; (v) is required to be disclosed by law, or (vi) PHI, which shall be governed by the Business Associate Agreement rather than this Section

9.2 Nondisclosure. The parties shall not use Confidential Information for any purpose other than to fulfill the terms of this Agreement (the "Purpose"). Each party: (a) shall ensure that its employees or contractors are bound by confidentiality obligations no less restrictive than those contained herein and (b) shall not disclose Confidential Information to any other third party without prior written consent from the disclosing party. Without limiting the generality of the foregoing, the receiving party shall protect Confidential Information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but with no less than reasonable care. A receiving party shall promptly notify the disclosing party of any misuse or misappropriation of Confidential Information of which it is aware.

9.3 Disclosure of ESO's Security Policies. Customer acknowledges that any information provided by ESO pertaining to ESO's security controls, policies, procedures, audits, or other information concerning ESO's internal security posture are considered Confidential Information and shall be treated by Customer in accordance with the terms and conditions of this Agreement

9.4 Public Records Policy. Customer, as a Municipal Corporation is subject to Chapter 119, Florida Statutes, entitled the "Public Records Act". Confidentiality of the foregoing shall be maintained as required by this Agreement to the extent permitted by the laws of the State of Florida

9.5. Injunction. Omission

9.6. Termination & Return. With respect to each item of Confidential Information, the obligations of nondisclosure will terminate three (3) years after the date of disclosure, provided that, such obligations related to Confidential Information constituting ESO's trade secrets shall continue so long as such information remains subject to trade secret protection pursuant to applicable law. Upon termination of this Agreement, a party shall return all copies of Confidential Information to the other or certify, in writing, the destruction thereof.

9.7. Retention of Rights. This Agreement does not transfer ownership of Confidential Information or grant a license thereto.

9.8 Open Records and Other Laws. Notwithstanding anything in this Section to the contrary, the parties expressly acknowledge that Confidential Information may be disclosed if such Confidential Information is required to be disclosed by law, a lawful public records request, or judicial order, provided that prior to such disclosure, written notice of such required disclosure shall be given promptly and without unreasonable delay by the receiving party in order to give the disclosing party the opportunity to object to the disclosure and/or to seek a protective order. The receiving party shall reasonably cooperate in this effort. In addition, Customer may disclose the contents of this Agreement solely for the purpose of completing its review and approval processes under its local rules, if applicable.

10 INSURANCE. Throughout the term of this Agreement, and for a period of at least three (3) years thereafter for any insurance written on a claims-made form, ESO shall maintain in effect the insurance coverage described below:

10.1 Commercial general liability insurance with a minimum of $1 million per occurrence and $1 million aggregate,

10.2. Commercial automobile liability insurance covering use of all non-owned and hired automobiles with a minimum limit of $1 million for bodily injury and property damage liability,

10.3 Worker's compensation insurance and employer's liability insurance or any alternative plan or coverage as permitted or required by applicable law, with a minimum employer's liability limit of $1 million each accident or disease, and

10.4. Computer processor/computer professional liability insurance ("Technology Errors and Omissions") covering the liability for financial loss due to error, omission or negligence of ESO, and Privacy and Network Security insurance ("Cyber") covering losses arising from a disclosure of confidential information, with a combined aggregate amount of $3 million

11 INDEMNIFICATION

11.1. IP Infringement. ESO shall defend and indemnify Customer from any damages, costs, liabilities, expenses (including reasonable and actual attorney's fees) ("Damages") actually incurred or finally adjudicated as to any third-party claim or action alleging that the Software delivered pursuant to this Agreement infringe or misappropriate any third party's patent, copyright, trade secret, or other intellectual property rights enforceable in the applicable jurisdiction (each an "Indemnified Claim"). If an Indemnified Claim under this Section occurs or if ESO determines that an Indemnified Claim is likely to occur, ESO shall at its option: (a) obtain a right for Customer to continue using such Software; (b) modify such Software to make it a non-infringing equivalent or (c) replace such Software with a non-infringing equivalent. If (a), (b), or (c) above are not reasonably available, either party may, at its option, terminate this Agreement and/or relevant Software Schedule. ESO will refund any pre-paid Fees on a pro-rata basis for the allegedly infringing Software provided. Notwithstanding the foregoing, ESO shall have no obligation hereunder for any claim resulting or arising from (x) Customer's breach of this Agreement; (y) modifications made to the Software that were not performed or provided by or on behalf of ESO or (z) the combination, operation or use by Customer or anyone acting on Customer's behalf of the Software in connection with a third-party product or service (the combination of which causes the infringement). This Section 11 states ESO's sole obligation and liability, and Customer's sole remedy, for potential or actual intellectual property infringement by the Software

11.2. Indemnification Procedures. Upon becoming aware of any matter which is subject to the provisions of Sections 11.1 (a "Claim"), the party seeking indemnification (the "Indemnified Party") must give prompt written notice of such Claim to the other party (the "Indemnifying Party"), accompanied by copies of any written documentation regarding the Claim received by the Indemnified Party. The Indemnifying Party shall compromise or defend, at its own expense and with its own counsel, any such Claim. The Indemnified Party will have the right, at its option, to participate in the settlement or defense of any such Claim, with its own counsel and at its own expense, provided, however, that the Indemnifying Party will have the right to control such settlement or defense. The Indemnifying Party will not enter into any settlement that imposes any liability or obligation on the Indemnified Party without the Indemnified Party's prior written consent. The parties will cooperate in any such settlement or defense and give each other full access to all relevant information, at the Indemnifying Party's expense.

12. LIMITATION OF LIABILITY

12.1. LIMITATION OF DAMAGES. UNDER NO CIRCUMSTANCES SHALL ESO OR CUSTOMER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES, INCLUDING CLAIMS FOR DAMAGES FOR LOST PROFITS, GOODWILL, USE OF MONEY, INTERRUPTED OR IMPAIRED USE OF THE SOFTWARE, AVAILABILITY OF DATA, STOPPAGE OF WORK OR IMPAIRMENT OF OTHER ASSETS.

12.2 LIMITATION OF LIABILITY. WITH THE EXCEPTION OF SECTION 12.3 (EXCEPTIONS TO THE LIMITATION OF LIABILITY), ESO'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS OF LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, SHALL NOT EXCEED THE FEES PAID BY CUSTOMER OR ON BEHALF OF CUSTOMER IN THE CASE OF A THIRD-PARTY PAYER UNDER THE APPLICABLE SOFTWARE SCHEDULE OR SOW GIVING RISE TO THE CLAIM WITHIN THE PRECEDING 12-MONTH PERIOD.

12.3 EXCEPTIONS TO LIMITATION OF LIABILITY. NOTWITHSTANDING SECTION 12.2, A PARTY'S LIABILITY FOR CLAIMS INVOLVING A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 11, SHALL BE LIMITED TO $250,000. IN ADDITION, AND NOTWITHSTANDING SECTION 12.2, A PARTY'S LIABILITY SHALL BE LIMITED TO THE AMOUNT OF INSURANCE COVERAGE REQUIRED BY SECTION 10 FOR THE FOLLOWING TYPES OF CLAIMS: (I) CLAIMS ARISING FROM A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND (II) CLAIMS ARISING FROM A BREACH OF CONFIDENTIAL INFORMATION, INCLUDING A BREACH OF PROTECTED HEALTH INFORMATION.

12.4 THE FOREGOING LIMITATIONS, EXCLUSIONS, DISCLAIMERS SHALL APPLY REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, TORT OR OTHERWISE. INSOFAR AS APPLICABLE LAW PROHIBITS ANY LIMITATION HEREIN, THE PARTIES AGREE THAT SUCH LIMITATION SHALL BE AUTOMATICALLY MODIFIED, BUT ONLY TO THE EXTENT SO AS TO MAKE THE LIMITATION PERMITTED TO THE FULLEST EXTENT POSSIBLE UNDER SUCH LAW. THE PARTIES AGREE THAT THE LIMITATIONS SET FORTH HEREIN ARE AGREED ALLOCATIONS OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR ESO'S SOFTWARE AND SERVICES TO CUSTOMER, AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSES OF ANY LIMITED REMEDY AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES.

12.5. THIS SECTION 12 SHALL SURVIVE EXPIRATION OR TERMINATION OF THE AGREEMENT.

13. CUSTOMER DATA & PRIVACY

13.1 Ownership of Data & Reports. As between ESO and Customer, all Customer Data shall be owned by Customer. Without limiting the foregoing, ESO will own all right, title and interest in all Intellectual Property in any aggregated and de-identified reports, summaries, compilations, analysis or other information made available through ESO's Reporting Services. If subscribed to by Customer, ESO grants to Customer a limited, non-exclusive license to use its Reporting Services for Customer's internal purposes only during the Term of this Agreement. No other third party shall rely on ESO's Reporting Services or the contents thereof. ESO disclaims all liability for any damages related thereto. Customer acknowledges and agrees that any such license expires upon the expiration or termination of the applicable Software Schedule granting a license to ESO's Reporting Services.

13.2 Use of Customer Data. Unless it receives Customer's prior written consent, ESO (a) shall not access, process, or otherwise use Customer Data, and (b) shall not intentionally grant any third-party access to Customer Data, including without limitation ESO's other customers, except subcontractors that are subject to a reasonable nondisclosure agreement or authorized participants in the case of Interoperability Software. Notwithstanding the foregoing, ESO may use and disclose Customer Data to fulfill its obligations under this Agreement or as required by applicable law or by proper legal or governmental authority. ESO shall give Customer prompt notice of any such legal or governmental demand and reasonably cooperate with Customer in any effort to seek a protective order or otherwise to contest such required disclosure, at Customer's expense.

13.3. Anonymized Data. Notwithstanding any provision herein, ESO may use, reproduce, license, or otherwise exploit Anonymized Data; provided that Anonymized Data does not contain and is not PHI. ("Anonymized Data" refers to Customer Data with the following removed: personally identifiable information and the names and addresses of Customer and any of its Users and/or Customer's clients.)

13.4 Risk of Exposure. Customer recognizes and agrees that hosting data online involves risks of unauthorized disclosure and that, in accessing and using the SaaS, Customer assumes such risks. Customer has sole responsibility for obtaining, maintaining, and securing its connections to the Internet. ESO makes no representations

to Customer regarding the reliability, performance or security of any network or provider

14 FEEDBACK RIGHTS & WORK PRODUCT

14.1 Feedback Rights. ESO does not agree to treat as confidential any Feedback that Customer provides to ESO. Nothing in this Agreement will restrict ESO's right to use, profit from, disclose, publish, keep secret, or otherwise exploit Feedback, without compensation or crediting Customer. Feedback will not constitute Confidential Information, even if it would otherwise qualify as such pursuant to Section 9 (Confidential Information).

14.2. Work Product Ownership. In the event Customer hires ESO to perform Professional Services, ESO alone shall hold all right, title, and interest to all proprietary and intellectual property rights of the Deliverables (including, without limitation, patents, trade secrets, copyrights, and trademarks), as well as title to any copy of software made by or for Customer (if applicable). Customer hereby explicitly acknowledges and agrees that nothing in this Agreement or a separate SOW gives the Customer any right, title, or interest to the intellectual property or proprietary know-how of the Deliverables.

15 GOVERNMENT PROVISIONS

15.1. Compliance with Laws. Both parties shall comply with and give all notices required by all applicable federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of this Agreement.

15.2. Business Associate Addendum. The parties agree to the terms of the Business Associate Addendum attached hereto as Exhibit C and incorporated herein by reference.

15.3 Equal Opportunity. The parties shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a), and the posting requirements of 29 CFR Part 471, appendix A to subpart A, if applicable. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin.

15.4. Excluded Parties List. ESO agrees to immediately report to Customer if an employee or contractor is listed by a federal agency as debarred, excluded or otherwise ineligible for participation in federally funded health care programs.

16 PHI ACCURACY & COMPLETENESS

16.1 ESO provides the Software to allow Customer (and its respective Users) to enter, document, and disclose Customer Data, and as such, ESO gives no representations or guarantees about the accuracy or completeness of Customer Data (including PHI) entered, uploaded or disclosed through the Software.

16.2 Customer is solely responsible for any decisions or actions taken involving patient care or patient care management, whether those decisions or actions were made or taken using information received through the Software.

17 MISCELLANEOUS

17.1 Independent Contractors. The parties are independent contractors. Neither party is the agent of the other, and neither may make commitments on the other's behalf. The parties agree that no ESO employee or contractor is or will be considered an employee of Customer.

17.2 Notices. Notices provided under this Agreement must be in writing and delivered by (a) certified mail, return receipt requested to a party's principal place of business as forth in the recitals on page 1 of this Agreement, (b) hand delivered, (c) facsimile with receipt of a "Transmission Confirmed" acknowledgment, (d) e-mail, or (e) delivery by a reputable overnight carrier service. In the case of delivery by facsimile or e-mail, the notice must be followed by a copy of the notice being delivered by a means provided in (a), (b) or (e). The notice will be deemed given on the day the notice is received.

17.3 Merger Clause. In entering into this Agreement, neither party is relying upon any representations or statements of the other that are not fully expressed in this Agreement, rather each party is relying on its own judgment and due diligence and expressly disclaims reliance upon any representations or statement not expressly set forth in this Agreement. In the event the Customer issues a purchase order, letter or any other document addressing the Software or Services to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such writing is for the Customer's internal purposes only, and that any terms, provisions, and conditions contained therein shall in no way modify this Agreement.

17.4. Severability. If a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.

17.5 Assignment & Successors. Neither party may assign, subcontract, delegate or otherwise transfer this Agreement or any of its rights or obligations hereunder, nor may it contract with third parties to perform any of its obligations hereunder except as contemplated in this Agreement, without the other party's prior written consent. Except that either party may, without the prior consent of the other, assign all its rights under this Agreement to (i) a purchaser of all or substantially all assets related to this Agreement, or (ii) a third party participating in a merger, acquisition, sale of assets or other corporate reorganization in which either party is participating (collectively, a "Change in Control"), provided however, that the non-assigning party is given notice of the Change in Control.

17.6 Modifications and Amendments. This Agreement may not be amended except through a written agreement signed by authorized representatives of each party.

17.7. Force Majeure. No delay, failure, or default, other than a failure to pay Fees when due, will constitute a breach of this Agreement to the extent caused by acts of war, terrorism, hurricanes, earthquakes, other acts of God or of nature, strikes or other labor disputes, riots or other acts of civil disorder, embargoes, or other causes beyond the performing party's reasonable control (collectively, "Force Majeure")

In such event, however, the delayed party must promptly provide the other party notice of the Force Majeure. The delayed party's time for performance will be excused for the duration of the Force Majeure, but if the event last longer than thirty (30) days, the other party may immediately terminate the applicable Software Schedule.

17.8 Marketing. Customer hereby grants ESO a license to include Customer's primary logo in any customer list or press release announcing this Agreement, provided ESO first submits each such press release or customer list to Customer and receives written approval, which approval shall not be unreasonably withheld. Goodwill associated with the logo inures solely to Customer, and ESO shall take no action to damage the goodwill associated with the logo or with Customer.

17.9 Waiver & Breach. Neither party will be deemed to have waived any of its rights under this Agreement unless it is an explicit written waiver made by an authorized representative. No waiver of a breach of this Agreement will constitute a waiver of any other breach of this Agreement.

17.10 Survival of Terms. Unless otherwise stated, all of ESO's and Customer's respective obligations, representations and warranties under this Agreement which are not, by the expressed terms of this Agreement, fully to be performed while this Agreement is in effect shall survive the termination of this Agreement.

17.11 Governing Law. This Agreement, any related Addenda, and any CLAIM, DISPUTE, OR CONTROVERSY (WHETHER IN CONTRACT, TORT, OR OTHERWISE, INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT AND EQUITABLE CLAIMS) BETWEEN CUSTOMER AND ESO, including their affiliates, contractors, and agents, and each of their respective employees, directors, and officers (a "Dispute") will be governed by the laws of the State of Texas, without regard to conflicts of law. Notwithstanding the foregoing, in the event Customer is a U.S. city, county, municipality or other U.S. governmental entity, then any Dispute will be governed by the law of state where Customer is located, without regard to its conflicts of law. The UN Convention for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply. In any Dispute, each party will bear its own attorneys' fees and costs and expressly waives any statutory right to attorneys' fees.

17.12 Venue. The parties agree that any Dispute shall be brought exclusively in the state or federal courts located in Travis County, Texas. The parties agree to submit to the personal jurisdiction of such courts. Notwithstanding the foregoing, in the event Customer is a U.S. city, county, municipality or other U.S. governmental entity, then any Dispute shall be brought exclusively in the state or federal courts located in the county where Customer is located.

17.13 Bench Trial. The parties agree to waive, to the maximum extent permitted by law, any right to a jury trial with respect to any Dispute.

17.14 Limitation Period. NEITHER PARTY, shall be liable for any claim brought more than 2 years after the cause of action for such claim first arose.

17.15 Dispute Resolution. Customer and ESO will attempt to resolve any Dispute through negotiation or by utilizing a mediator agreed to by the parties, rather than through litigation. Negotiations and mediations will be treated as confidential. If the parties are unable to reach a resolution within thirty (30) days of notice of the Dispute to the other party, the parties may pursue all other courses of action available at law or in equity.

17.16 Technology Export. Customer shall not: (a) permit any third party to access or use the Software in violation of any U.S. law or regulation; or (b) export any software provided by ESO or otherwise remove it from the United States except in compliance with all applicable U.S. laws and regulations. Without limiting the generality of the foregoing, Customer shall not permit any third party to access or use the Software in, or export such software to, a country subject to a United States embargo (as of the Effective Date - Cuba, Iran, North Korea, Sudan, and Syria).

17.17 Order of Precedence. In the event of any conflict between this Agreement, Addenda or other attachments incorporated herein, the following order of precedence will govern: (1) the General Terms and Conditions, (2) any Business Associate Agreement; (3) the applicable Software Schedule or SOW, with most recent Software Schedule or SOW taking precedence over earlier ones; and (3) any ESO policy posted online, including without limitation its privacy policy. No amendments incorporated into this Agreement after execution of the General Terms and Conditions will amend such General Terms and Conditions unless it specifically states its intent to do so and cites the section or sections amended.

17.18 Counterparts. This Agreement may be executed in one or more counterparts. Each counterpart will be an original, and all such counterparts will constitute a single instrument.

17.19 Signatures. Electronic signatures on this Agreement or on any Addendum (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date

ESO Solutions, Inc.	Customer
[Signature]	[Signature]
Jennifer Mabe [Printed Name]	Charles F. Dodge [Printed Name]
CFO [Title]	City Manager [Title]

Witnessed: Janessa Ramon
Janessa Ramon
Contracts Administrator

APPROVED AS TO LEGAL FORM
OFFICE OF THE CITY ATTORNEY
DATED: 8/30/18

Notarized by: Scott Kelly
on: 5/24/2018

SCOTT KELLY
Notary Public, State of Texas
Comm. Expires 03-01-2021
Notary ID 131026283

EXHIBIT A-1

SAAS SOFTWARE SCHEDULE

(Applications - ESO EHR, ESO Fire, ESO PM)

1. The General Terms & Conditions are incorporated herein by reference. The SaaS subscription term shall begin fifteen (15) calendar days after the Effective Date ("SaaS Subscription Start Date"). Customer shall be deemed to have accepted the SaaS on the SaaS Subscription Start Date. The parties will make reasonable efforts to ensure that Customer is live on the SaaS as quickly as possible, and in no event will the SaaS Subscription Start Date be modified for implementation delays. Customer has been offered preferential discount pricing for the first Term of the Agreement, and in no event shall said discounted pricing extend into renewal Terms of the Agreement.

2. The following SaaS may be ordered under this Exhibit:

   2.1. ESO Electronic Health Record ("EHR") is a SaaS software application for prehospital patient documentation (http://www.esosolutions.com/software/ehr).

   2.2. ESO Personnel Management ("PM") is a SaaS software application for tracking personnel records, training courses and education history (http://www.esosolutions.com/software/personnel-management)

   2.3. ESO Fire is a SaaS software application for NFIRS reporting (http://www.esosolutions.com/software/fire)

3. Third-Party Payer is responsible for the following products and Fees:

N/A

4. Customer hereby agrees to timely pay for the following products according to the schedule below:

First Term Pricing:

Product	Quantity	Discounts	Total Price	Line Item Description
EHR Suite w/ QM & Mobile 15,000 - 20,000 Calls	1.00	$10,116.00	$15,174.00	Annual subscription amount - Includes Quality Management, Ad Hoc Reports, Analytics, Patient Tracker. Allows for unlimited users, unlimited mobile applications, live support, state and federal data reporting, ongoing weekly web training, software update
CAD Integration 15,000 - 20,000 Incidents	1.00	$299.50	$2,695.50	Annual recurring cost – Allows for integration of CAD data into EHR mobile and web application. Ongoing maintenance included
Cardiac Monitor 15,000 - 20,000 Incidents	1.00	$129.50	$1,165.50	Annual recurring cost - Unlimited cardiac monitors, allows for import of cardiac monitor data via local or cloud integration. Ongoing maintenance included
Billing Standard Interface 15,000 - 20,000 Incidents	1.00	$79.50	$715.50	Annual recurring cost -- Allows for integration of discrete ePCR data into third-party billing software. Ongoing maintenance included
Training - EHR	3.00	$0.00	$2,985.00	One Time Cost - 3 days of onsite training, also includes web training, system setup and implementation
Training Travel Costs - EHR	1.00	$0.00	$1,500.00	One Time Cost - includes airfare, hotel and rental car fees

Full Price	$34,860.00
Sum of Discounts	$10,624.50
Grand Total	$24,235.50

Renewal Term pricing:

[illegible]	[illegible]	[illegible]	[illegible]
EHR Suite w/ QM & Mobile 15,000 - 20,000 Calls	1.00	$35,250.00	Annual subscription amount - Includes Quality Management, Ad Hoc Reports, Analytics, Patient Tracker. Allows for unlimited users, unlimited mobile applications, live support, state and federal data reporting, ongoing weekly web training, software update
CAD Integration 15,000 - 20,000 Incidents	1.00	$2,995.00	Annual recurring cost - Allows for integration of CAD data into EHR mobile and web application. Ongoing maintenance included
Cardiac Monitor 15,000 - 20,000 Incidents	1.00	$1,295.00	Annual recurring cost - Unlimited cardiac monitors, allows for import of cardiac monitor data via local or cloud integration. Ongoing maintenance included
Billing Standard Interface 15,000 - 20,000 Incidents	1.00	$795.00	Annual recurring cost - Allows for integration of discrete ePCR data into third-party billing software. Ongoing maintenance included

Grand Total: $39,335.00

5. All the Fees above will be invoiced by ESO as follows

   5.1 Training and Training Travel Fees shall be invoiced on the Effective Date.

   5.2. During the first year, 100% of the recurring Fees shall be invoiced on the Subscription Start Date

   5.3 During the second year and any renewal years thereafter, 100% of the Fees shall due on the anniversary of the SaaS Subscription Start Date.

EXHIBIT B
SUPPORT SERVICES ADDENDUM

1. **DEFINITIONS** Capitalized terms not defined below shall have the same meaning as in the General Terms & Conditions

1.1 "Enhancement" means a modification, addition or new release of the Software that when added to the Software, materially changes its utility, efficiency, functional capability or application.

1.2. "E-mail Support" means ability to make requests for technical support assistance by e-mail at any time concerning the use of the then-current release of Software.

1.3. "Error" means an error in the Software, which significantly degrades performance of such Software as compared to ESO's then-published Documentation

1.4 "Error Correction" means the use of reasonable commercial efforts to correct Errors.

1.5 "Fix" means the repair or replacement of object code for the Software or Documentation to remedy an Error

1.6. "Initial Response" means the first contact by a Support Representative after the incident has been logged and a ticket generated. This may include an automated email response depending on when the incident is first communicated

1.7 "Management Escalation" means, if the initial Workaround or Fix does not resolve the Error, notification of management that such Error(s) have been reported and of steps being taken to correct such Error(s).

1.8. "Severity 1 Error" means an Error which renders the Software completely inoperative (e.g. a User cannot access the Software due to unscheduled downtime or an Outage)

1.9. "Severity 2 Error" means an Error in which Software is still operable, however, one or more significant features or functionality are unavailable (e.g. a User cannot access a core component of the Software).

1.1 "Severity 3 Error" means any other error that does not prevent a User from accessing a significant feature of the Software (e.g. User is experiencing latency in reports).

1.2 "Severity 4 Error" means any error related to Documentation or a Customer Enhancement request

1.3. "Status Update" means if the initial Workaround or Fix cannot resolve the Error, notification of the Customer regarding the progress of the Workaround or Fix

1.4 "Online Support" means information available through ESO's website (www.esosolutions.com), including frequently asked questions and bug reporting via Live Chat.

1.5. "Support Representative" shall be ESO employee(s) or agent(s) designated to receive Error notifications from Customer, which Customer's Administrator has been unable to resolve

1.6 "Update" means an update or revision to Software, typically for Error Correction

1.7 "Upgrade" means a new version or release of Software or a particular component of Software, which improves the functionality or which adds functional capabilities to the Software and is not included in an Update. Upgrades may include Enhancements

1.8 "Workaround" means a change in the procedures followed or data supplied by Customer to avoid an Error without substantially impairing Customer's use of the Software

2 **SUPPORT SERVICES.**

2.1 Customer will provide at least one administrative employee (the "Administrator" or "Administrators") who will handle all requests for first-level support from Customer's employees with respect to the Software. Such support is intended to be the "front line" for support and information about the Software to Customer's Users. ESO will provide training, documentation, and materials to the Administrator to enable the Administrator to provide technical support to Customer's Users. The Administrator will notify a Support Representative of any Errors that the Administrator cannot resolve and assist ESO in information gathering.

2.2 ESO will provide Support Services consisting of (a) Error Correction(s), Enhancements, Updates and Upgrades that ESO, in its discretion, makes generally available to its customers without additional charge, and (c) E-mail Support, telephone support, and Online Support. ESO may use multiple forms of communication for purposes of submitting periodic status reports to Customer.

including but not limited to, messages in the Software, messages appearing upon login to the Software or other means of broadcasting Status Update(s) to multiple customers affected by the same Error, such as a customer portal

2.3 ESO's support desk will be staffed with competent technical consultants who are trained in and thoroughly familiar with the Software and with Customer's applicable configuration. Telephone support and all communications will be delivered in intelligible English.

2.4 Normal business hours for ESO's support desk are Monday through Friday 7:00 am to 7:00 pm CT. Customer will receive a call back from a Support Representative after-hours for a Severity 1 Error

3. **ERROR PRIORITY LEVELS.** Customer will report all Errors to ESO via e-mail (support@esosolutions.com) or by telephone (866-766-9471, option #3). ESO shall exercise commercially reasonable efforts to correct any Error reported by Customer in accordance with the priority level reasonably assigned to such Error by ESO

3.1. Severity 1 Error. ESO shall (i) commence Error Correction promptly, (ii) provide an Initial Response within four hours, (iii) initiate Management Escalation promptly, and (iv) provide Customer with a Status Update within four hours if ESO cannot resolve the Error within four hours

3.2. Severity 2 Error. ESO shall (i) commence Error Correction promptly, (ii) provide an Initial Response within eight hours; (iii) initiate Management Escalation within forty-eight hours if unresolved, and (iv) provide Customer with a Status Update within forty-eight hours if ESO cannot resolve the Error within forty-eight hours

3.3 Severity 3 Error. ESO shall (i) commence Error Correction promptly, (ii) provide an Initial Response within three business days, and (iii) provide Customer with a Status Update within seven calendar days if ESO cannot resolve the Error within seven calendar days

3.4 Severity 4 Error. ESO shall (i) provide an Initial Response within seven calendar days

4. **CONSULTING SERVICES.** If ESO reasonably believes that a problem reported by Customer is not due to an Error in the Software, ESO will so notify Customer. At that time, Customer may request ESO to proceed with a root cause analysis at Customer's expense as set forth herein or in a separate SOW. If ESO agrees to perform the investigation on behalf of Customer, then ESO's then-current and standard consulting rates will apply for all work performed in connection with such analysis, plus reasonable related expenses incurred. For the avoidance of doubt, Consulting Services will include customized report writing by ESO on behalf of Customer.

5. **EXCLUSIONS.**

5.1. ESO shall have no obligation to perform Error Corrections or otherwise provide support for: (i) Customer's repairs, maintenance or modifications to the Software (if permitted), (ii) Customer's misapplication or unauthorized use of the Software, (iii) altered or damaged Software not caused by ESO, (iv) any third-party software, (v) hardware issues; (vi) Customer's breach of the Agreement, and (vii) any other causes beyond the ESO's reasonable control.

5.2. ESO shall have no liability for any changes in Customer's hardware or software systems that may be necessary to use the Software due to a Workaround or Fix.

5.3. ESO is not responsible for any Error Correction unless ESO can replicate such Error on its own software and hardware or through remote access to Customer's software and hardware.

5.4 Customer is solely responsible for its selection of hardware, and ESO shall not be responsible the performance of such hardware even if ESO makes recommendations regarding the same.

6. **MISCELLANEOUS.** The parties acknowledge that from time-to-time ESO may update its support processes specifically addressed in this Exhibit and may do so by posting such updates to ESO's website or otherwise notifying Customer of such updates. Customer will accept updates to ESO's support procedures and any other terms in this Exhibit, provided however, that they do not materially decrease the level of Support Services that Customer will receive from ESO. THESE TERMS AND CONDITIONS DO NOT CONSTITUTE A PRODUCT WARRANTY. THIS EXHIBIT IS AN ADDITIONAL PART OF THE AGREEMENT AND DOES NOT CHANGE OR SUPERSEDE ANY TERM OF THE AGREEMENT EXCEPT TO THE EXTENT UNAMBIGUOUSLY CONTRARY THERETO

EXHIBIT C
HIPAA BUSINESS ASSOCIATE ADDENDUM

Customer and ESO Solutions, Inc ("Business Associate") agree that (1) this HIPAA Business Associate Addendum is entered into for the benefit of Customer, which is a covered entity under the Privacy Standards ("Covered Entity")

Pursuant to the Agreement, Business Associate may perform functions or activities involving the use and/or disclosure of PHI on behalf of the Covered Entity, and therefore, Business Associate may function as a business associate. Business Associate, therefore, agrees to the following terms and conditions set forth in this HIPAA Business Associate Addendum ("Addendum").

1 Scope This Addendum applies to and is hereby automatically incorporated into all present and future agreements and relationships, whether written, oral or implied, between Covered Entity and Business Associate, pursuant to which PHI is created, maintained, received or transmitted by Business Associate from or on behalf of Covered Entity in any form or medium whatsoever

2 Definitions For purposes of this Addendum, the terms used herein, unless otherwise defined, shall have the same meanings as used in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), or the Health Information Technology for Economic and Clinical Health Act ("HITECH"), and any amendments or implementing regulations, (collectively "HIPAA Rules")

3 Compliance with Applicable Law. The parties acknowledge and agree that, beginning with the relevant effective date, Business Associate shall comply with its obligations under this Addendum and with all obligations of a business associate under HIPAA, HITECH, the HIPAA Rules, and other applicable laws and regulations, as they exist at the time this Addendum is executed and as they are amended, for so long as this Addendum is in place.

4 Permissible Use and Disclosure of PHI. Business Associate may use and disclose PHI as necessary to carry out its duties to a Covered Entity pursuant to the terms of the Agreement and as required by law Business Associate may also use and disclose PHI (i) for its own proper management and administration, and (ii) to carry out its legal responsibilities. If Business Associate discloses Protected Health Information to a third party for either above reason, prior to making any such disclosure, Business Associate must obtain (i) reasonable assurances from the receiving party that such PHI will be held confidential and be disclosed only as required by law or for the purposes for which it was disclosed to such receiving party, and (ii) an agreement from such receiving party to immediately notify Business Associate of any known breaches of the confidentiality of the PHI.

5. Limitations on Use and Disclosure of PHI. Business Associate shall not, and shall ensure that its directors, officers, employees, subcontractors, and agents do not, use or disclose PHI in any manner that is not permitted by the Agreement or that would violate Subpart E of 45 C.F.R. 164 ("Privacy Rule") if done by a Covered Entity. All uses and disclosures of, and requests by, Business Associate for PHI are subject to the minimum necessary rule of the Privacy Rule

6. Required Safeguards to Protect PHI. Business Associate shall use appropriate safeguards, and comply with Subpart C of 45 C.F.R Part 164 ("Security Rule") with respect to electronic PHI, to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this Addendum.

7. Reporting to Covered Entity. Business Associate shall report to the affected Covered Entity without unreasonable delay. (a) any use or disclosure of PHI not provided for by the Agreement of which it becomes aware; (b) any breach of unsecured PHI in accordance with 45 C F R Subpart D of 45 C F R 164 ("Breach Notification Rule"); and (c) any security incident of which it becomes aware With regard to Security Incidents caused by or occurring to Business Associate, Business Associate shall cooperate with the Covered Entity's investigation, analysis, notification and mitigation activities, and except for Security Incidents caused by Covered Entity, shall be responsible for reasonable costs incurred by the Covered Entity for those activities. Notwithstanding the foregoing, Covered Entity acknowledges and shall be deemed to have received advanced notice from Business Associate that there are routine occurrences of: (i) unsuccessful attempts to penetrate computer networks or services maintained by Business Associate; and (ii) immaterial incidents such as "pinging" or "denial of services" attacks

8 Mitigation of Harmful Effects Business Associate agrees to mitigate, to the extent practicable, any harmful effect of a use or disclosure of PHI by Business Associate in violation of the requirements of the Agreement, including, but not limited to, compliance with any state law or contractual data breach requirements

9. Agreements by Third Parties. Business Associate shall enter into an agreement with any subcontractor of Business Associate that creates, receives, maintains or transmits PHI on behalf of Business Associate Pursuant to such agreement, the subcontractor shall agree to be bound by the same or greater restrictions, conditions, and requirements that apply to Business Associate under this Addendum with respect to such PHI.

10. Access to PHI. Within five (5) business days of a request by a Covered Entity for access to PHI about an individual contained in a Designated Record Set, Business Associate shall make available to the Covered Entity such PHI for so long as such information is maintained by Business Associate in the Designated Record Set, as required by 45 C.F R 164 524. In the event any individual delivers directly to Business Associate a request for access to PHI, Business Associate shall within five (5) business days forward such request to the Covered Entity

11. Amendment of PHI Within five (5) business days of receipt of a request from a Covered Entity for the amendment of an individual's PHI or a record regarding an individual contained in a Designated Record Set (for so long as the PHI is maintained in the Designated Record Set),

Business Associate shall provide such information to the Covered Entity for amendment and incorporate any such amendments in the PHI as required by 45 C.F.R. 164.526. In the event any individual delivers directly to Business Associate a request for amendment to PHI, Business Associate shall within five (5) business days forward such request to the Covered Entity.

12. Documentation of Disclosures. Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for a Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. 164.528 and HITECH.

13. Accounting of Disclosures. Within five (5) business days of notice by a Covered Entity to Business Associate that it has received a request for an accounting of disclosures of PHI, Business Associate shall make available to a Covered Entity information to permit the Covered Entity to respond to the request for an accounting of disclosures of PHI, as required by 45 C.F.R. 164.528 and HITECH.

14. Other Obligations. To the extent that Business Associate is to carry out one or more of a Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with such requirements that apply to the Covered Entity in the performance of such obligations.

15. Judicial and Administrative Proceedings. In the event Business Associate receives a subpoena, court or administrative order or other discovery request or mandate for release of PHI, the affected Covered Entity shall have the right to control Business Associate's response to such request, provided that, such control does not have an adverse impact on Business Associate's compliance with existing laws. Business Associate shall notify the Covered Entity of the request as soon as reasonably practicable, but in any event within seven (7) business days of receipt of such request.

16. Availability of Books and Records. Business Associate hereby agrees to make its internal practices, books, and records available to the Secretary of the Department of Health and Human Services for purposes of determining compliance with the HIPAA Rules.

17. Breach of Contract by Business Associate. In addition to any other rights a party may have in the Agreement, this Addendum or by operation of law or in equity, either party may: i) immediately terminate the Agreement if the other party has violated a material term of this Addendum, or ii) at the non-breaching party's option, permit the breaching party to cure or end any such violation within the time specified by the non-breaching party. The non-breaching party's option to have cured a breach of this Addendum shall not be construed as a waiver of any other rights the non-breaching party has in the Agreement, this Addendum or by operation of law or in equity.

18. Effect of Termination of Agreement. Upon the termination of the Agreement or this Addendum for any reason, Business Associate shall return to a Covered Entity or, at the Covered Entity's direction, destroy all PHI received from the Covered Entity that Business Associate maintains in any form, recorded on any medium, or stored in any storage system. This provision shall apply to PHI that is in the possession of Business Associate, subcontractors, and agents of Business Associate. Business Associate shall retain no copies of the PHI. Business Associate shall remain bound by the provisions of this Addendum, even after termination of the Agreement or Addendum, until such time as all PHI has been returned or otherwise destroyed as provided in this Section. For the avoidance of doubt, de-identified Customer Data shall not be subject to this provision.

19. Injunctive Relief. Business Associate stipulates that its unauthorized use or disclosure of PHI while performing services pursuant to this Addendum would cause irreparable harm to a Covered Entity, and in such event, the Covered Entity shall be entitled to institute proceedings in any court of competent jurisdiction to obtain damages and injunctive relief.

20. Owner of PHI. Under no circumstances shall Business Associate be deemed in any respect to be the owner of any PHI created or received by Business Associate on behalf of a Covered Entity.

21. Data Usage Provision. Business Associate may aggregate and de-identify PHI and/or create limited data sets for use in research, evaluation and for publication or presentation of patient care quality improvement practices and outcomes. The Parties understand and agree that such aggregated and de-identified data is no longer PHI subject to the provisions of HIPAA and agree that Business Associate may retain such limited data sets indefinitely thereafter. Business Associate agrees that it will comply with all terms of this Agreement with respect to the limited data sets and that it shall not re-identify or attempt to re-identify the information contained in the limited data set, nor contact any of the individuals whose information is contained in the limited data set.

22. Safeguards and Appropriate Use of Protected Health Information. Covered Entity is responsible for implementing appropriate privacy and security safeguards to protect its PHI in compliance with HIPAA. Without limitation, it is Covered Entity's obligation to:

    22.1 Not include PHI in information Covered Entity submits to technical support personnel through a technical support request or to community support forums. In addition, Business Associate does not act as, or have the obligations of a Business Associate under the HIPAA Rules with respect to Customer Data once it is sent to or from Covered Entity outside ESO's Software over the public Internet; and

    22.2 Implement privacy and security safeguards in the systems, applications, and software Covered Entity controls, configures and connects to ESO's Software.

23. Third Party Rights. The terms of this Addendum do not grant any rights to any parties other than Business Associate and the Covered Entity.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date

ESO Solutions, Inc.

Jennifer Mabe
[Signature]

Jennifer Mabe
[Printed Name]

CFO
[Title]

Witnessed: Janessa Ramon
Janessa Ramon
Contracts Administrator

Notarized by: Scott Kelly
on: 5/24/2018

Customer

Charles F. Dodge
[Signature]

Charles F. Dodge
[Printed Name]

CITY MANAGER
[Title]

APPROVED AS TO LEGAL FORM
OFFICE OF THE CITY ATTORNEY
DATED: 8/30/18

SCOTT KELLY
Notary Public, State of Texas
Comm. Expires 03-01-2021
Notary ID 131026283

EXHIBIT D
Pricing Memorandum

ESO offers subscriptions to its Software on a tier-based system derived from Customer electronic patient care record volume per year. Annual record volume may be estimated by averaging no less than six (6) consecutive months of Customer record volume from the current Term and multiplying the result by twelve. Should the annual record volume estimation described above result in Customer rising into a new pricing tier, ESO shall inform Customer of the impending change in pricing at least sixty (60) days prior to the issuance of the upcoming annual invoice.

As of the effective date of this Agreement, Customer and ESO agree that Customer annual electronic patient care record volume per year has been estimated to fall between 15,000 – 20,000 records per year. Should Customer annual record volume be estimated to rise to 20,001 – 29,999 records per year, the following pricing shall apply prior to the issuance of the next annual invoice:

Product Name	Product Description	Quantity	Total Price/ Discounts
EHR Suite w/ QM & Mobile	Includes Quality Management, Ad Hoc Reports, Analytics, Patient Tracker. Allows for unlimited users, unlimited mobile applications, live support, state and federal data reporting, ongoing weekly web training, software updates and upgrades. Fee Type: Recurring	29999 /Calls	$34,190.00
CAD Integration	Allows for integration of CAD data into EHR mobile and web application. Ongoing maintenance included. Additional fees from your CAD vendor may apply. Fee Type: Recurring	29999 /Incidents	$3,995.00
Cardiac Monitor	Unlimited cardiac monitors, allows for import of cardiac monitor data via local or cloud integration. Ongoing maintenance included. Fee Type: Recurring	29999 /Incidents	$1,995.00
EHR Billing Standard Interface	Allows for integration of discrete ePCR data into third-party billing software. Ongoing maintenance included. Fee Type: Recurring	29999 /Incidents	$ 995.00
Interface - ESO EHR FIREHOUSE	Annual recurring cost. Allows for basic NFIRS data to be transmitted from ESO EHR to client's FIREHOUSE software for completion of NFIRS records. Fee Type: Recurring	29999 /Incidents	$ 295.00
Interface - ESO EHR FIREHOUSE Discount	FIREHOUSE ESO Integration Fee Type: Recurring		(-$ 995.00)

List Price:	$42,070.00
Discounts:	(-$995.00)
Tax:	$0.00
Total:	$41,075.00

Notwithstanding the foregoing, ESO reserves the right to increase the fees described in this exhibit by no more than three percent (3%) per year for each year the Agreement is in effect. Furthermore, ESO is under no obligation to provide this pricing should the Agreement be terminated.

Attachment _____

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

I, Chris Dillie, on behalf of Eso Solutions,
Print Name and Title — Company Name

certify that Eso Solutions does not:
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and

2) Contracting with companies, for goods or services over $1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

ESO Solutions
COMPANY NAME

SIGNATURE

Chris Dillie
PRINT NAME

CEO President
TITLE

Must be executed and returned with attached proposal to be considered.

T3-BJD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/3/2018

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		
Commercial Lines - (305) 443-4886 USI Insurance Services National, Inc. 2601 South Bayshore Drive, Suite 1600 Coconut Grove, FL 33133	CONTACT NAME: Risk Management Department PHONE (A/C, No, Ext): (866) 443-8489 FAX (A/C, No): (800) 889-0021 E-MAIL ADDRESS: Work.Comp@Trinet.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Indemnity Insurance Company of North America	43575
INSURED TriNet HR III, Inc. RE: Eso Solutions Inc 9000 Town Center Parkway Bradenton, FL 34202	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 13337016 **REVISION NUMBER:** See below

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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WLR_C65440738	7/1/2018	7/1/2019	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000

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

Workers' Compensation coverage is limited to worksite employees of Eso Solutions Inc through a co-employment agreement with TriNet HR III, Inc.

CERTIFICATE HOLDER

City of Pembroke Pines
601 City Center Way
Pembroke Pines, FL 33025

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

Jeanne Brandon

The ACORD name and logo are registered marks of ACORD © 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

(This certificate replaces certificate# 13178089 issued on 6/19/2018)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/23/2018

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
CLS Risk Management, LLC
3600 N Capital of Texas Hwy, Bldg B, Suite 200
Austin TX 78746

CONTACT NAME: Risk Management
PHONE (A/C, No, Ext): 512-306-9300 FAX (A/C, No):
E-MAIL ADDRESS: riskmanagement@clspartners.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Indemnity Company	25658
INSURER B : Travelers Indemnity Company of America	25666
INSURER C : Travelers Indemnity Co. of Connecticut	25682
INSURER D : Travelers Property Casualty Company of America	25674
INSURER E :	
INSURER F :	

INSURED ESOSOLUTIO
ESO Solutions, Inc.
11500 Alterra Parkway
Suite 150
Austin TX 78758

COVERAGES **CERTIFICATE NUMBER:** 67475624 **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	Y	Y	ZLP51M99677	5/1/2018	5/1/2019	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY	Y	Y	BA9K666898	5/1/2018	5/1/2019	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	UMBRELLA LIAB X OCCUR			CUP6K297954	5/1/2018	5/1/2019	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
D	Tech E&O/Cyber			ZPL61M9745A	5/1/2018	5/1/2019	Each Claim Aggregate	$6,000,000 $6,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The general liability policy include a blanket additional insured endorsement that provides Additional Insured status to City of Pembroke Pines when required by written contract.

CERTIFICATE HOLDER

City of Pembroke Pines
601 City Center Way
Pembroke Pines FL 33025

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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The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/23/2018

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
CLS Risk Management, LLC
3600 N Capital of Texas Hwy, Bldg B, Suite 200
Austin TX 78746

CONTACT NAME: Risk Management
PHONE (A/C, No, Ext): 512-306-9300 FAX (A/C, No):
E-MAIL ADDRESS: riskmanagement@clspartners.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Indemnity Company	25658
INSURER B : Travelers Indemnity Company of America	25666
INSURER C : Travelers Indemnity Co. of Connecticut	25682
INSURER D : Travelers Property Casualty Company of America	25674
INSURER E :	
INSURER F :	

INSURED
ESO Solutions, Inc.
11500 Alterra Parkway
Suite 150
Austin TX 78758

ESOSOLUTIO

COVERAGES **CERTIFICATE NUMBER:** 67475624 **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	Y	Y	ZLP51M99677	5/1/2018	5/1/2019	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY	Y	Y	BA9K666898	5/1/2018	5/1/2019	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	UMBRELLA LIAB X OCCUR			CUP6K297954	5/1/2018	5/1/2019	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? Y / N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
D	Tech E&O/Cyber			ZPL61M9745A	5/1/2018	5/1/2019	Each Claim Aggregate	$6,000,000 $6,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The general liability policy include a blanket additional insured endorsement that provides Additional Insured status to City of Pembroke Pines when required by written contract.

CERTIFICATE HOLDER

City of Pembroke Pines
601 City Center Way
Pembroke Pines FL 33025

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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Harrel, Tyler

From: Rotstein, Daniel
Sent: Monday, August 06, 2018 11:12 AM
To: Harrel, Tyler
Cc: Deleon, Lilian
Subject: FW: Certificate of Insurance - ESO Solutions, Inc.
Attachments: ESO Solutions - Certificate of Insurance (Needs Risk Review).pdf; Eso Solutions, Inc. - First Amendment to Fire Department SAAS Software (NOT FULLY EXECUTED).pdf

Approved

From: Harrel, Tyler
Sent: Monday, August 06, 2018 7:22 AM
To: Rotstein, Daniel <drotstein@ppines.com>
Subject: Certificate of Insurance - ESO Solutions, Inc.

Good Morning Dan,

When you have a chance, please review the attached Insurance for approval. The First Amendment tab honors the name change to ESO and the Original Agreement Tab will show the Insurance requirements.

Thank you

Tyler Harrel
City of Pembroke Pines
Finance Department, City Hall
601 City Center Way, Pembroke Pines, FL 33025
(P): 954-392-9436

City of Pembroke Pines, FL

601 City Center Way
Pembroke Pines, FL
33025
www.ppines.com

Agenda Request Form

Agenda Number:

File ID:	18-0914	**Type:**	Agreements/Contracts	**Status:**	Passed
Version:	1	**Agenda Section:**		**In Control:**	City Commission
				File Created:	08/14/2018
Short Title:	Contract Database Report			**Final Action:**	08/22/2018

Title: MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS FOR THE FOLLOWING ITEM LISTED ON THE CONTRACT DATABASE REPORT:

(A) PCMG, INC., F/K/A TIGER DIRECT, INC. - MICROSOFT LICENSING AND ASSURANCE FOR CITY CHARTER SCHOOLS
(B) THE MIRAMAR - PEMBROKE PINES REGIONAL CHAMBER OF COMMERCE - TRUSTEE PARTNERSHIP AGREEMENT
(C) ICON ENTERPRISES., D/B/A CIVICPLUS - ELECTRONIC COMMUNICATION WEBSITE DESIGN AND CONTENT MANAGEMENT SYSTEM
(D) ESO SOLUTIONS, INC. F/K/A CONDUENT GOVERNMENT SYSTEMS, LLC - FIRE DEPARTMENT RECORDS MANAGEMENT SYSTEM

***Agenda Date:** 08/22/2018

Agenda Number:

Internal Notes:

Attachments: 1. PCMG, Inc. fka TigerDirect, Inc. - Master Agreement (ALL BACKUP), 2. Icon Enterprises, Inc. dba Civic Plus - City & Recreation Website (ALL BACKUP), 3. The Miramar-Pembroke Pines Regional Chamber of Commerce - Amendment to the Partnership Agreement with Miramar (ALL BACKUP), 4. Eso Solutions, Inc. - First Amendment to Fire Department SAAS Software (NOT FULLY EXECUTED), 5. Contract Database Report

1	City Commission	08/22/2018	approve	Pass

Action Text: A motion was made to approve on the Consent Agenda

Aye: - 5 Mayor Ortis, Commissioner Castillo, Commissioner Schwartz, Commissioner Siple, and Vice Mayor Good Jr.

Nay: - 0

1	City Commission	08/22/2018	defer	Pass

Action Text: Commissioner Schwartz pulled Section (B) from Consent Item #25 for discussion.A motion was made by Vice Mayor Good, Jr., seconded by Commissioner Schwartz, to defer the item to the next meeting. The motion carried by the following vote:

Notes: Commissioner Schwartz pulled Section (B) from Consent Item #25 for

discussion.

Commissioner Schwartz read item into the records
CM addressed his question.
Schwartz wants to be sure paperwork is signed before end of the current terms.
VM spoke on the matter. concerned about recent activities of Chamber leadership is taking public political positions. city is a top-tier sponsor. concerned that political positions LIKE TO PROPOSED AMENDMENT ADDITION TO CONSIDER FURTHER AMENDING THIS ITEM, DEFERRING THIS ITEM THAT OUR PARTICIPATION IS CONTINGENT ON MIRAMAR NOT TAKING POLITICAL POSITIONS

Henry Rose Chair of Board of Directors of Chamber of Commerce addressed the Commission. government affairs committee, legislative action and not anything to do with chamber of commerce PAC is using Chamber name. Trusteeship agreement.

VM does not agree with legislative committee

CA addressed the question of conditionalize the relationship with the chamber.

Commissioner Schwartz spoke. in trustee agreement the chamber would receive focal point breakfast 501(c) 4 Political. There may be a cost if political agency rented space. rather than 501 (c) 3. Asked VM Wants a disclaimer in the Trustreeship agreement.

VM wants to see this as amendment to ax.

Mike Stamm Planning director addressed the commission. he is on the board and abstains for any board vote of the chamber.

CA spoke on the item. entity must comply with law, lose designation and tax status.

regional chamber of commerce politial action committee.

Commissioner Castillo spoke on the item. 3rd of income from businesses and represented by chamber. would not want to remove city from trusteeship.

Commissioner Siple spoke, addressed question to CA.

CA trustree agreement would be to chamber itself 501(c) 6, not subgroups associated with chamber.

Schwartz -
CA has to be separate rental agreement if c4 versus c6

Mayor spoke on the matter. supporters are unhappy about chair.
VM spoke. not advocating that city leaves. spoke on new PAC.
CA CONDITIONALIZE PAYMENT
Castillo - amendment compliance with IRS tax law. does this add legal value to agreement. is city protected.
CA
Henry Rose asked if political or advocacy . He will recommend to the board..
Siple attended the meeting - was uncomfortable. we are here tonight to take action on the trustee partnership agreement. asked CA if there is an option to break up the meeting to discuss different topics.

VM spoke - could it be a violation of the law if for example the chamber decides to support, endorsements - could become an IRS issue.

WOULD LIKE THE ATTORNEY TO DEFER TO GIVE ATTORNEY A CHANCE TO REVIEW THE MATTER.

Gerard Mayer addressed the commission

Aye: - 5 Mayor Ortis, Commissioner Castillo, Commissioner Schwartz, Commissioner Siple, and Vice Mayor Good Jr.
Nay: - 0

1	City Commission	08/22/2018	approve	Pass

Action Text: A motion was made by Commissioner Schwartz, seconded by Commissioner Castillo, to approve. The motion carried by the following vote:

Notes:

Aye: - 5 Mayor Ortis, Commissioner Castillo, Commissioner Schwartz, Commissioner Siple, and Vice Mayor Good Jr.
Nay: - 0

MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS FOR THE FOLLOWING ITEM LISTED ON THE CONTRACT DATABASE REPORT:

(A) PCMG, INC., F/K/A TIGER DIRECT, INC. - MICROSOFT LICENSING AND ASSURANCE FOR CITY CHARTER SCHOOLS
(B) THE MIRAMAR - PEMBROKE PINES REGIONAL CHAMBER OF COMMERCE - TRUSTEE PARTNERSHIP AGREEMENT
(C) ICON ENTERPRISES., D/B/A CIVICPLUS - ELECTRONIC COMMUNICATION WEBSITE DESIGN AND CONTENT MANAGEMENT SYSTEM
(D) ESO SOLUTIONS, INC. F/K/A CONDUENT GOVERNMENT SYSTEMS, LLC - FIRE DEPARTMENT RECORDS MANAGEMENT SYSTEM

SUMMARY EXPLANATION AND BACKGROUND:

1. Pursuant to Section 35.29(F) "City Commission notification" of the City's Code of Ordinances, "The City Manager, or his or her designee, shall notify the Commission, in writing, at least three months in advance of the expiration, renewal, automatic renewal or extension date, and shall provide a copy of the contract or agreement and a vendor performance report card for the contract or agreement to the City Commission."

2. On May 17, 2017, Commission approved the motion to place all contracts from the Contract Database Reports on consent agendas as they come up for contractual term renewal so that City Commission affirms directions to administration whether to renew or to go out to bid.

3. The Agreements shown below are listed on the August 2018 Contract Database Report.

(A) PCMG, Inc. f/k/a Tiger Direct, Inc. - Microsoft Licensing and Assurance for City Charter Schools

1. On November 12, 2015, the City Commission approved to enter into a Licensing & Assurance Agreement with Tiger Direct, Inc. for a three (3) year period commencing November 1, 2015, and expiring October 31, 2018.
2. This Microsoft Licensing and Assurance Agreement is utilized throughout the City's Charter School System.
3. Pursuant to Section 10A of the Original Agreement, it allows for a one-time option to extend the agreement and place additional orders under it for one additional term of 36 full calendar months.
4. On February 1, 2017, the City Commission approved to enter into the First Amendment to the Original Agreement that allowed a change of name from Tiger Direct, Inc. to PCMG, Inc.
5. The IT Department does not recommend that the City renew the agreement; therefore, the IT Department will start the procurement process for these services.

(B) The Miramar - Pembroke Pines Regional Chamber of Commerce - Trustee Partnership Agreement

1. The City of Pembroke Pines has the option to renew the Partnership Agreement with The

Miramar - Pembroke Pines Regional Chamber of Commerce which currently expires on November 30, 2018.

2. The Partnership Agreement allows a relationship between the City and the Chamber to increase the level of member benefits offered by the Chamber and facilitate the growth of the Chamber for the benefit of the residents and businesses in the regional community.

3. Pursuant to Section 3.1 of the Amendment, this agreement may be renewed on an annual basis upon mutual written consent of the Parties.

4. To date, the agreement has had one (1) amendment, which included a one (1) year renewal that extended the term of the agreement to November 30, 2018.

5. The Administration of City of Pembroke Pines has recommended to renew the agreement for an additional one (1) year term, commencing December 1, 2018, and expiring November 30, 2019.

(C) Icon Enterprises, Inc., d/b/a CivicPlus - Electronic Communication Website Design and Content Management System

1. On January 15, 2013, the City Commission approved to enter into a Service & Licensing agreement with Icon Enterprises, Inc., d/b/a CivicPlus for a one (1) year period commencing January 28, 2013, and expiring January 27, 2014.

2. This Service & Licensing Agreement provides the Technology Services Group with a website and Content Management System including all software and related services for the setup, customization, installation and implementation of the system.

3. Pursuant to Section 14 of the Original Agreement, it allows for additional annual renewals upon payment of yearly invoice.

4. On August 3, 2016, the City Commission approved an Amendment for additional services related to the City's Website.

5. On September 6, 2017, the City Commission approved an Amendment to add Recreational Management Software as an additional service under the existing agreement for a two year period.

6. The IT Department recommends that the City renew this agreement for an additional one (1) year term, commencing on September 21, 2018 and expiring September 20, 2019, as allowed by the agreement.

(D) ESO Solutions, Inc. f/k/a Conduent Government Systems, LLC - Fire Department Records Management System

1. On February 1, 2017, the City Commission approved to enter into a Records Management System Agreement with Conduent Government Systems, LLC. (d/b/a Firehouse Software) for an initial one (1) year period commencing August 22, 2017, and expiring August 21, 2018.

2. On September 29, 2017, ESO Solutions, Inc. purchased all or substantially all of the assets comprising the Firehouse Software suite, including its customer's contracts, from Conduent Government Systems, LLC.

3. ESO Solutions, Inc. f/k/a Conduent Government Systems, LLC. provides a Records Management System to various Fire Departments throughout the City.

4. Pursuant to Section 3.2 of the Original Agreement, this agreement may be renewed for five (5) additional one (1) year terms upon mutual consent, evidenced by a written Amendment.

5. The Fire Department would like to amend the Original Agreement for an additional one (1) year renewal and also include an additional module (SAAS Software) for the Records Management System.

6. SAAS Software has the following three (3) separate applications for its customers:

ESO Electronic Health Record ("EHR") - A SAAS Software Application for prehospital patient documentation.

ESO Personnel Management ("PM") - A SAAS Software Application for tracking personal records, training courses and education history.

ESO Fire - A SAAS Software Application for National Fire Incident Reporting System (NFIRS).

7. The Fire Department would like to add the ESO Electronic Health Record (EHR) Module for the prehospital patient documentation with a first term price of $24,235.50 and an annual renewal pricing of $30,375.

8. The Annual Subscription for EHR includes Quality Management, Ad Hoc Reports, Analytics, Patient Tracker, unlimited users, unlimited mobile applications, live support, State and federal data reporting, ongoing weekly web training, and software updates.

9. The Fire Department recommends that the City renew this agreement for an additional one (1) year term, commencing August 22, 2018 and expiring August 21, 2019, and to also include the additional ESO EHR Module.

FINANCIAL IMPACT DETAIL:

Please see the attached Contract Database Report for the amount of revenues and/or expenditures for each specific agreement.

AGREEMENT

THIS IS AN AGREEMENT FOR A RECORDS MANAGEMENT SYSTEM ("Agreement"), dated the 22nd day of August, 2017, by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation organized and operating pursuant to the laws of the State of Florida with a business address of **601 City Center Way, Pembroke Pines, Florida 33025** hereinafter referred to as "CITY",

and

CONDUENT GOVERNMENT SYSTEMS, LLC (d/b/a FIREHOUSE Software), a company authorized to do business in the State of Florida, with a business address of **2900 University Ave. Suite 360, Urbandale, Iowa 50322**, hereinafter referred to as "CONTRACTOR".

RECITALS

WHEREAS, the CITY utilizes a Records Management System for its Fire Department that manages records pertaining to personnel, inventory management and tracking, activity logs, and site information; and

WHEREAS, the CITY desires to obtain a Records Management System that is more efficient in managing its records and retrieving information for its Fire Department; and

WHEREAS, in accordance with the CITY's Procurement Code, on July 12, 2016, the CITY advertised its notice to bidders in its Request for Proposals (hereinafter "RFP #TS-16-03") of the CITY's desire to hire a firm to provide a Records Management System as more particularly described in the Request for Proposal incorporated herein and attached hereto as **Exhibit "A",** for the said bid entitled:

RFP # TS-16-03
Fire Department Records Management System

WHERERAS, on or about August 23, 2016, CONTRACTOR submitted its proposal to the CITY, incorporated herein by reference and attached hereto as **Exhibit "B"**; and

WHEREAS, on January 17, 2017, the CITY's Evaluation Committee met and evaluated the vendors based upon the information and references contained in the responsive proposals submitted and agreed to recommend CONTRACTOR for award of the contract to the City Commission; and

WHEREAS, the City Commission approved the recommendation of the Evaluation Committee and approved this Agreement; and

WHEREAS, the CITY desires to retain the services of CONTRACTOR to provide a Records Management System; and

NOW THEREFORE, in consideration of the mutual promises detailed herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I
PREAMBLE

1.1 Each whereas clause set forth above is true and correct and herein incorporated by this reference.

1.2 Each Exhibit referenced herein are hereby expressly incorporated into this Agreement and made a specific part hereof, whether or not physically attached hereto.

1.3 In the event of a conflict between this Agreement, the Request for Proposal, and the CONTRACTOR's bid proposal, the Request for Proposal shall prevail and control, then this Agreement, and then the CONTRACTOR's bid proposal.

ARTICLE II
SERVICES AND RESPONSIBILITIES

2.1 CONTRACTOR hereby agrees to perform the services to provide the CITY's Fire Department with a **Records Management System**, as set forth in the Request for Proposals, **Exhibit "A"** and the CONTRACTOR'S bid proposal as set forth in **Exhibit "B".**

2.2 CONTRACTOR shall perform the maintenance services as identified in CONTRACTOR'S Software License Agreement and Support Maintenance Agreement incorporated herein and attached hereto as **Exhibit "C" and Exhibit "D".** In the event of a conflict between this Agreement, the Request for Proposal, the CONTRACTOR's bid proposal, and CONTRACTOR'S Software License Agreement and Support Maintenance Agreement, the Request for Proposal shall prevail and control, then this Agreement, and then the Software License Agreement and Support Maintenance Agreement, and then CONTRACTOR's bid proposal.

2.3 CONTRACTOR shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement and all work performed under this Agreement shall be done in a professional manner. CONTRACTOR shall provide a team of qualified individuals to provide the services stated herein. CONTRACTOR shall perform all maintenance services associated with the Project

2.4 CONTRACTOR shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. CONTRACTOR shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. CONTRACTOR shall at all times have a competent field supervisor on the job site to enforce these policies and procedures at the CONTRACTOR'S expense.

2.5 CONTRACTOR shall schedule regular meetings with the CITY representatives at least once a month to discuss the progress of the work and maintenance of the **Fire Department Records Management System.**

2.6 CONTRACTOR hereby grants to CITY a personal, nonexclusive, and nontransferable license and right, for the duration of this Agreement, to use any software accessed or obtained by CITY hereunder in accordance with this Agreement.

2.7 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

2.8 CONTRACTOR hereby represents to CITY that CONTRACTOR is properly licensed by the applicable federal, state, and local agencies to provide the services under this Agreement. Furthermore, CONTRACTOR agrees to maintain such licenses during the term of this Agreement. If CONTRACTOR's license is revoked, suspended, or terminated for any reason by any governmental agency, CONTRACTOR shall notify the CITY immediately.

2.9 CONTRACTOR shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to CONTRACTOR, its employees, agents or subcontractors, if any, with respect to the work and services described herein. A violation of any federal, state, or local law or regulation may be cause for breach, allowing the CITY to terminate this Agreement.

2.9.1 CITY agrees to assist and cooperate with CONTRACTOR in the performance of its services under this Agreement by providing CONTRACTOR with all necessary information it may require.

2.10 CONTRACTOR shall not utilize the services of any sub-CONTRACTOR without the prior written approval of CITY.

ARTICLE III
TERM AND TERMINATION

3.1 The initial term of this Agreement shall be for one (1) year commencing on the ___ day of _____, 2017 and ending on the ____ day of _____, 2018.

3.2 This Agreement may be renewed for five (5) additional one (1) year terms upon mutual consent, evidenced by a written Amendment to this Agreement extending the term thereof.

3.3 *Termination for Convenience:* After Go-Live, this Agreement may be terminated by CITY for convenience, upon thirty (30) business days of written notice by the terminating party

to the other party for such termination in which event CONTRACTOR shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that CONTRACTOR abandons this Agreement or causes it to be terminated, CONTRACTOR shall indemnify CITY against loss pertaining to this termination.

3.4 *Default by CONTRACTOR*: In addition to all other remedies available to CITY, this Agreement shall be subject to cancellation by CITY for cause, should CONTRACTOR neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by CONTRACTOR of written notice of such neglect or failure.

3.5 *Effect of Termination:* Upon termination of this Agreement, neither party shall have any further obligation hereunder except for (i) obligations accruing prior to the date of termination, and (ii) obligations or covenants contained herein that are intended to extend beyond the term of this Agreement, including, without limitation, covenants relating to confidentiality and indemnification. Additionally, if this Agreement is terminated for any reason, CITY shall pay to CONTRACTOR accrued but unpaid compensation through the date of termination in accordance with Article 2 of this Agreement. Such payment shall be in full and complete discharge of any and all liabilities or obligations of CITY to CONTRACTOR under this Agreement, and CONTRACTOR shall be entitled to no further benefits under this Agreement. Any amounts owed to CITY from CONTRACTOR may be offset from this payment.

ARTICLE IV
COMPENSATION AND METHOD OF PAYMENT

4.1 The CITY hereby agrees to compensate CONTRACTOR the amount of **$113,340.00** as reflected in Firehouse Software Estimate 73239 incorporated herein and attached hereto as **Exhibit "E"** for all services performed by CONTRACTOR pursuant to the provisions of this Agreement, to be made in **two (2) equal payments of $56,670.00**. The first payment shall be made after the delivery of milestone software\project management system. The second payment shall be made after the milestone software support system is accepted by the CITY. In the event the CITY does not provide written acceptance or rejection (with a list of deficiencies) within sixty (60) days of notification by Contractor that a delivery or system is ready for CITY review, then the delivery or system will be deemed accepted without further action by either party. The Contract amount of $113,340.00 for the first year includes a yearly maintenance fee in the amount of $16,390.00 as reflected in Firehouse Software Estimate 73241 incorporated herein and attached hereto as **Exhibit "F"**. Thereafter, if CITY renews this Agreement, it shall be responsible for payment of the yearly maintenance fee. CONTRACTOR may not increase the yearly maintenance fee without providing CITY with prior written notice and obtaining CITY's written consent.

4.2 CITY shall pay CONTRACTOR within thirty (30) days of receipt of a proper invoice for each payment that includes the total shown to be due on such invoice.

4.3 All payments shall be governed by the Florida Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

4.4 Payment shall be made to CONTRACTOR at:

Conduent Government Systems, LLC
(d/b/a FIREHOUSE Software)
2900 University Ave. Suite 360
Urbandale, Iowa 50322

ARTICLE V
CHANGES IN SCOPE OF WORK

5.1 CITY or CONTRACTOR may request changes that would increase, decrease, or otherwise modify the Scope of Services, as described in **Exhibit "A,"** to be provided under this Agreement as described in Article 2 of this Agreement. These changes will affect the monthly compensation accordingly. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY, and must be contained in a written amendment, executed by the parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

5.2 In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE VI
INDEMNIFICATION

6.1 CONTRACTOR shall indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants, assigns and employees, from and against any and all claims, suits, demands, proceedings, or causes of action whatsoever, and the resulting losses, costs, expenses, reasonable attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the CITY or any third party arising out of, by reason of, or relating to or resulting from the performance of this Agreement by the CONTRACTOR or its employees, agents, servants, partners principals or subcontractors.

6.2 CONTRACTOR shall indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants, assigns and employees, from and against any and all claims, suits, demands, proceedings, or causes of action whatsoever, and the resulting losses, costs, expenses, reasonable attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the CITY or any third party resulting from the CONTRACTOR's acts, errors, or omissions or the failure of the CONTRACTOR to take out and maintain insurance as required under this Agreement.

6.4 CONTRACTOR shall indemnify CITY for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement of any patent, trademark, copyright, trade secret or other proprietary right due to services furnished pursuant to this Agreement. CONTRACTOR will settle any judgment to the extent that it is based on a claim that products or services furnished to CITY by CONTRACTOR

pursuant to this Agreement, or if any portion of the services or goods furnished in the performance of the service becomes unusable as a result of any such infringement or claim.

6.5 Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

6.6 CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding.

6.7 Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or §768.28, Florida Statutes, as may be amended from time to time.

ARTICLE VII
INSURANCE

7.1 CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONTRACTOR allow any subcontractor to commence work on his subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

7.2 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the City's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

7.3 CONTRACTOR shall provide the CITY thirty (30) days notice of cancellation, material change or non-renewal of polices.

7.4 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONTRACTOR shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

7.5 **REQUIRED INSURANCE.** Contractor shall obtain and maintain the following Insurance:

7.5.1 **COMMERCIAL GENERAL LIABILITY INSURANCE** including, but not limited to: coverage for premises and operations, personal & advertising injury, products & completed operations, Liability assumed under an Insured Contract (including tort liability of another assumed in a business contract), and independent contractors. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - $1,000,000
2. Fire Damage Limit (Damage to rented premises) - $100,000
3. Personal & Advertising Injury Limit - $1,000,000
4. General Aggregate Limit - $2,000,000
5. Products & Completed Operations Aggregate Limit - $2,000,000 (mostly for construction or equipment sold to the CITY)

Products & Completed Operations Coverage shall be maintained for two (2) years after the final payment under this contract.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. City's additional insured status shall extend to any coverage beyond the minimum requirements for limits of liability found herein.

7.5.2 **WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE** covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONTRACTOR shall require the subcontractors similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Coverage for the CONTRACTOR and his subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation:	Coverage A –	Statutory
2. Employers Liability:	Coverage B	$500,000 Each Accident
		$500,000 Disease – Policy Limit
		$500,000 Disease – Each Employee

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption along with a written request for CITY to exempt CONTRACTOR, written on CONTRACTOR letterhead.

Coverage shall be included for injuries or claims under the USL&H or Jones Act, when applicable.

7.5.3 **AUTO LIABILITY INSURANCE** covering all owned, leased, hired, non-owned and employee non-owned vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)
   Combined Single Limit (Each Accident) - $1,000,000
2. Hired Autos (Symbol 8)
   Combined Single Limit (Each Accident) - $1,000,000
3. Non-Owned Autos (Symbol 9)
   Combined Single Limit (Each Accident) - $1,000,000

If work under this Agreement includes transportation of hazardous materials, policy shall include pollution liability coverage equivalent to that provided by ISO pollution liability broadened coverage for auto endorsement CA9948 and the Motor Carrier Act endorsement MCS90.

7.5.4 Professional Liability/Errors & Omissions Insurance, when applicable, with a limit of liability no less than $1,000,000 per wrongful act. This coverage shall be maintained for a period of no less than three (3) years after final payment of the contract.

7.5.5 Sexual Abuse may not be excluded from any policy.

7.6 **ENVIRONMENTAL/POLLUTION LIABILITY** shall be required with a limit of no less than $1,000,000 per wrongful act whenever work under this Agreement involves potential losses caused by pollution conditions. Coverage shall include: Contractor's completed operations as well as sudden and gradual pollution conditions. If coverage is written on a claims-made basis, coverage shall be maintained for a period of no less than three (3) years after final payment of the contract. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage.** Furthermore, the CITY'S additional Insured status shall extend to any coverage beyond the minimum requirements for limits of liability found herein.

7.7 **CYBER LIABILITY including Network Security and Privacy Liability** with a limit of liability no less than $1,000,000 per loss. Coverage shall include liability arising from: theft, dissemination and/or use of confidential information stored or transmitted in electronic form, unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, and the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software and programs thereon. This coverage shall be maintained for a period of no less than three (3) years after final payment of the contract. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage.** Furthermore, the CITY'S Additional Insured status shall extend to any coverage beyond the minimum requirements for limits of liability found herein.

7.8 **CRIME COVERAGE** when applicable, shall include employee dishonesty, forgery or alteration, and computer fraud in an amount of no less than $1,000,000 per loss. If Contractor is physically located on the City's premises, a third-party fidelity coverage extension shall apply.

7.9 **SEXUAL ABUSE** may not be excluded from any policy for Agreements involving any interaction with minors or seniors.

7.10 **REQUIRED ENDORSEMENTS**

7.11.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the General Liability policies required herein
7.11.2 Waiver of all Rights of Subrogation against the CITY
7.11.4 CONTRACTOR's policies shall be Primary & Non-Contributory
7.11.5 All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the CITY
7.11.6 The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

7.11 CONTRACTOR shall name the CITY, as an additional insured on each of the General Liability policies required herein and shall hold the CITY, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder.

7.12 Any insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.

ARTICLE VIII
NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

8.1 During the performance of the Agreement, neither CONTRACTOR nor its subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified.

8.2 CONTRACTOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants

for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. CONTRACTOR further agrees that he/she/it will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

ARTICLE IX
INDEPENDENT CONTRACTOR

9.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law.

9.2 CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR, which policies of CONTRACTOR shall not conflict with CITY, State, H.U.D., or United States policies, rules or regulations relating to the use of CONTRACTOR's Funds provided for herein. CONTRACTOR agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE X
UNCONTROLLABLE FORCES

10.1 Neither CITY nor CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

10.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of

this Agreement.

ARTICLE XI
AGREEMENT SUBJECT TO FUNDING

11.1 This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Pembroke Pines in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

ARTICLE XII
GOVERNING LAW AND VENUE

12.1 This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement shall be in Broward County, Florida.

ARTICLE XIII
SIGNATORY AUTHORITY

13.1 CONTRACTOR shall provide CITY with copies of requisite documentation evidencing that the signatory for CONTRACTOR has the authority to enter into this Agreement.

ARTICLE XIV
MERGER; AMENDMENT

14.1 This Agreement constitutes the entire Agreement between CONTRACTOR and CITY, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented or amended only by a written document executed by both CONTRACTOR and CITY with the same formality and equal dignity herewith.

ARTICLE XV
DEFAULT OF CONTRACT & REMEDIES

15.1 **Damages.** CITY reserves the right to recover any ascertainable actual damages incurred as a result of the failure of CONTRACTOR to perform in accordance with the requirements of this Agreement, or for losses sustained by CITY resultant from CONTRACTOR's failure to perform in accordance with the requirements of this Agreement.

15.1.1 **Liquidated Damages.** As a breach of the service provided by this Agreement would cause serious and substantial damage to CITY Property, and the nature of this Agreement would render it impracticable or extremely difficult to fix the actual damage sustained by CITY by such breach, it is agreed that, in case of breach of service wherein CONTRACTOR fails to perform, CITY may elect to collect liquidated damages for each such breach, and CONTRACTOR will pay CITY as liquidated damages, and not as penalty, FIVE HUNDRED DOLLARS ($500.00) for

every day of such malfunction. This sum is the agreed upon amount by which CITY will be damaged by the breach of such service. An election to seek such remedies shall not be construed as a waiver of any legal remedies CITY may have as to any subsequent breach of service under this Agreement.

15.1.2 **Correction of Work.** If, in the judgment of CITY, work provided by CONTRACTOR does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, CITY reserves the right to require that CONTRACTOR correct all deficiencies in the work to bring the work into conformance without additional cost to CITY, and / or replace any personnel who fail to perform in accordance with the requirements of this Agreement. CITY shall be the sole judge of non-conformance and the quality of workmanship.

15.2 **Default of Contract.** The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by CONTRACTOR:

15.2.1 The abandonment of the Agreement by CONTRACTOR for a period of more than seven (7) business days.

15.2.2 The abandonment, unnecessary delay, refusal of, or failure to comply with any of the terms of this Agreement or neglect, or refusal to comply with the instructions of the Chief of Police relative thereto.

15.2.3 The failure by CONTRACTOR to observe or perform any of the terms, covenants, or conditions of this Agreement to be observed or performed by CONTRACTOR, where such failure shall continue for a period of seven (7) days after written notice thereof by CITY to CONTRACTOR of such breach or default;

15.2.4 The assignment and/or transfer of this Agreement or execution or attachment thereon by CONTRACTOR or any other party in a manner not expressly permitted hereunder.

15.2.5 Contractor becomes insolvent;

15.2.6 The making by CONTRACTOR of any general assignment or general arrangement for the benefit of creditors;

15.2.7 The filing of a voluntary petition in bankruptcy or a petition or answer seeking an arrangement of its reorganization or the readjustment of its indebtedness under the Federal Bankruptcy laws or under any other law or statute of the United States or any state thereof;

15.2.8 Contractor consents to the appointment of a receiver, trustee or liquidator of all or substantially all of its property;

15.2.9 A petition under any present or future insolvency laws or statute is filed against CONTRACTOR and such petition is not dismissed within thirty (30) days after its filing; or

of a petition to have CONTRACTOR adjudged a bankruptcy, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against CONTRACTOR, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where possession is not restored to CONTRACTOR within thirty (30) days; for attachment, execution or other judicial seizure of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where such seizure is not discharged within thirty (30) days.

15.3 **Remedies in Default.** In case of default by CONTRACTOR, CITY shall notify CONTRACTOR, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct him to comply with all provisions of the Agreement. A copy of such written notice shall be mailed to the Surety on the Performance Bond. If the abandonment, delay, refusal, failure, neglect or default is not cured within seven (7) days of when notice was sent by CITY, CITY may declare a default of the Agreement and notify CONTRACTOR of such declaration of default and terminate the Agreement. The Surety on the Performance Bond shall within ten (10) days of such declaration of default, rectify or cause to be rectified any mismanagement or breach of service in the Agreement and assume the work of CONTRACTOR and proceed to perform services under the Agreement, at its own cost and expense.

15.3.1 Upon such declaration of default, all payments remaining due CONTRACTOR at the time of default, less all sums due CITY for damages suffered, or expenses incurred by reason of default, shall be due and payable to Surety. Thereafter the Surety shall receive monthly payments equal to those that would have been paid by the CONTRACTOR has the CONTRACTOR continued to perform the services under the Agreement.

15.3.2 If such Surety fails to perform, the CITY may complete the Agreement, or any part thereof, either by day labor or re-letting a contract for the same, and procure the equipment and the facilities necessary for the completion of the Agreement, and charge the cost of same to CONTRACTOR and/or the Surety together with the costs incident thereto to such default.

15.3.3 In the event CITY completes the Agreement at a lesser cost than would have been payable to CONTRACTOR under this Agreement, if the same had been fulfilled by CONTRACTOR, CITY shall retain such differences. Should such cost to CITY be greater, CONTRACTOR shall pay the amount of such excess to the CITY.

ARTICLE XVI
THIRD PARTY BENEFICIARIES

16.1 **No Third Party Beneficiaries.** Nothing express or implied in the Agreement is intended to confer, nor shall anything herein confer, upon any person other than CITY, CONTRACTOR and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

ARTICLE XVII
BANKRUPTCY

17.1 **Bankruptcy.** It is agreed that if CONTRACTOR is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the date and at the time the bankruptcy petition is filed.

ARTICLE XVIII
DISPUTE RESOLUTION

18.1 **Operations During Dispute.**

18.1.1 In the event that a dispute, if any, arises between CITY and CONTRACTOR relating to this Agreement, performance or compensation hereunder, CONTRACTOR shall continue to render service in full compliance with all terms and conditions of this Agreement as interpreted by CITY regardless of such dispute.

18.1.2 CONTRACTOR expressly recognizes the paramount right and duty of CITY to provide adequate maintenance of CITY's Property, and further agrees, in consideration for the execution of this Agreement, that in the event of such a dispute, if any, it will not seek injunctive relief in any court, but will negotiate with CITY for an adjustment on the matter or matters in dispute and, upon failure of said negotiations to resolve the dispute, may present the matter to a court of competent jurisdiction in an appropriate suit therefore instituted by it or by CITY.

ARTICLE XIX
PUBLIC RECORDS

19.1 The City of Pembroke Pines is public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

19.1.1 Keep and maintain public records required by the CITY to perform the service;

19.1.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;

19.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining in its possession after the CONTRACTOR transfers the records in its possession to the CITY; and

19.1.4 Upon completion of the contract, CONTRACTOR shall transfer to the CITY, at no cost to the CITY, all public records in CONTRACTOR's possession. All records stored electronically by the CONTRACTOR must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

19.1.5 If the Contractor keeps and maintains public records upon the completion of the contract, the Contractor shall meet all applicable requirements for retaining pubic records. All records stored electronically must be provided to the CITY upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

19.2 The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the CITY shall enforce the Default in accordance with the provisions set forth in **Article 16.**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

CITY CLERK
10100 PINES BOULEVARD, 5th FLOOR
PEMBROKE PINES, FL 33026
(954) 450-1050
mgraham@ppines.com

ARTICLE XX
MISCELLANEOUS

20.1 **Ownership of Documents.** All reports, surveys, studies, and other data provided in connection with this Agreement are and shall remain the property of CITY. CITY hereby agrees to use CONTRACTOR's work product for its intended purposes.

20.2 **Legal Representation.** It is acknowledged that each party to this agreement had the opportunity to be represented by counsel in the preparation of this Agreement, and accordingly, the

rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

20.3 **Records.** CONTRACTOR shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries.

20.4 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns.

20.4.1 It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

20.5 **No Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

20.6 **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONTRACTOR and CITY designate the following as the respective places for giving of notice:

CITY Charles F. Dodge, City Manager
City of Pembroke Pines
10100 Pines Boulevard
Pembroke Pines, Florida 33025
Telephone No. (954) 431-4884
Facsimile No. (954) 437-1149

Copy To: Samuel S. Goren, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4900
Facsimile No. (954) 771-4923

CONTRACTOR: Conduent Government Systems, LLC
(d/b/a FIREHOUSE Software)
2900 University Ave. Suite 360,
Urbandale, Iowa 50322
Telephone No. (888) 866-9119
Facsimile No. (515) 493-4374

20.7 **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

20.8 **Headings.** Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

20.9 **Exhibits.** Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

20.10 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

20.11 **Entire Agreement and Conflicts.** This Agreement is intended by the parties hereto to be final expression of this Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made. In the event of a conflict between this Agreement, the RFP and the CONTRACTOR's bid proposal, this Agreement shall govern, then the RFP, and then the bid proposal.

20.12 **Waiver.** Failure of CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be constructed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

20.13 **Attorney's Fees.** In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

20.14 **Protection of City Property.** At all times during the performance of this Agreement, CONTRACTOR shall protect CITY's property from all damage whatsoever on account of the work being carried on under this Agreement.

20.15 **LIMITATION ON LIABILITY.**

NEITHER PARTY SHALL BE LIABLE, UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, OR INDIRECT DAMAGES OF ANY KIND RESULTING FROM THE PERFORMANCE OR NON-PERFORMANCE OF OBLIGATIONS UNDER THIS AGREEMENT EVEN IF THOSE DAMAGES ARE ATTRIBUTED TO BREACH OF THIS AGREEMENT, TORT, NEGLIGENCE, OR OTHER CAUSE OF ACTION. THE PARTIES AGREE THAT THIS LIMITATION SHALL APPLY EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF NON-DIRECT DAMAGES OR IF, UNDER APPLICABLE LAW, NON-DIRECT DAMAGES ARE CONSIDERED TO BE DIRECT DAMAGES.

EXCEPT FOR AMOUNTS EXPRESSLY DUE AND PAYABLE TO CONTRACTOR UNDER THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY TO THIS AGREEMENT BE LIABLE TO THE OTHER PARTY FOR ANY CLAIMS, PENALTIES OR DAMAGES, WHETHER IN CONTRACT, TORT, OR BY WAY OF INDEMNIFICATION, IN AN AMOUNT EXCEEDING THE FEES OR OTHER CHARGES PAID BY CITY TO CONTRACTOR DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

THE REMAINDER OF THIS PAGE

HAS BEEN INTENTIONALLY LEFT BLANK

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

ATTEST:

MARLENE GRAHAM,
CITY CLERK

8/22/17

APPROVED AS TO FORM.

OFFICE OF THE CITY ATTORNEY

CITY

BY: Charles F. Dodge
CHARLES F. DODGE
CITY MANAGER

JOIN US -- PROGRESS WITH US

CONTRACTOR

Witnesses:

Betsy J. Chapley
Betsy J. Chapley
Print Name

Jean Warren
JEAN WARREN
Print Name

Conduent Government Systems, LLC
(d/b/a FIREHOUSE Software)

BY:
Print Name: LOUIS SCHIAVONE JR.
Title: VP

STATE OF _____)
) ss:
COUNTY OF _____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared LOUIS SCHIAVONE, JR. as V.P. of **Conduent Government Systems (d/b/a FIREHOUSE Software)**, a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the Gabriel proper official of **Conduent Government Systems, LLC (d/b/a FIREHOUSE Software)** for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 6th day of July, 2017.

NOTARY PUBLIC

(Name of Notary Typed, Printed or Stamped)

BETSY J. CHAPLEY NOTARY PUBLIC STATE AT LARGE, KENTUCKY

Betsy J. Chapley
Notary Public
Kentucky - State at Large
My Commission expires Mar. 7, 2018

City of Pembroke Pines, FL

601 City Center Way
Pembroke Pines, FL
33025
www.ppines.com

Agenda Request Form

Agenda Number: 1.

File ID:	17-0152	**Type:**	Agreements/Contracts	**Status:**	Passed
Version:	1	**Agenda Section:**		**In Control:**	City Commission
				File Created:	03/14/2017
Short Title:	Agreement for RFP # TS-16-03 "Fire Department Records Management System" with Conduent Government Systems (d/b/a FIREHOUSE Software)			**Final Action:**	

Title: MOTION TO APPROVE THE AGREEMENT BETWEEN CONDUENT GOVERNMENT SYSTEMS, LLC (D/B/A FIREHOUSE SOFTWARE) AND THE CITY OF PEMBROKE PINES FOR A FIRE DEPARTMENT RECORDS MANAGEMENT SYSTEM.

***Agenda Date:** 08/02/2017

Agenda Number: 1.

Internal Notes:

Attachments: 1. Conduent Letter - Legal Entity Name Change, 2. Conduent Government Systems LLC Agreement, 3. Exhibit A - RFP # TS-16-03 Fire Department Records Management System, 4. Exhibit B - Contractor's Proposal, 5. Exhibit C - Software License Agreement, 6. Exhibit D - Software Maintenance Agreement, 7. Exhibit E - Firehouse Software Estimate 73239, 8. Exhibit F - Firehouse Software Estimate 73241, 9. Commission Approval (2017-02-01)

1	City Commission	08/02/2017	approve	Pass

Action Text: A motion was made to approve on the Consent Agenda

Aye: - 5 Mayor Ortis, Commissioner Castillo, Commissioner Shechter, Commissioner Schwartz, and Commissioner Siple

Nay: - 0

MOTION TO APPROVE THE AGREEMENT BETWEEN CONDUENT GOVERNMENT SYSTEMS, LLC (D/B/A FIREHOUSE SOFTWARE) AND THE CITY OF PEMBROKE PINES FOR A FIRE DEPARTMENT RECORDS MANAGEMENT SYSTEM.

SUMMARY EXPLANATION AND BACKGROUND:

1. On August 3, 2016, the City Commission ratified the City Manager's approval to reject all proposals for RFP # TS-16-02 "Fire Department Records Management System" and authorize the re-advertisement of the solicitation as RFP # TS-16-03 "Fire Department Records Management System", which advertised on July 12, 2016.

2. On August 23, 2016, the City opened three (3) proposals from the following vendors:

- Xerox Government Systems (FIREHOUSE Software)
- ZOLL Data Systems, Inc.
- ImageTrend, Inc.

3. On January 17, 2017, the City convened an evaluation committee to evaluate the qualifications of the proposers based on the weighted criteria provided for in the RFP documents and based on the scoring results, the committee unanimously approved recommending the City Commission to direct the City Manager to negotiate a contract for services with the first ranked vendor, Xerox Government Systems (FIREHOUSE Software).

4. On February 01, 2017, the City Commission approved the Evaluation Committee's recommendation to award RFP # TS-16-03 "Fire Department Records Management System" to Xerox Government Systems (FIREHOUSE Software) and to direct the City Manager to negotiate a contract for services.

5. The Fire Department has requested to remove certain modules during the negotiation of the contract, therefore, the total cost has gone down from $156,715 to $113,340.

6. On January 2, 2017, Xerox Government Systems LLC changed it's name to Conduent Government Systems, LLC.

7. Administration and Conduent Government Systems, LLC (d/b/aFIREHOUSE Software) have come to an agreement. (See attached).

8. Request Commission to approve the agreement between Conduent Government Systems (d/b/a FIREHOUSE Software) and the City of Pembroke Pines for a Fire Department Records Management System.

FINANCIAL IMPACT DETAIL:

a) Initial Cost: $113,340.

b) Amount budgeted for this item in Account No: Funds are currently budgeted for this

project in account # 1-529-4003-64051 (Computer Programs).

c) Source of funding for difference, if not fully budgeted: Not Applicable.

d) 5 year projection of the operational cost of the project:

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	$0	$0	$0	$0	$0
Expenditures	$113,340	$16,390	$16,390	$16,390	$16,390
Net Cost	$113,340	$16,390	$16,390	$16,390	$16,390

e) Detail of additional staff requirements: Not Applicable.

Fire Department Records Management System

Request for Proposals # TS-16-03

THE CITY OF PEMBROKE PINES
PURCHASING DIVISION
8300 SOUTH PALM DRIVE
PEMBROKE PINES, FLORIDA 33025
(954) 518-9020

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SECTION 1 - INSTRUCTIONS

1.1 NOTICE

Notice is hereby given that the City Commission of the City of Pembroke Pines is seeking sealed proposals for:

RFP # TS-16-03
Fire Department Records Management System

Solicitations may be obtained from the City of Pembroke Pines website at http://www.ppines.com/index.aspx?NID=667 and on the www.BidSync.com website.

If you have any problems downloading the solicitation, please contact the BidSync Support line at 1-800-990-9339.

If additional information help is needed with downloading the solicitation package please contact the Purchasing Office at (954) 518-9020 or by email at purchasing@ppines.com. The Purchasing Office hours are between 7:00 a.m. - 6:00 p.m. on Monday through Thursday and is located at 8300 South Palm Drive, Pembroke Pines, Florida 33025.

The City requires all questions relating to the solicitation be entered through the "Ask a Question" option tab available on the BidSync website. Responses to the questions will be provided online at www.bidsync.com. Such request must be received by the "Question Due Date" stated in the solicitation. The issuance of a response via BidSync is considered an Addendum and shall be the only official method whereby such an interpretation or clarification will be made.

Proposals will be accepted until 2:00 p.m., Tuesday, August 09, 2016. Proposals must be **submitted electronically at www.BidSync.com**. The sealed electronic proposals will be publicly opened at 2:30 p.m. by the City Clerk's Office, in the City Hall Administration Building, 3rd Floor Conference Room located at 10100 Pines Boulevard, Pembroke Pines, Florida, 33026.

1.2 PURPOSE

The City of Pembroke Pines is seeking proposals from qualified firms, hereinafter referred to as the Contractor, to provide a Records Management System to be utilized by the City's Fire Department, in accordance with the terms, conditions, and specifications contained in this solicitation.

The software would be utilized at the eight (8) Fire Department locations throughout the City. The licensing would have to accommodate approximately two-hundred and twenty-five (225) users.

1.3 BACKGROUND

The City currently uses a legacy in-house built/supported solution on a locally hosted server. This has been the City's Fire Department's primary Record Management System, with approximately one hundred and eighty million (180,000,000) records including: Personnel, Inventory Management/Tracking, Activity Logs, and Site Information. The computing environment is comprised of a central data center operating a mixture of physical and virtual servers (VMware 5.5) running Microsoft Windows 2008 R2. The network consists of enterprise class router/switch to an access layer of 100 M capable devices. Our client workstations are Windows 7 Professional Service Pak 1 and Office 2013. The total count for client workstations is roughly sixty (60) desktop units. Our email system is comprised of two (2) mirrored 2013 Microsoft Exchange servers.

There eight (8) Fire Department Stations located throughout the City. The services provided to the residents include, but are not limited to: fire suppression, fire prevention, building inspections, plan review, fire investigations, public fire safety education, disaster management, rescue, emergency medical services, hazardous materials initial response, and response to other emergencies on an as needed basis.

1.4 SCOPE OF WORK

The City is looking to improve efficiency in record entry and retrieval for the Fire Department including but not limited to: training, apparatus log, rescue supply orders, station inventory updates, SCBA log, shift schedule (daily & future), and damage and missing equipment.

This RFP is designed to provide necessary and sufficient information to vendors offering RMS software that allows them to provide a full description of available services as well as price quotes for said software.

1.5 PROPOSAL REQUIREMENTS

The following documents will need to be completed, scanned and submitted through www.bidsync.com as part of the bidder's submittal. The proposer interested in responding to this solicitation must provide the information requested below. Submittals that do not respond completely too all requirements specified herein may be considered non-responsive and eliminated from the process.

All proposals shall address and be tabbed/indexed as outlined below:

Title Page:

List the following:

Subject: **RFP # TS-16-03 "Fire Department Records Management System"**

1. Date
2. Name of the Firm
3. Contact Person (including title) authorized to represent your firm
   i. Note: This contact person shall also be listed on Attachment A: Contact Information Form
4. Telephone Number
5. Email Address

Tab 1 - Table of Contents:

Include a clear identification of the material included in the proposal by tab number and page number.

Tab 2 - Vendor Profile (10 points):

1. **Vendor Experience and Qualifications**
   a. Please provide a brief (1-2 paragraphs) background of your organization, including the year you were founded.
   b. Please provide a brief (1-2 paragraphs) background of the solution you are proposing.
   c. Please provide evidence of what your organization is doing to remain a viable and stable player in the RMS market.
   d. What is the annual research & development (R&D) investment for the RMS solution being proposed – both in terms of financial investment and total number of employees dedicated to the R&D function?
   e. How much of your R&D is a result of a customer request (enhancement, new functionality)?

2. **Vendor Strategic Partnerships**
   a. Describe your partnership with Microsoft from a product, technology, and business perspective.
   b. Describe your relationship with vendors/products strategic to your organization.

3. **Personnel**
   a. Please provide the current number of employees dedicated to the solution you are proposing.
   b. Please provide a breakdown of the employees dedicated to these functions:
      - Research & Development
      - Technical Support
      - Services
   c. Please provide the number of offices and their locations.
   d. Please provide statistics related to the number of employees your company has added over the past five (5) years.
   e. Have you had to lay off any employees? If so, when and how many?

f. Provide the average employee tenure for your Technical Support team.
g. Provide the longevity, in terms of years, of your executive management team – particularly your CEO and CTO.

4. **Competitive Analysis**
   a. Please list any of the relevant independent RMS analyst reports and rankings validating your solution within the RMS market.
   b. Describe what generally differentiates you from your key competitors.
   c. Describe your market share in the RMS space.

Tab 3 - Firm's Understanding and Approach to the Work (5 points):

The understanding that the applicant and consultants demonstrate as to the requirements and needs of the project, including an evaluation of the thoroughness demonstrated in analyzing and investigating the scope of the project.

1. Provide a narrative statement demonstrating an understanding of the overall intent of this RFP, as well as the methods used to complete assigned tasks.
2. Please clearly describe all aspects of the project proposed.
3. Include details of your approach and work plans.
4. Identify any issues or concerns of significance that may be appropriate.
5. A brief statement must be included which explains why your proposal would be the most effective and beneficial to the City of Pembroke Pines.

Tab 4 - Previous Experience (15 points):

1. **Customers**
   a. How many organizations have implemented your solution overall?
   b. Please describe the customer industries you service.

2. **Customer Retention**
   a. Please describe your customer retention.
   b. How many organizations are still running your solution with an active maintenance and support contract (i.e., lifetime customer retention)?
   c. Provide the name of the oldest, active customer of your solution.

3. **New Customers**
   a. How many organizations have implemented your solution in the past fiscal year?
   b. How many customers were added in the past three (3) fiscal years?

4. **References**
   Please complete **Attachment K "References Form"** to provide information in relation to three (3) customers who have implemented a solution similar to the City of Pembroke Pines. In addition to the form, please provide any other relevant information to assist the City in evaluating your references, including a detailed description of the solution used for the customer which is similar in scope of services to those requested herein.

Tab 5 - Implementation Plan, Scheduling and Cost Control (15 points):

1. Please include a timeframe for work to be completed.
2. Please describe the firm's implementation plan for the City of Pembroke Pines.
3. Describe how the timeline would be achievable and how it would meet the expectations of the City of Pembroke Pines.
4. Description of the firm's scheduling system and cost-control system.
5. Methods for assuring adherence to schedule should be highlighted.
6. A comparison of the firms' project profile should indicate their ability to hold to original schedules and budgets.

Tab 6 – Financial Capability (10 points):

The firm's financial capability is to be expressed in the financial statement, and should indicate the resources and the necessary working capital to assure financial stability through to the completion of the project. Proposer must provide the following required documentation related to the firm's financial stability:

1. Please describe the financial stability of your organization. If available, please include documentation depicting this stability.
2. Please provide the percentage of your total annual revenue that is driven by Records Management System (RMS) related revenue (software, services, maintenance, etc.)?
3. What percentage of revenue is derived from the following:
   a. Software License Fees
   b. Maintenance Fees
   c. Professional Services/Consulting
4. Proposer's most recent audited financial statement.

Tab 7 – Project Cost (10 points):

1. Attachment A: Contact Information Form
   a. Attached is contact information form (Attachment A) where the vendor will enter their contact information and complete the proposal checklist. The Contact information form shall be electronically signed by the contact person authorized to represent the contractor. This form must be

completed and submitted through www.bidsync.com as part of the bidder's submittal. The vendor must provide their pricing through the designated lines items listed on the BidSync website.

b. Please note vendors should be registered on BidSync under the name of the organization that they are operating as and it should match the organization name on the documents that they are submitting and utilizing when responding to the solicitation.
c. The contact information form should contain an electronic signature of the authorized representative of the Proposer along with the address and telephone number for communications regarding the Proposal.
d. Proposals by corporations should be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must also be shown.
e. Proposals by partnerships should be executed in the partnership name and signed by a partner whose title and the official address of the partnership must be shown.

2. Along with the fee for services stated in Attachment A, vendors should provide:
   a. A copy of the firm's current billing rate schedule.
   b. A list of assumptions (i.e. number of meetings with staff, commission, etc.) that are included in the proposed cost along with a list of any additional costs that are not included in the proposal.
3. The work will be performed on a fixed, not to exceed price basis for a defined number of consultant site visits, with provisions for change orders, costs for additional site visits and time extensions.
4. The details of deliverables, project timetable and specific payment schedule will be determined during final contract negotiations and will be based upon the consultant proposal and the completion of identified tasks, including staff review and consultant revisions.

Tab 8 – Other Completed Documents (5 points for Vendor Preference - Local/VOSB):

1. Attachment B: Vendor Information Form and a W-9
   a. In addition to the Vendor Information Form, please ensure that you provide the completed W-9 (Rev. December 2014), as previously dated versions of this form will delay the processing of any payments to the awarded vendor.
2. Attachment C: Non-Collusive Affidavit
3. Attachment D: Sworn Statement on Public Entity Crimes Form
4. Attachment E: Local Vendor Preference Certification
   a. If claiming Local Pembroke Pines Vendor Preference, business must attach a current business tax receipt from the City of Pembroke Pines
   b. If claiming Local Broward County Vendor Preference, business must attach a current business tax receipt from Broward County or the city within Broward County where the business resides.

c. The Local Vendor Preference Certification form must be completed by/for the proposer; the proposer **WILL NOT** qualify for Local Vendor Preference based on their sub-contractors' qualifications.

5. Attachment F: Veteran Owned Small Business Preference Certification
   a. If claiming Veteran Owned Small Business Preference Certification, business must attach the "Determination Letter" from the United States Department of Veteran Affairs Center for Verification and Evaluation notifying the business that they have been approved as a Veteran Owned Small Business (VOSB).
   b. The Veteran Owned Small Business Preference Certification form must be completed by/for the proposer; the proposer **WILL NOT** qualify for Veteran Owned Small Business Preference based on their sub-contractors' qualifications.
6. Attachment G: Equal Benefits Certification Form
7. Attachment H: Proposer's Completed Qualification Statement
8. Attachment J: Specimen Contract/Agreement
   a. Attachment J is a specimen contract for the implementation and completion of work is included herein for general information of bidder. Upon award of the proposal, the awarded contractor shall be required to sign and agree to the terms of the attached Specimen Contract.
   b. Contractor shall include any necessary maintenance agreements as part of their proposal package.

Tab 9 – Functional Requirements (10 Points):

1. **Please complete "Attachment L – Functional Requirements" that addresses:**
   a. General and Core System
   b. Data Entry
   c. Training and Support
   d. Personnel
   e. Scheduling
   f. Performance and Availability
   g. Data Conversion and Migration
   h. Apparatus, Equipment, Vehicle Maintenance
   i. Incidents – Reporting
   j. Incidents – Information
   k. HazMat
   l. Billing
   m. Complaints
   n. Messaging
   o. CAD Reporting
   p. Electronic Patient Care Record (ePCR)
   q. Quality Assurance and Quality Improvement (QA/QI)

r. Calendar

2. **Please include any additional information to address:**
   a. Ability to reduce manual processes
   b. Compatibility with iPads and Tablets
   c. Publishing capabilities
   d. Ease of navigation
   e. Bookmarking abilities
   f. Acceptance of attachments
   g. Security features
   h. Administrator vs. user capabilities
   i. Sample forms/templates
   j. Compatibility with Microsoft Office, iPads and Tablets
   k. Opportunities to eliminate/minimize manual processes and paper usage
   l. Document linking
   m. Classification
   n. Import process across all input/ingestion offerings

Tab 10 – Technical Requirements (10 points):

1. **Please complete "Attachment M – Technical Requirements" that address:**
   a. Security Administration
   b. Configuration
   c. Infrastructure
   d. Storage
   e. Scalability
   f. Licensing
   g. Archiving and Audit Trail
   h. Printing

Tab 11 – Implementation, Training, and Support (10 points):

1. **Implementation**
   a. Describe your implementation processes and procedures.
   b. Describe the roles and responsibilities the vendor will have during an implementation.
   c. Describe the roles and responsibilities the customer will have during an implementation.
   d. Provide a sample of the structured project implementation plan utilized.
   e. Describe the number of customer resources necessary for ongoing maintenance of the system.

f. Describe the number of environments (test, production) supported in an implementation of your system and the cost of each.

2. **Training**
   a. Describe the training that is available to the customer's personnel and if it is available on site.
   b. Do you provide a train-the-trainer technique within your training offerings?
   c. Do you provide web-enabled training courses and tutorials? If yes, what are the fees associated with these courses?
   d. Do you offer a full array of live interactive training (including solution certification) via the internet, which can minimize the end user's need for travel and additional travel-related expenses for training?
   e. Describe the subscription-based training services available, which can provide our organization with on-demand, online training for one price.

3. **Technical Support**
   a. Describe your technical support organization and structure.
   b. How many support centers do you operate?
   c. What hours is your Technical Support department available?
   d. Describe how support issues are logged.
   e. Describe the designated support representative that will be assigned.
   f. Provide a means to check the status of an issue online.
   g. Detail your problem escalation procedure.

4. **Software Support**
   a. When was the first version of your solution released?
   b. Describe how consistently new versions of the software are released.
   c. Describe how software changes or enhancements are incorporated into a release.
   d. Explain how long a release is maintained.
   e. Detail the software license costs or upgrade costs typically incurred with an upgrade to a new release.

<u>Tab 12 - Additional Information:</u>

Please provide any additional information that you deem necessary to complete your proposal in this section, if it has not been requested in another section.

1.6 EVALUATION OF PROPOSALS & PROCESS OF SELECTION

A. Staff will evaluate all responsive proposals received from proposers who meet or exceed the bid requirements contained in the RFP. Evaluations shall be based upon the information and references contained in the proposals as submitted. **As such, the Proposal should be as comprehensive as possible; clearly describing the details of services that the Proposer intends to provide.**

B. The City will convene an Evaluation Committee and brief its members on the scope of the project and the services required. The Evaluation Committee will evaluate proposals based on the following criteria

Criteria	**Points**
Vendor Profile	10 points
Firm's Understanding and Approach to the Work	5 points
Previous Experience	15 points
Implementation Plan, Scheduling and Cost Control	15 points
Financial Capability	10 points
Project Cost	10 points
Local Vendor Preference/ Veteran Owned Small Business Preference*	5 points
Functional Requirements	10 points
Technical Requirements	10 points
Implementation, Training, and Support	10 points
Total Points	**100 points**

**Please note that the Local Vendor Preference is used to evaluate the submittals received from proposers and are assigned point totals, a preference of five (5) points of the total evaluation point shall be given to the Local Pembroke Pines Vendor(s); a preference of two and a half (2.5) points of the total evaluation point shall be given to the Local Broward County Vendor(s), all other vendors shall receive zero (0) points. Vendors must submit the attached Local Vendor Preference Certification Form in order to qualify for these evaluation points.*

Veteran Owned Small Business (VOSB) is also used to evaluate the submittals received from proposers and are assigned point totals, a preference of two and a half (2.5) points of the total evaluation point shall be given to the Veteran Owned Small Businesses. Vendors must submit the attached Veteran Owned Small Business Preference Certification Form in order to qualify for these evaluation points.

All other vendors shall receive zero (0) points.

C. In the event that there are more than three (3) proposers, the Evaluation Committee shall have the option to short-list the proposers based on the criteria listed above. Then the

Evaluation Committee may schedule a second meeting for the firms to make presentations and answer questions of clarification as part of its evaluation. As part of this process, the firms shall have officials of the appropriate management level present and representing the firm. The project manager should be available. The firm shall be prepared to present an overall briefing regarding the manner in which the contractual obligations will be accomplished.

D. The Evaluation Committee will make a recommendation to the City Commission for award of contract. The contract shall be awarded to the most responsive/responsible proposer whose proposal is determined to be the most advantageous to the City taking into consideration the evaluation criteria.

1.7 TENTATIVE SCHEDULE OF EVENTS

Event	**Time &/or Date**
Issuance of Solicitation (Posting Date)	**July 12, 2016**
Question Due Date	**July 25, 2016**
Anticipated Date of Issuance for the Addenda with Questions and Answers	**July 28, 2016**
Proposals will be accepted until	**2:00 p.m. on August 09, 2016**
Proposals will be opened at	**2:30 p.m. on August 09, 2016**
Evaluation of Proposals by the Evaluation Committee	**TBD**
Recommendation of Contractor to City Commission award	**TBD**

1.8 SUBMISSION REQUIREMENTS

Bids/proposals **must be submitted electronically** at www.bidsync.com **on or before 2:00 p.m. on August 09, 2016.**

Please note vendors should be registered on BidSync under the name of the organization that they are operating as and it should match the organization name on the documents that they are submitting and utilizing when responding to the solicitation.

The vendor must provide their pricing through the designated lines items listed on the BidSync website. In addition, the vendor must complete any webforms on the BidSync website and provide any additional information requested throughout this solicitation. Any additional information requested in the solicitation should be scanned and uploaded. **Unless otherwise specified, the City requests for vendors to upload their documents as one (1) PDF document in the order that is outline in the bid package.**

The City recommends for proposers to submit their proposals as soon as they are ready to do so. Please allow ample time to submit your proposals on the BidSync website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals. BidSync Support is

happy to help you with submitting your proposal and to ensure that you are submitting your proposals correctly, but we ask that you contact their support line at 1-800-990-9339 with ample time before the bid closing date and time.

PLEASE DO NOT SUBMIT ANY PROPOSALS VIA MAIL, E-MAIL OR FAX.

SECTION 2 - INSURANCE REQUIREMENTS

The CONTRACTOR shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the CONTRACTOR or its employees, agents, servants, partners principals or subcontractors. The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONTRACTOR allow any subcontractor to commence work on his subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

CERTIFICATES OF INSURANCE, reflecting evidence of the required insurance, shall be filed with the City's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

Policies shall be endorsed to provide the CITY thirty (30) days notice of cancellation, material change or non-renewal of policies required under the contract. If the carrier will not agree to this notification, the CONTRACTOR or its insurance broker shall notify the CITY of any cancellation or reduction in coverage within seven days of receipt of insurer's notification of cancellation or reduction in coverage.

Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONTRACTOR shall furnish, at least fifteen (15) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the CONTRACTOR has assumed in the indemnification/hold harmless section(s) of this Agreement.

2.1 REQUIRED INSURANCE

A. COMMERCIAL GENERAL LIABILITY INSURANCE including, but not limited to: coverage for premises & operations, personal & advertising injury, products & completed operations, Liability assumed under an Insured Contract (including tort liability of another assumed in a business contract), and independent contractors. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - $1,000,000
2. Fire Damage Limit (Damage to rented premises) - $100,000
3. Personal & Advertising Injury Limit - $1,000,000
4. General Aggregate Limit - $2,000,000
5. Products & Completed Operations Aggregate Limit - $2,000,000 **(mostly for construction or equipment sold to the CITY)**

Products & Completed Operations Coverage shall be maintained for two (2) years after the final payment under this contract. (Increase to 10 years for construction projects) (For construction projects also include: Designated Construction Project(s) General Aggregate Limit)

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. City's Additional Insured status shall extend to any coverage beyond the minimum requirements for limits of liability found herein.

B. WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONTRACTOR shall require the subcontractors similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Coverage for the CONTRACTOR and his subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation : Coverage A – Statutory
2. Employers Liability: Coverage B $500,000 Each Accident
   $500,000 Disease – Policy Limit
   $500,000 Disease – Each Employee

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption along with a written request for CITY to exempt CONTRACTOR, written on CONTRACTOR letterhead.

Coverage shall be included for injuries or claims under the USL&H or Jones Act, when applicable.

C. AUTO LIABILITY INSURANCE covering all owned, leased, hired, non-owned and employee non-owned vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)
   Combined Single Limit (Each Accident) - $1,000,000
2. Hired Autos (Symbol 8)
   Combined Single Limit (Each Accident) - $1,000,000
3. Non-Owned Autos (Symbol 9)
   Combined Single Limit (Each Accident) - $1,000,000

If work under this Agreement includes transportation of hazardous materials, policy shall include pollution liability coverage equivalent to that provided by ISO pollution liability-broadened coverage for auto endorsement CA9948 and the Motor Carrier Act endorsement MCS90.

D. **PROFESSIONAL LIABILITY/ERRORS & OMISSIONS INSURANCE,** when applicable, with a limit of liability no less than $1,000,000 per wrongful act. This coverage shall be maintained for a period of no less than three (3) years after final payment of the contract. (Increase to 10 years for construction projects)

E. **ENVIRONMENTAL/POLLUTION LIABILITY** shall be required with a limit of no less than $1,000,000 per wrongful act whenever work under this Agreement involves potential losses caused by pollution conditions. Coverage shall include: Contractor's completed operations as well as sudden and gradual pollution conditions. If coverage is written on a claims-made basis, coverage shall be maintained for a period of no less than three (3) years after final payment of the contract. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage.** Furthermore, the CITY'S Additional Insured status shall extend to any coverage beyond the minimum requirements for limits of liability found herein.

F. **CYBER LIABILITY including Network Security and Privacy Liability** when applicable, with a limit of liability no less than $1,000,000 per loss. Coverage shall include liability arising from: theft, dissemination and/or use of confidential information stored or transmitted in electronic form, unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, and the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software and programs thereon. This coverage shall be maintained for a period of no less than three (3) years after final payment of the contract. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage.** Furthermore, the CITY'S Additional Insured status shall extend to any coverage beyond the minimum requirements for limits of liability found herein.

G. **CRIME COVERAGE** when applicable, shall include employee dishonesty, forgery or alteration, and computer fraud in an amount of no less than $1,000,000 per loss. If Contractor is physically located on the City's premises, a third-party fidelity coverage extension shall apply.

H. **BUILDER'S RISK INSURANCE** shall be "All Risk" for one hundred percent (100%) of the completed value of the project with a deductible of not more than five percent (5%) for Named Windstorm and *$20,000* per claim for all other perils. The Builder's Risk Insurance

shall include interests of the CITY, the CONTRACTOR and subcontractors of the project. The CONTRACTOR shall include a separate line item for all costs associated with the Builder's Risk Insurance Coverage for the project. The CITY reserves the right at its sole discretion to utilize the CONTRACTOR'S Builder's Risk Insurance or for the CITY to purchase its own Builder's Risk Insurance for the Project. Prior to the CONTRACTOR purchasing the Builder's Risk insurance for the project, the CONTRACTOR shall allow the CITY the opportunity to analyze the CONTRACTOR'S coverage and determine who shall purchase the coverage. Should the CITY utilize the CONTRACTOR'S Builder's Risk Insurance, the CONTRACTOR shall be responsible for all deductibles. If the CITY chooses to purchase the Builder's Risk Coverage on the project, the CONTRACTOR shall provide the CITY with a change order deduct for all premiums and costs associated with the Builder's Risk insurance in their schedule. Should the CITY choose to utilize the CITY'S Builder's Risk Program, the CITY shall be responsible for the Named Windstorm Deductible and the CONTRACTOR shall be responsible for the All Other Perils Deductible.

I. **SEXUAL ABUSE** may not be excluded from any policy for Agreements involving any interaction with minors or seniors.

2.2 REQUIRED ENDORSEMENTS

1. The City of Pembroke Pines shall be named as an Additional Insured on each of the General Liability polices required herein
2. Waiver of all Rights of Subrogation against the CITY
3. 30 Day Notice of Cancellation or Non-Renewal to the CITY
4. CONTRACTORs' policies shall be Primary & Non-Contributory
5. All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the CITY
6. The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

CONTRACTOR shall name the CITY, as an additional insured on each of the General Liability policies required herein and shall hold the CITY, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder. Any insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.

The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Contract.

SECTION 3 - GENERAL TERMS & CONDITIONS

3.1 EXAMINATION OF CONTRACT DOCUMENTS

Before submitting a Proposal, each Proposer should (a) consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost or performance of the work, (b) study and carefully correlate the Proposer's observations with the Proposal Documents; and (c) notify the Purchasing Manager of all conflicts, errors and discrepancies, if any, in the Proposal Documents.

The Proposer, by and through the submission of a Proposal, agrees that Proposer shall be held responsible for having familiarized themselves with the nature and extent of the work and any local conditions that may affect the work to be done and the services, equipment, materials, parts and labor required.

3.2 CONFLICT OF INSTRUCTIONS

If a conflict exists between the General Conditions and Instructions stated herein and specific conditions and instructions contained in specifications, the specifications shall govern.

3.3 ADDENDA or ADDENDUM

A formal solicitation may require an Addendum to be issued. An addendum in some way may clarify, correct or change the original solicitation (i.e. due date/time, specifications, terms, conditions, line item). Vendors submitting a proposal should check the BidSync website for any addenda issued. Vendors are cautioned not to consider verbal modifications to the solicitation, as the addendum issued through BidSync will be the only official method whereby changes will be made.

3.4 INTERPRETATIONS AND QUESTIONS

If the Proposer is in doubt as to the meaning of any of the Proposal Documents, is of the opinion that the Conditions and Specifications contain errors or contradictions or reflect omissions, or has any question concerning the conditions and specifications, the Proposer shall submit a question for interpretation or clarification. The City requires all questions relating to the solicitation be entered through the **"Ask a Question"** option tab available on the BidSync website. Responses to the questions will be provided online at www.bidsync.com. Such request must be received by the **"Question Due Date"** stated in the solicitation. Questions received after **"Question Due Date"** shall not be answered. Interpretations or clarifications in response to such questions will be issued via BidSync. The issuance of a response via BidSync is considered an Addendum and shall be the only official method whereby such an interpretation or clarification will be made.

BidSync Support is also available to assist proposers with submitting their proposal and to ensure that proposers are submitting their proposals correctly. Proposers should ensure that they contact they BidSync support line at 1-800-990-9339 with ample time before the bid closing date and time.

For all other questions related to this solicitation, please contact the, Purchasing Manager, Mark Gomes, at purchasing@ppines.com.

3.5 RULES, REGULATIONS, LAWS, ORDINANCES and LICENSES

The awarded contractor shall observe and obey all laws, ordinances, rules, and regulations of the federal, state, and CITY, which may be applicable to the service being provided. The awarded firm shall have or be responsible for obtaining all necessary permits or licenses required, if necessary, in order to provide this service.

Bidder warrants by submittal that prices quoted here are in conformity with the latest federal price guidelines, if any.

3.6 WARRANTIES FOR USAGE

Whenever a bid is sought, seeking a source of supply for a specified time for materials or service, the quantities or usage shown are estimated only. No guarantee or warranty is given or implied by the City as to the total amount that may or may not be purchased from any resulting contracts. These quantities are for bidders information only and will be used for tabulation and presentation of bid.

3.7 BRAND NAMES

If and wherever in the specifications a brand name, make, name of manufacturer, trade name, or vendor catalog number is mentioned, it is for the purpose of establishing a grade or quality of material only. Since the City does not wish to rule out other competition and equal brands or makes, the phrase "OR EQUAL" is added. However, if a product other than that specified is bid, Bidders shall indicate on their proposal and clearly state the proposed substitution and deviation. It is the **vendor's responsibility** to provide any necessary documentation and samples within their bid submittal to prove that the product is equal to that specified. Such samples are to be furnished before the date of bid opening, unless otherwise specified. Additional evidence in the form of documentation and samples may be requested if the proposed brand is other than that specified. The City retains the right to determine if the proposed brand shall be considered as an approved equivalent or not.

3.8 QUALITY

All materials used for the manufacture or construction of any supplies, materials, or equipment covered by this bid shall be new, the latest model, of the best quality, and highest grade workmanship, unless otherwise noted.

3.9 SAMPLES

Samples, when requested, must be furnished before, or at the bid opening, unless otherwise specified, and delivered free of expense to the City and if not used in testing or destroyed, will upon request within thirty (30) days of bid award be returned at the bidders expense.

3.10 DEVELOPMENT COSTS

Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation, submission or presentation of a Bid in response to this Invitation for Bid. All information in the Bid shall be provided at no cost to the City.

3.11 PRICING

Prices should be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the bid, the unit prices quoted will govern.

Bidder warrants by virtue of bidding that prices, terms, and conditions quoted in his bid will be firm for acceptance for a period of ninety (90) days from date of bid opening unless otherwise stated by the City or bidder.

3.12 DELIVERY POINT

All items shall be delivered F.O.B. destination, and delivery cost and charges included in the bid price. Failure to do so may be cause for rejection of bid.

3.13 TAX EXEMPT STATUS

The City is exempt from Florida Sales and Federal Excise taxes on direct purchase of tangible property.

3.14 CONTRACT TIME

By virtue of the submission of the Proposal, Proposer agrees and fully understands that

the completion time of the work of the Contract is an essential and material condition of the Contract and that time is of the essence. The Successful Proposer agrees that all work shall be prosecuted regularly, diligently and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified. Failure to complete the work within the time period specified shall be considered a default.

In addition, time will be of the essence for any orders placed as a result of this bid. Purchaser reserves the right to cancel such orders, or part thereof, without obligation if delivery is not made at the time(s) or place(s) specified.

3.15 COPYRIGHT OR PATENT RIGHTS

Bidder warrants that there have been no violations of copyrights or patent rights in manufacturing, producing, or selling other goods shipped or ordered as a result of this bid, and seller agrees to hold the purchaser harmless from any and all liability, loss or expense occasioned by such violation.

3.16 PUBLIC ENTITY CRIMES

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

The Public Entity Crime Affidavit Form, attached to this solicitation, includes documentation that shall be executed by an individual authorized to bind the Proposer. The Proposer further understands and accepts that any contract issued as a result of this solicitation shall be either voidable or subject to immediate termination by the City. In the event there is any misrepresentation or lack of compliance with the mandates of Section 287.133 or Section 287.134, respectively, Florida Statutes. The City in the event in such termination, shall not incur any liability to the Bidder for any goods, services or materials furnished.

3.17 CONFLICT OF INTEREST

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Proposers must disclose with their Proposal the name of any officer, director, partner, proprietor, associate or agent who is also an officer or employee of CITY or any of its agencies. Further, all Proposers must disclose the name of any officer or employee of CITY who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer 's firm or any of its branches or affiliate companies.

3.18 FACILITIES

The City reserves the right to inspect the Bidder's facilities at any time with prior notice.

3.19 ENVIRONMENTAL REGULATIONS

CITY reserves the right to consider Proposer's history of citations and/or violations of environmental regulations in determining a Proposer's responsibility, and further reserves the right to declare a Proposer not responsible if the history of violations warrant such determination. Proposer shall submit with the Proposal, a complete history of all citations and/or violations, notices and dispositions thereof. The non-submission of any such documentation shall be deemed to be an affirmation by the Proposer that there are no citations or violations. Proposer shall notify

CITY immediately of notice of any citation or violation that Proposer may receive after the Proposal opening date and during the time of performance of any contract awarded to Proposers.

3.20 SIGNATURE REQUIRED

All proposals must be signed with the firm name and by an officer or employee having authority to bind the company or firm by his signature. FAILURE TO PROPERLY SIGN PROPOSAL SHALL INVALIDATE SAME, AND IT MAY NOT BE CONSIDERED FOR AWARD.

The individual executing this Bid on behalf of the Company warrant to the City that the Company is authorized to do business in the State of Florida, is in good standing and that Company possesses all of the required licenses and certificates of competency required by the State of Florida and Broward County to provide the goods or perform the services herein described.

The signed bid shall be considered an offer on the part of the bidder or contractor, which offer shall be deemed accepted upon approval by the City Commission of the City of Pembroke Pines and in case of default on the part of the bidder or contractor after such acceptance, the City of Pembroke Pines may take such action as it deems appropriate including legal action for damages or specific performance.

3.21 MANUFACTURER'S CERTIFICATION

The City of Pembroke Pines reserves the right to request from bidder separate manufacturer certification of all statements made in the proposal.

3.22 MODIFICATION OR WITHDRAWAL OF PROPOSAL

The City recommends for proposers to submit their proposals as soon as they are ready to do so. Please allow ample time to submit your proposals on the BidSync website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals.

3.23 PUBLIC BID; BID OPENING AND GENERAL EXEMPTIONS

All submittals received by the deadline will be recorded, and will subsequently be publicly opened on the same business day at 2:30 p.m. at the office of the City Clerk, 10100 Pines Boulevard, Pembroke Pines, FL.

All Proposals received from Proposers in response to the solicitation will become the property of CITY and will not be returned to the Proposers. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of CITY. Proposers are requested to identify specifically any information contained in their Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

Pursuant to Section 119.071 of the Florida Statutes, sealed bids, proposals, or replies received by a Florida public agency shall remain exempt from disclosure until an intended decision is announced or until 30 days from the opening, whichever is earlier.

Therefore, bidders will not be able to procure a copy of their competitor's bids until an intended decision is reached or 30 days has elapsed since the time of the bid opening.

However, pursuant to Section 255.0518 of the Florida Statutes, when opening sealed bids that are received pursuant to a competitive solicitation for **construction or repairs on a public building or public work**, the entity shall:

(a) Open the sealed bids at a public meeting.
(b) Announce at that meeting the name of each bidder and the price submitted in the bid.

(c) Make available upon request the name of each bidder and the price submitted in the bid.

For solicitations that are **not** for **"construction or repairs on a public building or public work"** the City shall not reveal the prices submitted in the bids until an intended decision is announced or until 30 days from the opening, whichever is earlier.

3.24 RESERVATIONS FOR REJECTION AND AWARD

The City of Pembroke Pines reserves the right to accept or reject any and all bids or parts of bids, to waive irregularities and technicalities, and to request rebids. The City also reserves the right to award a contract on such items(s) or service(s) the City deems will best serve its interests. All bids shall be awarded to the most responsive/responsible bidder, provided the (City) may for good cause reject any bid or part thereof. It further reserves the right to award a contract on a split order basis, or such combinations as shall best serve the interests of the City unless otherwise specified. No premiums, rebates or gratuities permitted, either with, prior to, or after award. This practice shall result in the cancellation of said award and/or return of items (as applicable) and the recommended removal of bidder from bid list(s).

3.25 BID PROTEST

Any protests or challenges to this competitive procurement shall be governed by Section 35.38 of the City's Code of Ordinances.

3.26 INDEMNIFICATION

The Successful Proposer shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the subsequent indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.

CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Successful Proposer under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive City's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

Additional indemnification requirements may be included under Special Terms and Conditions and/or as part of a specimen contract included in the solicitation package.

General Indemnification: To the fullest extent permitted by laws and regulations, Successful Proposer shall indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, harmless from any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential arising out of or in consequential arising out of or alleged to have arisen out of or in consequence of the products, goods or services furnished by or operations of the Successful Proposer or his subcontractors, agents, officers, employees or independent contractors pursuant to or in the performance of the Contract.

Patent and Copyright Indemnification: Successful Proposer agrees to indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any invention, process, material, property or other work manufactured or used in connection with the performance of the Contract, including its use by CITY.

3.27 DEFAULT PROVISION

In the case of default by the bidder or contractor, the City of Pembroke Pines may procure the articles or services from any

other sources and hold the bidder or contractor responsible for any excess costs occasioned or incurred thereby.

The City shall be the sole judge of nonperformance, which shall include any failure on the part of the successful Bidder to accept the Award, to furnish required documents, and/or to fulfill any portion of the contract within the time stipulated. Upon default by the successful Bidder to meet any terms of this agreement, the City will notify the Bidder five (5) days (weekends and holidays excluded) to remedy the default. Failure on the Contractor's part to correct the default within the required five (5) days shall result in the contract being terminated and upon the City notifying in writing the Contractor of its intentions and the effective date of the termination. The following shall constitute default:

A. Failure to perform the Work required under the contract and/or within the time required or failing to use the subcontractor, entities and personnel as identified and set forth, and to the degree specified in the contract.

B. Failure to begin the Work under this Bid within the time specified.

C. Failure to perform the Work with sufficient Workers and equipment or with sufficient materials to ensure timely completion.

D. Neglecting or refusing to remove materials or perform new Work where prior Work has been rejected as non-conforming with the terms of the contract.

E. Becoming insolvent, being declared bankrupt, or committing act of bankruptcy or insolvency, or making an assignment renders the successful Bidder incapable of performing the Work in accordance with and as required by the contract.

F. Failure to comply with any of the terms of the contract in any material respect.

In the event of default of a contract, the successful Bidder shall pay all attorney's fees and court costs incurred in collecting any damages. The successful Bidder shall pay the City for any and all costs incurred in ensuing the completion of the project.

Additional provisions may be included in the specimen contract.

3.28 ACCEPTANCE OF MATERIAL

The material delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material and/or services is made and thereafter accepted to the satisfaction of the City and must comply with the terms herein, and be fully in accord with specifications and of the highest quality. In the event the material and/or services supplied to the City are found to be defective or do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return product to seller at the sellers expense.

3.29 LOCAL GOVERNMENT PROMPT PAYMENT ACT

The City complies with Florida Statute 218.70, Florida Prompt Payment Act.

CONTACT INFORMATION FORM

IN ACCORDANCE WITH **"RFP # TS-16-03"** dated **July 12, 2016** titled **"Fire Department Records Management System"** attached hereto as a part hereof, the undersigned submits the following:

A) Contact Information

The Contact information form shall be electronically signed by one duly authorized to do so, and in case signed by a deputy or subordinate, the principal's properly written authority to such deputy or subordinate must accompany the proposal. This form must be completed and submitted through www.bidsync.com as part of the bidder's submittal. The vendor must provide their pricing through the designated lines items listed on the BidSync website.

COMPANY INFORMATION:

COMPANY: _____

STREET ADDRESS: _____

CITY, STATE & ZIP CODE: _____

PRIMARY CONTACT FOR THE PROJECT:

NAME: _____TITLE: _____

E-MAIL: _____

TELEPHONE: _____ FAX: _____

AUTHORIZED APPROVER:

NAME: _____TITLE: _____

E-MAIL: _____

TELEPHONE: _____ FAX: _____

SIGNATURE: _____

B) Proposal Form

A. Purchase Option

1) Cost to provide a Records Management System for the City's Fire Department including all software and related services for the setup, customization, installation, training, implementation and the initial year of maintenance and support of the system, as specified in the RFP. $ _____

2) Additional cost (if any) and explanation of cost. $ _____

B. Financing Option

1) Principal amount to be financed (this should match the amount stated in the purchase option listed above for the cost to provide the system including all software and related services for the setup, customization, installation, training, implementation and the initial year of maintenance and support of the system) $ _____

2) Interest rate _____ %

3) Monthly payment $ _____

4) Length of the financing _____ months

5) Terms for early pay-off, such as penalty _____

_____

_____

6) Late fees _____

_____

_____

7) Additional cost (if any) and explanation of cost. $ _____

_____

_____

C. Lease Option

1) Monthly lease payment $ _____

2) Length of the lease _____ months

3) Implied interest rate _____ %

4) Optional Purchase Price to acquire the system at the end of the lease $ _____

5) Additional cost (if any) and explanation of cost. $ _____

_____

_____

D. Additional Information

1) Cost of annual maintenance and support after the first year of service.

$ _____ for year two

$ _____ for year three

$ _____ for year four

$ _____ for year five

$ _____ for year six

3) These prices are valid for _____ calendar days after the bid has been opened. Please note: This must be greater than or equal to 120 calendar days after the bid opening.

4) Anticipated number of business days that it will take to complete the overall project. _____ business days

(OFFICE USE ONLY) Vendor number: _____

Please complete this vendor information form entirely along with the IRS Form W-9, scan and upload it to the www.bidsync.com

Vendor Information Form

Operating Name (Payee)			
Legal Name (as filed with IRS)			
Remit-to Address (For Payments)			
Remit-to Contact Name:		**Title:**	
Email Address:			
Phone #:		**Fax #**	
Order-from Address (For purchase orders)			
Order-from Contact Name:		**Title:**	
Email Address:			
Phone #:		**Fax #**	
Return-to Address (For product returns)			
Return-to Contact Name		**Title:**	
Email Address:			
Phone #:		**Fax #**	
Payment Terms:			

Type of Business (please check one and provide Federal Tax identification or social security Number)

- ☐ **Corporation** — **Federal ID Number:** _____
- ☐ **Sole Proprietorship/Individual** — **Social Security No.:** _____
- ☐ **Partnership**
- ☐ **Health Care Service Provider**
  - ☐ **LLC – C (C corporation) – S (S corporation) – P (partnership)**
- ☐ **Other (Specify):** _____

Name of Applicant / Signature _____

Title of Applicant _____ **Date** _____

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See **Specific Instructions** on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number
☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here **Signature of U.S. person ▶** **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor[2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity[4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov.* You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

NON-COLLUSIVE AFFIDAVIT

BIDDER is the _____,
(Owner, Partner, Officer, Representative or Agent)

BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached Bid or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

Printed Name/Signature _____

Title _____

Name of Company _____

SWORN STATEMENT
ON PUBLIC ENTITY CRIMES
UNDER FLORIDA STATUTES CHAPTER 287.133(3)(a).

1. This sworn statement is submitted _____ (name of entity submitting sworn statement) whose business address is _____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. My name is _____ and my
(Please print name of individual signing)

relationship to the entity named above is _____.

3. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that a "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

5. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

    1. A predecessor or successor of a person convicted of a public entity crime: or

    2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The Cityship by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

6. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to

enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

7. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Please indicate which statement applies.)**

☐ A) Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ B) The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **(Please indicate which additional statement applies.)**

☐ B1) There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **(Please attach a copy of the final order.)**

☐ B2) The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **(Please attach a copy of the final order.)**

☐ B3) The person or affiliate has not been placed on the convicted vendor list. **(Please describe any action taken by or pending with the Department of General Services.)**

Bidder's Name/Signature	Company	Date

LOCAL VENDOR PREFERENCE CERTIFICATION

SECTION 1 GENERAL TERM

LOCAL PREFERENCE

The evaluation of competitive bids is subject to section 35.36 of the City's Procurement Procedures which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation. A local business shall be defined as:

1. "Local Pembroke Pines Vendor" shall mean a business entity which has maintained a permanent place of business with full-time employees within the City limits for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the City of Pembroke Pines.

OR;

2. "Local Broward County Vendor" shall mean or business entity which has maintained a permanent place of business with full-time employees within the Broward County limits for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the Broward County or the city within Broward County where the business resides.

A preference of five percent (5%) of the total evaluation point, or five percent (5%) of the total price, shall be given to the **Local Pembroke Pines Vendor(s);** A preference of two and a half percent (2.5%) of the total evaluation point for local, or two and a half percent (2.5%) of the total price, shall be given to the **Local Broward County Vendor(s)**.

COMPARISON OF QUALIFICATIONS

The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preference established in no way prohibit the right of the city from giving any other preference permitted by law instead of the preferences granted, nor prohibit the city to select the bid or proposal which is the most responsible and in the best interests of the city.

SECTION 2 AFFIRMATION

LOCAL PREFERENCE CERTIFICATION:

☐ Place a check mark here only if affirming bidder meets requirements above as a Local Pembroke Pines Vendor.
In addition, the business must attach a current business tax receipt from the City of Pembroke Pines along with any previous business tax receipts to indicate that the business entity has maintained a permanent place of business for a minimum of one (1) year.

☐ Place a check mark here only if affirming bidder meets requirements above as a Local Broward County Vendor.
In addition, the business must attach a current business tax receipt from the Broward County or the city within Broward County where the business resides along with any previous business tax receipts to indicate that the business entity has maintained a permanent place of business for a minimum of one (1) year.

☐ Place a check mark here only if affirming bidder does not meet the requirements above as a Local Vendor.

Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for

Local Preference. This form must be completed by/for the proposer; the proposer <u>WILL NOT</u> qualify for Local Vendor Preference based on their sub-contractors' qualifications.

COMPANY NAME:

PRINTED NAME / AUTHORIZED SIGNATURE:

VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION

SECTION 1 GENERAL TERM

VETERAN OWNED SMALL BUSINESS (VOSB) PREFEREENCE

The evaluation of competitive bids is subject to section 35.37 of the City's Procurement Procedures which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to veteran owned small businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with the following objective criteria as of the bid or proposal submission date stated in the solicitation. A veteran owned small business shall be defined as:

1. "Veteran Owned Small Business" shall mean a business entity which has received a "Determination Letter" from the United States Department of Veteran Affairs Center for Verification and Evaluation notifying the business that they have been approved as a Veteran Owned Small Business (VOSB).

A preference of two and a half percent (2.5%) of the total evaluation point, or two and a half percent (2.5%) of the total price, shall be given to the **Veteran Owned Small Business (VOSB)**. This shall mean that if a **VOSB** submits a bid/quote that is within 2.5% of the lowest price submitted by any vendor, the **VOSB** shall have an option to submit another bid which is at least 1% lower than the lowest responsive bid/quote. If the **VOSB** submits a bid which is at least 1% lower than that lowest responsive bid/quote, then the award will go to the **VOSB**. If not, the award will be made to the vendor that submits the lowest responsive bid/quote. If the lowest responsive and responsible bidder IS a **"Local Pembroke Pines Vendor" (LPPV)** or a **"Local Broward County Vendor" (LBCV)** as established in Section 35.36 of the City's Code of Ordinances, entitled "Local Vendor Preference", then the award will be made to that vendor and no other bidders will be given an opportunity to submit additional bids as described herein.

If there is a **LPPV**, a **LBCV**, and a **VOSB** participating in the same bid solicitation and all three vendors qualify to submit a second bid, the **LPPV** will be given first option. If the **LPPV** cannot beat the lowest bid received by at least 1%, an opportunity will be given to the **LBCV**. If the **LBCV** cannot beat the lowest bid by at least 1%, an opportunity will be given to the **VOSB**. If the **VOSB** cannot beat the lowest bid by at least 1%, then the bid will be awarded to the lowest bidder.

If multiple **VOSBs** submit bids/quotes which are within 2.5% of the lowest bid/quote and there are no **LPPV** or **LBCV** as described in Section 35.36 of the City's Code of Ordinance, entitled "Local Vendor Preference", then all **VOSBs** will be asked to submit a **Best and Final Offer (BAFO)**. The award will be made to the **VOSB** submitting the lowest **BAFO** providing that that **BAFO** is at least 1% lower than the lowest bid/quote received in the original solicitation. If no **VOSB** can beat the lowest bid/quote by at least 1%, then the award will be made to the lowest responsive bidder.

COMPARISON OF QUALIFICATIONS

The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preference established in no way prohibit the right of the city from giving any other preference permitted by law instead of the preferences granted, nor prohibit the city to select the bid or proposal which is the most responsible and in the best interests of the city.

SECTION 2 AFFIRMATION

VETERAN OWNED SMALL BUSINESS (VOSB) PREFEREENCE CERTIFICATION:

☐ Place a check mark here only if affirming bidder meets requirements above as a Veteran Owned Small Business.
In addition, the bidder must attach the "Determination Letter" from the U.S. Dept. of Veteran Affairs Center.

☐ Place a check mark here only if affirming bidder does not meet the requirements above as a VOSB.

Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for VOSB Preference. This form must be completed by/for the proposer; the proposer WILL NOT qualify for VOSB Preference based on their sub-

contractors' qualifications.

COMPANY NAME:

PRINTED NAME / AUTHORIZED SIGNATURE:

EQUAL BENEFITS CERTIFICATION FORM
FOR DOMESTIC PARTNERS AND ALL MARRIED COUPLES

Except where federal or state law mandates to the contrary, a Contractor awarded a Contract pursuant to a competitive solicitation shall provide benefits to Domestic Partners and spouses of its employees, irrespective of gender, on the same basis as it provides benefits to employees' spouses in traditional marriages.

The Contractor shall provide the City and/or the City Manager or his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this section, and upon request shall provide evidence that the Contractor is in compliance with the provisions of this section upon each new bid, contract renewal, or when the City Manager has received a complaint or has reason to believe the Contractor may not be in compliance with the provisions of this section. Records shall include but not be limited to providing the City and/or the City Manager or his/her designee with certified copies of the Contractor's records pertaining to its benefits policies and its employment policies and practices.

The Contractor must conspicuously make available to all employees and applicants for employment the following statement:

> **"During the performance of a contract with the City of Pembroke Pines, Florida, the Contractor will provide Equal Benefits to its employees with spouses, as defined by Section 35.39 of the City's Code of Ordinances, and its employees with Domestic Partners and all Married Couples".**

The posted statement must also include a City contact telephone number and email address which will be provided to each contractor when a covered contract is executed.

SECTION 1 DEFINITIONS

1. **Benefits** means the following plan, program or policy provided or offered by a contractor to its employees as part of the employer's total compensation package which may include but is not limited to sick leave, bereavement leave, family medical leave, and health benefits.

2. **Cash Equivalent** mean the amount of money paid to an employee with a domestic partner or spouse in lieu of providing benefits to the employee's domestic partner or spouse. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee for his or her spouse from a traditional marriage.

3. **Covered Contract** means a contract between the City and a contractor awarded subsequent to the date when this section becomes effective valued at over $25,000 or the threshold amount required for competitive bids as required in section 35.18(A) of the Procurement Code.

4. **Domestic Partner** shall mean any two (2) adults of the same or different sex who have registered as domestic partners with a governmental body pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at least one of the domestic partners. A contractor may institute an internal registry to allow for the provision of equal benefits to employees with domestic partners who do not register their partnerships pursuant to a governmental body authorizing such registration, or who are located in a jurisdiction where no such governmental domestic partnership registry exists. A contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by the City of Pembroke Pines.

5. **Equal benefits** means the equality of benefits between employees with spouses and/or dependents of spouses and employees with domestic partners and/or dependents of domestic partners, and/or between

spouses of employees and/or dependents of spouses and domestic partners of employees and/or dependents of domestic partners.

6. **Spouse** means one member of a married pair legally married under the laws of any state within the United States of America or any other jurisdiction under which such marriage is legally recognized, irrespective of gender.

7. **Traditional marriage** means a marriage between one man and one woman.

SECTION 2 CERTIFICATION OF CONTRACTOR

The firm providing a response, by virtue of the signature below, certifies that it is aware of the requirements of Section 35.39 "City Contractors providing Equal Benefits for Domestic Partners and all Married Couples" of the City's Code of Ordinances, and certifies the following (**Check only one box below)**:

☐ **A.** Contractor currently complies with the requirements of this section; or

☐ **B.** Contractor will comply with the conditions of this section at the time of contract award; or

☐ **C.** Contractor will not comply with the conditions of this section at the time of contract award: or

☐ **D.** Contractor does not comply with the conditions of this section because of the following allowable exemption **(Check only one box below):**

☐ **1.** The Contractor does not provide benefits to employees' spouses in traditional marriages;

☐ **2.** The Contractor provides an employee the cash equivalent of benefits because the Contractor is unable to provide benefits to employees' Domestic Partners or spouses despite making reasonable efforts to provide them. To meet this exception, the Contractor shall provide a notarized affidavit that it has made reasonable efforts to provide such benefits. The affidavit shall state the efforts taken to provide such benefits and the amount of the cash equivalent. Cash equivalent means the amount of money paid to an employee with a Domestic Partner or spouse rather than providing benefits to the employee's Domestic Partner or spouse. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee's spouse;

☐ **3.** The Contractor is a religious organization, association, society, or any non-profit charitable or educational institution or organization operated supervised or controlled by or in conjunction with a religious organization, association, or society;

☐ **4.** The Contractor is a governmental agency;

The certification shall be signed by an authorized officer of the Contractor. Failure to provide such certification (by checking the appropriate boxes above along with completing the information below) shall result in a Contractor being deemed non-responsive.

COMPANY NAME: _____

AUTHORIZED OFFICER NAME / SIGNATURE: _____

PROPOSER'S QUALIFICATIONS STATEMENT

PROPOSER shall furnish the following information. Failure to comply with this requirement will render Bid non-responsive and shall cause its rejection. Additional sheets shall be attached as required.

PROPOSER'S Name and Principal Address:

Contact Person's Name and Title:

Contact Person's E-mail Address:

PROPOSER'S Telephone and Fax Number:

PROPOSER'S License Number:

(Please attach certificate of status, competency, and/or state registration.)

PROPOSER'S Federal Identification Number:

Number of years your organization has been in business

State the number of years your firm has been in business under your present business name

State the number of years your firm has been in business in the work specific to this solicitation:

Names and titles of all officers, partners or individuals doing business under trade name:

The business is a: Sole Proprietorship ☐ Partnership ☐ Corporation ☐

IF USING A FICTITIOUS NAME, SUBMIT EVIDENCE OF COMPLIANCE WITH FLORIDA FICTITIOUS NAME STATUTE. (ATTACH IN PROPOSER EXHIBIT SECTION)

Under what former name has your business operated? Include a description of the business. Failure to include such information shall be deemed to be intentional misrepresentation by the City and shall render the proposer RFP submittals non-responsive.

At what address was that business located?

Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract:

Have you ever failed to complete work awarded to you. If so, when, where and why?

Have you personally inspected the proposed WORK and do you have a complete plan for its performance?

Will you subcontract any part of this WORK? If so, give details including a list of each sub-contractor(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each subcontractor(s).

The foregoing list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the Contract Administrator, whose approval shall not be reasonably withheld.

List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

List and describe all successful Bond claims made to your surety (ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Proposer and its predecessor organization(s).

List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organizations(s) during the last (10) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.

List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants.

Has the Proposer, its principals, officers or predecessor organization(s) been CONVICTED OF A Public Entity Crime, debarred or suspended from bidding by any government entity? If so, provide details.

Are you an ☐ Original provider ☐ sales representative ☐ distributor, ☐ broker, ☐ manufacturer ☐ other, of the commodities/services proposed upon? If other than the original provider, explain below.

Have you ever been debarred or suspended from doing business with any governmental agency? If yes, please explain:

Describe the firm's local experience/nature of service with contracts of similar size and complexity, it the previous three (3) years:

The PROPOSER acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by CITY in awarding the contract and such information is warranted by PROPOSER to be true. The discovery of any omission or misstatement that materially affects the PROPOSER'S qualifications to perform under the contract shall cause the CITY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

(Company Name)

(Printed Name/Signature)

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD[YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

YOUR COMPANY NAME HERE

INSURER A:
INSURER B,
INSURER C,
INSURER D,
INSURER E,

Companies providing coverage

COVERAGES

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. AG6REGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DDIYY)	POLICY EXPIRATION DATE (MM/DDIYY)	LIMITS	
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: policy project loc	**Must Include General Liability**			EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
					GENERAL AGGREGATE	$
					PRODUCTS - COMP/OP AGG	$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	**SAMPLE CERTIFICATE**				
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT	$
					OTHER THAN AUTO ONLY: EA ACC	$
					AGG	$
	EXCESS LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE	$
					AGGREGATE	$
						$
						$
						$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS / OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE - EA EMPLOYEE	$
					E.L. DISEASE - POLICY LIMIT	$
	OTHER					

Certificate must contain wording similar to what appears below

DESCRIPTION OF OPERATIONS/LOCATIONSIVEHICLES/EXCL

"THE CERTIFICATE HOLDER IS NAMED AS ADDITIONALLY INSURED WITH REGARD TO GENERAL LIABILITY"

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION AIL 30 DAYS WRITTEN LEFT.

City of Pembroke Pines
10100 Pines Boulevard
Pembroke Pines FL 33026

City Must Be Named as Certificate Holder

AUTHORIZED REPRESENTATIVE

ACORD 25-S (7/97)

(DACORD CORPORATION 1988

AGREEMENT

THIS IS AN AGREEMENT, dated the _____ day of _____, 20_____, by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation of the State of Florida with a business address of 10100 Pines Boulevard, Pembroke Pines, Florida 33026 hereinafter referred to as "CITY",

and

[VENDOR NAME]., a company authorized to do business in the State of Florida, with a business address of **[VENDOR ADDRESS]**, hereinafter referred to as "CONTRACTOR".

W I T N E S S E T H:

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

ARTICLE 1
PREAMBLE

In order to establish the background, context and form of reference for this Agreement, and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow, and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 On **[DATE]**, the CITY advertised its notice to bidders of the CITY's desire to hire a firm to **[DESCRIPTION OF PROJECT]** as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

[BID NUMBER]
[BID TITLE]

1.2 On **[DATE]**, the bids were opened at the offices of the City Clerk.

1.3 On **[DATE]**, the CITY awarded the bid to CONTRACTOR and authorized the proper CITY officials to negotiate and enter into an agreement with CONTRACTOR to render the services more particularly described herein below.

1.4 Negotiations pertaining to the services to be performed by the CONTRACTOR were undertaken and this Agreement incorporates the results of such negotiation.

ARTICLE 2
SERVICES AND RESPONSIBILITIES

2.1 CONTRACTOR hereby agrees to perform the services for the **[BRIEF EXPLANATION OF PROJECT]**, as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, ("Property") in accordance with the Scope of Services outlined in the specifications, "**[BID NUMBER]**," attached hereto and made a part hereof as **Exhibit "A"** and CONTRACTOR's response thereto, attached hereto and made a part hereof as **Composite Exhibit "B"**. CONTRACTOR agrees to do everything required by this Agreement, the Sealed Bid Package, Addenda to this Agreement, and Commission award complete with proposal form.

2.2 CONTRACTOR shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.

2.3 CONTRACTOR shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. CONTRACTOR shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. CONTRACTOR shall at all times have a competent field supervisor on the job site to enforce these policies and procedures at the CONTRACTOR'S expense.

2.4 CONTRACTOR shall schedule regular meetings with the CITY representatives at least once a month to discuss the progress of the work and maintenance of the **[DESCRIPTION OF PROJECT]**, as more specifically described in Exhibit A.

2.5 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

2.6 CONTRACTOR hereby represents to CITY that CONTRACTOR is properly licensed by the applicable federal, state, and local agencies to provide the services under this Agreement. Furthermore, CONTRACTOR agrees to maintain such licenses during the term of this Agreement. If CONTRACTOR's license is revoked, suspended, or terminated for any reason by any governmental agency, CONTRACTOR shall notify the CITY immediately.

2.7 CONTRACTOR shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to CONTRACTOR, its employees, agents or subcontractors, if any, with respect to the work and services described herein. A violation of any federal, state, or local law or regulation may be cause for breach, allowing the CITY to terminate this Agreement.

ARTICLE 3
TERM AND TERMINATION

3.1 CONTRACTOR shall perform the maintenance services associated with the Property as identified in **Exhibit "A"** attached hereto and made part hereof, for an initial two (2) year period commencing on _____and ending on _____.

3.2 This Agreement may be renewed for two (2) additional two (2) year terms upon mutual consent, evidenced by a written Amendment to this Agreement extending the term thereof.

3.3 *Termination for Convenience:* This Agreement may be terminated by CITY for convenience, upon thirty (30) business days of written notice by the terminating party to the other party for such termination in which event CONTRACTOR shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that CONTRACTOR abandons this Agreement or causes it to be terminated, CONTRACTOR shall indemnify CITY against loss pertaining to this termination.

3.4 *Default by CONTRACTOR*: In addition to all other remedies available to CITY, this Agreement shall be subject to cancellation by CITY for cause, should CONTRACTOR neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by CONTRACTOR of written notice of such neglect or failure.

ARTICLE 4
COMPENSATION AND METHOD OF PAYMENT

4.1 The CITY hereby agrees to compensate CONTRACTOR for all services performed by CONTRACTOR pursuant to the provisions of this Agreement.

4.2 Based on a LUMP SUM FEE OF AN AMOUNT NOT TO EXCEED **[WRITTEN AMOUNT]** DOLLARS ($**[NUMERICAL AMOUNT]**), which includes an owner's contingency fee of **[WRITTEN AMOUNT]** DOLLARS ($**[NUMERICAL AMOUNT]**), payable in monthly payments for actual services performed for maintenance services. Future price adjustments, up or down shall be based on a nationally recognized or published index, including fuel surcharge adjustments, relevant to providing these services.

4.3 The CITY shall within thirty (30) days, from the date the City's Public Service Director approves the Application for Payment, pay the CONTRACTOR the amount approved by the City Public Services Director or his or her assignees.

4.4 All payments shall be governed by the Florida Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

ARTICLE 5
CHANGES IN SCOPE OF WORK

5.1 CITY or CONTRACTOR may request changes that would increase, decrease, or otherwise modify the Scope of Services, as described in **Exhibit "A,"** to be provided under this Agreement as described in Article 2 of this Agreement. These changes will affect the monthly compensation accordingly. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY, and must be contained in a written amendment, executed by the parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

5.2 In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 6
PERFORMANCE BOND

6.1 At the time of the execution of this Agreement, CONTRACTOR shall have in effect a Performance Bond guaranteeing to the CITY the completion and performance of the Scope of Services and work covered in this Agreement. The Performance Bond shall at all times be valid and in force to cover the Work being performed. The Performance Bond shall be executed by a Surety Company approved by the U.S. Treasury Department, licensed to do business in the State of Florida, and having a registered agent in Broward County.

6.2 The CONTRACTOR agrees to keep such Bonds, or a replacement thereof, in force at all times during the course of performance of this Agreement. In addition to the foregoing requirements, such Bond shall contain provisions, whether by attaching endorsements or supplemental agreements, guaranteeing to the CITY the completion of services of the performance of this Agreement. CONTRACTOR may comply with the requirements of this provision by causing said Bond to specifically name the CITY as one of the parties to whom the protection afforded by said Bond is extended or as an alternative, may furnish the CITY with a separate Performance Bond meeting the same criteria provided above.

ARTICLE 7
INDEMNIFICATION

7.1 The CONTRACTOR shall indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants, assigns and employees, from and against any and all claims, demands, or causes of action whatsoever, and the resulting losses, costs, expenses, reasonable attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the CITY or any third party arising out of, by reason of, or resulting from the CONTRACTOR's acts, errors, or omissions or the failure of the CONTRACTOR to take out and maintain insurance as required under this Agreement.

7.2 Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

7.3 CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR.

7.4 Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or §768.28, Florida Statutes, as may be amended from time to time.

ARTICLE 8
INSURANCE

8.1 The CONTRACTOR shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the CONTRACTOR or its employees, agents, servants, partners principals or subcontractors. The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

8.2 CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONTRACTOR allow any subcontractor to commence work on his subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

8.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the City's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

8.4 Policies shall be endorsed to provide the CITY thirty (30) days notice of cancellation or the CONTRACTOR shall obtain written agreement from its Agent to provide the CITY thirty (30) days notice of cancellation.

8.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the

event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONTRACTOR shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

8.6 REQUIRED INSURANCE

8.6.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - $1,000,000
2. Fire Damage Limit (Damage to rented premises) - $100,000
3. Personal & Advertising Injury Limit - $1,000,000
4. General Aggregate Limit - $2,000,000
5. Products & Completed Operations Aggregate Limit - $2,000,000

Products & Completed Operations Coverage shall be maintained for two (2) years after the final payment under this contract.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage.

8.6.2 Worker's Compensation and Employers Liability Insurance covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONTRACTOR shall require the subcontractors similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Coverage for the CONTRACTOR and his subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation:	Coverage A –	Statutory
2. Employers Liability:	Coverage B	$500,000 Each Accident
		$500,000 Disease – Policy Limit
		$500,000 Disease – Each Employee

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption along with a written request for CITY to exempt CONTRACTOR, written on CONTRACTOR letterhead.

8.6.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)
   Combined Single Limit (Each Accident) - $1,000,000
2. Hired Autos (Symbol 8)
   Combined Single Limit (Each Accident) - $1,000,000
3. Non-Owned Autos (Symbol 9)
   Combined Single Limit (Each Accident) - $1,000,000

8.6.4 Professional Liability/Errors & Omissions Insurance, when applicable, with a limit of liability no less than $1,000,000 per wrongful act. This coverage shall be maintained for a period of no less than two (2) years after final payment of the contract.

8.6.5 Sexual Abuse may not be excluded from any policy.

8.7 REQUIRED ENDORSEMENTS

8.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the General Liability policies required herein
8.7.2 Waiver of all Rights of Subrogation against the CITY
8.7.3 30 Day Notice of Cancellation or Non-Renewal to the CITY
8.7.4 CONTRACTORs' policies shall be Primary & Non-Contributory
8.7.5 All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the CITY
8.7.6 The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

8.8 CONTRACTOR shall name the CITY, as an additional insured on each of the General Liability policies required herein and shall hold the CITY, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder.

8.9 Any insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.

8.10 The City reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Contract.

ARTICLE 9
NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

9.1 During the performance of the Agreement, neither CONTRACTOR nor its subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. CONTRACTOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. CONTRACTOR further agrees that he/she/it will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

ARTICLE 10
INDEPENDENT CONTRACTOR

10.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR, which policies of CONTRACTOR shall not conflict with CITY, State, H.U.D., or United States policies, rules or regulations relating to the use of CONTRACTOR's Funds provided for herein. The CONTRACTOR agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 11
UNCONTROLLABLE FORCES

11.1 Neither CITY nor CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term

"Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

11.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 12
AGREEMENT SUBJECT TO FUNDING

12.1 This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Pembroke Pines in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

ARTICLE 13
VENUE

13.1 This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement shall be in Broward County, Florida.

ARTICLE 14
SIGNATORY AUTHORITY

14.1 CONTRACTOR shall provide CITY with copies of requisite documentation evidencing that the signator for CONTRACTOR has the authority to enter into this Agreement.

ARTICLE 15
MERGER; AMENDMENT

15.1 This Agreement constitutes the entire Agreement between CONTRACTOR and CITY, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented or amended only by a written document executed by both CONTRACTOR and CITY with the same formality and equal dignity herewith.

ARTICLE 16
DEFAULT OF CONTRACT & REMEDIES

16.1.1 **Damages.** CITY reserves the right to recover any ascertainable actual damages incurred as a result of the failure of CONTRACTOR to perform in accordance with the requirements of this Agreement, or for losses sustained by CITY resultant from CONTRACTOR's failure to perform in accordance with the requirements of this Agreement.

16.1.2 **Liquidated Damages.** As a breach of the service provided by this Agreement would cause serious and substantial damage to CITY Property, and the nature of this Agreement would render it impracticable or extremely difficult to fix the actual damage sustained by CITY by such breach, it is agreed that, in case of breach of service wherein CONTRACTOR fails to maintain the Property, leaving the said property in disrepair, CITY may elect to collect liquidated damages for each such breach, and CONTRACTOR will pay CITY as liquidated damages, and not as penalty, FIVE HUNDRED DOLLARS ($500.00) for every day of such malfunction. This sum is the agreed upon amount by which CITY will be damaged by the breach of such service. An election to seek such remedies shall not be construed as a waiver of any legal remedies CITY may have as to any subsequent breach of service under this Agreement.

16.1.3 **Correction of Work.** If, in the judgment of CITY, work provided by CONTRACTOR does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, CITY reserves the right to require that CONTRACTOR correct all deficiencies in the work to bring the work into conformance without additional cost to CITY, and / or replace any personnel who fail to perform in accordance with the requirements of this Agreement. CITY shall be the sole judge of non-conformance and the quality of workmanship.

16.2 **Default of Contract.** The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by CONTRACTOR:

16.2.1. The abandonment of the Property by CONTRACTOR for a period of more than seven (7) business days.

16.2.2 The abandonment, unnecessary delay, refusal of, or failure to comply with any of the terms of this Agreement or neglect, or refusal to comply with the instructions of the Public Services Director relative thereto.

16.2.3. The failure by CONTRACTOR to observe or perform any of the terms, covenants, or conditions of this Agreement to be observed or performed by CONTRACTOR, where such failure shall continue for a period of seven (7) days after written notice thereof by CITY to CONTRACTOR; provided, however, that if the nature of CONTRACTOR's default is such that more than seven (7) days are reasonably required for its cure, then CONTRACTOR shall not be deemed to be in default if CONTRACTOR commences such cure within said seven (7) day period and thereafter diligently prosecutes such cure to completion.

16.2.4. The assignment and/or transfer of this Agreement or execution or attachment thereon by CONTRACTOR or any other party in a manner not expressly permitted hereunder.

16.2.5. The making by CONTRACTOR of any general assignment or general arrangement for the benefit of creditors, or the filing by or against CONTRACTOR of a petition to have CONTRACTOR adjudged a bankruptcy, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against CONTRACTOR, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where possession is not restored to CONTRACTOR within thirty (30) days; for attachment, execution or other judicial seizure of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where such seizure is not discharged within thirty (30) days.

16.3 **Remedies in Default.** In case of default by CONTRACTOR, CITY shall notify CONTRACTOR, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct him to comply with all provisions of the Agreement. A copy of such written notice shall be mailed to the Surety on the Performance Bond. If the abandonment, delay, refusal, failure, neglect or default is not cured within seven (7) days of when notice was sent by CITY, CITY may declare a default of the Agreement and notify CONTRACTOR of such declaration of default and terminate the Agreement. The Surety on the Performance Bond shall within ten (10) days of such declaration of default, rectify or cause to be rectified any mismanagement or breach of service in the Agreement and assume the work of CONTRACTOR and proceed to perform services under the Agreement, at its own cost and expense.

16.3.1. Upon such declaration of default, all payments remaining due CONTRACTOR at the time of default, less all sums due CITY for damages suffered, or expenses incurred by reason of default, shall be due and payable to Surety. Thereafter the Surety shall receive monthly payments equal to those that would have been paid by the CONTRACTOR has the CONTRACTOR continued to perform the services under the Agreement.

16.3.2. If such Surety fails to perform, the CITY may complete the Agreement, or any part thereof, either by day labor or re-letting a contract for the same, and procure the equipment and the facilities necessary for the completion of the Agreement, and charge the cost of same to CONTRACTOR and/or the Surety together with the costs incident thereto to such default.

16.3.3. In the event CITY completes the Agreement at a lesser cost than would have been payable to CONTRACTOR under this Agreement, if the same had been fulfilled by CONTRACTOR, CITY shall retain such differences. Should such cost to CITY be greater, CONTRACTOR shall pay the amount of such excess to the CITY.

ARTICLE 17
BANKRUPTCY

17.1 It is agreed that if CONTRACTOR is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the date and at the time the bankruptcy petition is filed.

ARTICLE 18

DISPUTE RESOLUTION

18.1 **Arbitration.** In addition to any other remedy provided hereunder, CITY, at its option, may use arbitration to resolve any controversy or claim arising out of or relating to this Agreement if arbitration is elected by CITY. Any controversy or claim arising out of or relating to this Agreement, or breach thereof, may be settled by arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered by the arbitrators may be entered into by any court having jurisdiction thereof. In the event arbitration is elected by CITY, such controversy or claim shall be submitted to one arbitrator selected from the National Panel of The American Arbitration Association.

18.2 **Operations During Dispute.**

18.2.1 In the event that a dispute, if any, arises between CITY and CONTRACTOR relating to this Agreement, performance or compensation hereunder, CONTRACTOR shall continue to render service in full compliance with all terms and conditions of this Agreement as interpreted by CITY regardless of such dispute.

18.2.2 CONTRACTOR expressly recognizes the paramount right and duty of CITY to provide adequate maintenance of CITY's Property, and further agrees, in consideration for the execution of this Agreement, that in the event of such a dispute, if any, it will not seek injunctive relief in any court, but will negotiate with CITY for an adjustment on the matter or matters in dispute and, upon failure of said negotiations to resolve the dispute, may present the matter to a court of competent jurisdiction in an appropriate suit therefore instituted by it or by CITY.

18.2.3 Notwithstanding the other provisions in this Section, CITY reserves the right to terminate the Agreement at any time, whenever the service provided by CONTRACTOR fails to meet reasonable standards of the trade after CITY gives written notice to the CONTRACTOR of the deficiencies as set forth in the written notice within fourteen calendar (14) days of the receipt by CONTRACTOR of such notice from CITY.

ARTICLE 19
PUBLIC RECORDS

19.1 The City of Pembroke Pines is public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

19.1.1 Keep and maintain public records required by the CITY to perform the service;

19.1.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;

19.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining in its possession after the CONTRACTOR transfers the records in its possession to the CITY; and

19.1.4 Upon completion of the contract, CONTRACTOR shall transfer to the CITY, at no cost to the CITY, all public records in CONTRACTOR's possession. All records stored electronically by the CONTRACTOR must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

19.2 The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the CITY shall enforce the Default in accordance with the provisions set forth in **Article 16**.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

CITY CLERK
10100 PINES BOULEVARD, 5th FLOOR
PEMBROKE PINES, FL 33026
(954) 450-1050
mgraham@ppines.com

ARTICLE 20
MISCELLANEOUS

20.1 **Ownership of Documents.** Reports, surveys, studies, and other data provided in connection with this Agreement are and shall remain the property of CITY, whether or not the project for which they are made is completed.

20.2 **Legal Representation.** It is acknowledged that each party to this agreement had the opportunity to be represented by counsel in the preparation of this Agreement, and accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

20.3 **Records.** CONTRACTOR shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries.

20.4 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

20.5 **No Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

20.6 **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONTRACTOR and CITY designate the following as the respective places for giving of notice:

CITY
Charles F. Dodge, City Manager
City of Pembroke Pines
10100 Pines Boulevard
Pembroke Pines, Florida 33025
Telephone No. (954) 431-4884
Facsimile No. (954) 437-1149

Copy To:
Samuel S. Goren, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200

Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4900
Facsimile No. (954) 771-4923

Contractor [VENDOR NAME].
[VENDOR ADDRESS]
[VENDOR CITY, STATE, & ZIP CODE]
Telephone No. _____
Facsimile No. _____

20.7 **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

20.8 **Headings.** Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

20.9 **Exhibits.** Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

20.10 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

20.11 **Entire Agreement and Conflicts:** This Agreement is intended by the parties hereto to be final expression of this Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made. In the event of a conflict between this Agreement, the RFP and the CONTRACTOR's bid proposal, this Agreement shall govern, then the RFP, and then the bid proposal.

20.12 **Waiver.** Failure of CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be constructed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

20.13 **Disputes**. Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit Court in and for Broward County.

20.14 **Attorney's Fees.** In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

20.15 **Protection of City Property.** At all times during the performance of this Agreement, CONTRACTOR shall protect CITY's property from all damage whatsoever on account of the work being carried on under this Agreement.

THE REMAINDER OF THIS PAGE

HAS BEEN INTENTIONALLY LEFT BLANK

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

ATTEST:

CITY

_____

BY:_____

MARLENE D. GRAHAM,
CITY CLERK

CHARLES F. DODGE
CITY MANAGER

APPROVED AS TO FORM.

_____
OFFICE OF THE CITY ATTORNEY

CONTRACTOR

Witnesses:

[NAME OF CONTRACTOR]

_____

BY: _____
Print Name: _____
Title: _____

_____
Print Name

_____

_____
Print Name

STATE OF _____)
) ss:
COUNTY OF _____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____ of **[NAME OF CONTRACTOR]**, a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **[NAME OF CONTRACTOR]** for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____day of _____, 20___.

_____
NOTARY PUBLIC

_____
(Name of Notary Typed, Printed or Stamped)

REFERENCES FORM

Provide specific examples of similar contracts. References should be should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:

Name of Firm, City, County or Agency:

Address:

City/State/Zip:

Contact Name: Title:

E-Mail Address:

Telephone: Fax:

Project Information:

Name and location of the project:

Nature of the firm's responsibility on the project:

Project duration: Completion (Anticipated) Date:

Size of project: Cost of project:

Work for which staff was responsible:

Contract Type:

The results/deliverables of the project:

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Project duration: Completion (Anticipated) Date:

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Work for which staff was responsible:

Contract Type:

The results/deliverables of the project:

FUNCTIONAL REQUIREMENTS FORM

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1. Reporting
2. Information
J. HAZMAT
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L. Complaints
M. Messaging
N. CAD Reporting
O. Electronic Patient Care Record (ePCR)
P. Quality Assurance & Quality Improvement (QA/QI)
Q. Calendar

Company Name:

FUNCTIONAL REQUIREMENTS

The following questions relate to the functional requirements that are required in the proposed solution.

Item #	Requirement	Comply?		Exceptions and/or Comments
		Yes	No	
A. General and Core System				
1.	The proposed system must support its own fully integrated CAD system as an optional feature.			
2.	The proposer must have a documented interface to interact with Motorola Printrak CAD system or comparable CAD system.			
3.	All CAD information must be available within the system.			
4.	Every entry into the proposed system should be available on any module within the system without having to enter it again.			
5.	Any query into the system will search all modules within the system.			
6.	All of the modules in the system should be of a uniform design.			

7.	The system should be a Windows server-based system where all reports written within the system must be immediately available for review from other computers.	☐	☐	
8.	The system must be fully functional when it is installed.	☐	☐	
9.	The proposer must provide a system that eliminates redundant data entry, and allows for sharing of common files.	☐	☐	
10.	The proposer must provide a user-friendly, windows-type interface.	☐	☐	
11.	All solutions/equipment in this specification must be delivered, installed, and operational within six (6) months of the award date.	☐	☐	
12.	The proposer must include a system with a maximum response time of five (5) seconds for search/display of records.	☐	☐	
13.	The proposer must include multi-screen capability.	☐	☐	
14.	The system must have spell check and automatic field filling capability.	☐	☐	
15.	The proposer must include the capability of Report number assignment. All other modules will have access to the report number.	☐	☐	
16.	The proposer must provide a system that captures all required UDT data.	☐	☐	
17.	The proposer should include the capability to utilize electronic signature equipment (signature pad) to the maximum extent possible through-out the system.	☐	☐	
18.	The proposer must provide, as part of the maintenance agreement, software changes as required when new state or federal laws are enacted and impact such things as; data entry, reporting, security and other related areas.	☐	☐	
19.	System should permit modification of code tables without advanced database knowledge.	☐	☐	
20.	System should permit incident information entered into the County CAD system to automatically populate other reports.	☐	☐	
21.	RMS should be accessible on a Mobile Data Computer (MDC).	☐	☐	
22.	System should display a custom logo and message on initial screen prior to login.	☐	☐	
23.	System should display homepage based upon user logged in.	☐	☐	
24.	System should accelerate routine data entry tasks (i.e., workflow functionality) with the auto-fill/auto search, drop-down lists, keyboard macros, etc.	☐	☐	
25.	System should permit customization of system icons definition and configuration.	☐	☐	
26.	System should permit department to determine date format storage.	☐	☐	
27.	System should automatically adjust number sequencing for new calendar/fiscal years.	☐	☐	
28.	System should automatically account for daylight savings time and any required parameter changes to daylight savings.	☐	☐	
29.	System should generate all date and timestamps compatible for export to Excel and Access.	☐	☐	
30.	System should provide user with feedback as to the success or failure of an action.	☐	☐	
31.	System should permit user to toggle among applications in the RMS.	☐	☐	

32.	System should accept input from function keys, point and click devices, touch screen, etc.			
33.	System should permit the configuration of a default including but not limited to application settings for the homepage, color, and reverse video.			
34.	If data is maintained by vendor, data should be identified as the property of the department and must be capable of easy extraction with no additional charges for extraction. Note: Data should include images, text, etc.			
35.	System should permit a spell-check tool to alert the user of apparent misspellings.			
36.	System should permit a spell-check tool that provides alternate word choices for misspelled words.			
37.	System should permit the addition of words to spell-check dictionary.			
38.	System should permit toggling (on/off) spell-check tool.			
39.	System should permit the identification of the origin of the data from any field.			
40.	System should be capable of supporting at least 225 employees at one time.			
41.	Systems should permit code definitions for drop down menus.			
42.	System should permit maintenance of code tables.			
43.	System should permit information entered in one module to be transferrable to all other modules.			
44.	System should permit configuration of formats for dates stored.			
45.	System should permit configuration of format in displayed dates.			
46.	System should permit system to automatically adjust number sequencing for new calendar years.			
47.	System should permit seamless integration among system components.			
48.	System should permit hyperlink to related information.			
49.	System should permit launch of a third party email program when double clicking on an email address field.			
50.	System should provide user entering a new master record a notification if there is potentially an existing master record match.			
51.	Add-in tools for office components should not allow changes or deletions of data.			
52.	All archived data must be readily accessible for view, printing, and export by department administrator for historical purposes.			
53.	System should perform data validation at time of data entry.			
54.	System must support Windows features (cut/paste/select/copy/print, column sorts, etc.) on all display screens.			
55.	System should permit code table values to be designated as obsolete and unavailable for current use, preventing further entry of that value, yet retain the value in the table for inquiries on historical data.			
56.	Obsolete code table values should not be displayed on drop down lists for data entry.			
57.	System should permit an effective date for a code value in advance of the date, with the system recognizing the			

	code as valid only when the system date is equal to or after to the effective date.			
58.	System should permit code tables to be shared among application components.	☐	☐	
59.	System should notify users of code table updates upon logging onto the system after the update is made.	☐	☐	
60.	System should permit code definitions for drop down menus.	☐	☐	
61.	System should permit system administration to maintain code tables.	☐	☐	
62.	System should permit changes and additions to the code tables without modification to or recompilation of the application software.	☐	☐	
63.	System should permit the entering of a date parameter to make a code table value obsolete.	☐	☐	
64.	System should permit the entering of a date parameter to make a code table value become effective.	☐	☐	
65.	System should permit entering an effective date for a code value in advance of the date, with the system recognizing the code as valid only when the system date is equal to or after to the effective date.	☐	☐	
66.	System should permit notification to users of code table updates upon logging onto the system after the update is made.	☐	☐	
67.	System should permit notification to users of geofile updates upon logging onto the system after the update is made.	☐	☐	
68.	System must permit modification of system users by a start date and end date, including but not limited to Active, Inactive, Role, Group, etc.	☐	☐	
69.	System should permit acceptance the import of code tables from external databases (e.g., Access, Excel).	☐	☐	
70.	System should maintain messages over a department defined time period that were delivered during a log-on session for historical purposes.	☐	☐	
71.	System should permit a single master time stamp for all application components.	☐	☐	
72.	System should permit assignment of a unique identifier to each record.	☐	☐	
73.	System should permit pulling up of a record and easily see modifications made to record (before and after values), time and date stamp of last change to record, who make last change to record, etc.	☐	☐	
74.	System should permit purging of information based on criteria.	☐	☐	
75.	System should maintain historical information upon entry of updated information into a master record.	☐	☐	
76.	System should permit an interface option for the Broward County CAD System.	☐	☐	
77.	System should permit an interface between the RMS and the Pembroke Pines system to transfer building information.	☐	☐	
78.	System should transfer department defined information from the RMS to NFIRS based upon department defined intervals.	☐	☐	
79.	System should support a two-way interface between the Fire RMS and NFIRS to report and receive data electronically.	☐	☐	
80.	System should permit an interface option for the RMS/ePCR system.	☐	☐	
81.	System should import GIS data (ESRI- based) into a	☐	☐	

	geofile that can be used by the RMS.			
82.	System should support an interface between the Fire RMS and the City of Pembroke Pines Finance Systems.	☐	☐	
B. Data Entry				
83.	The records management system will provide access to the data to allow for creation of an interface with external systems when required.	☐	☐	
84.	The system, as proposed, must include immediate and full functionality, and be capable of being scalable for Pembroke Pines Fire Department across all locations.	☐	☐	
85.	Pembroke Pines Fire Department is to retain ownership of all data entered into the system. Authority regarding how the data is used will also remain with Pembroke Pines Fire Department.	☐	☐	
86.	Purging and archiving must be driven by Pembroke Pines Fire Department policy, and not by system, application or other constraints. Pembroke Pines Fire Department has the responsibility for, and must retain control of, all data archiving and purging.	☐	☐	
87.	All data in the system shall be available for review and action to any authorized Pembroke Pines Fire Department user at any location within Pembroke Pines.	☐	☐	
88.	The system should allow Pembroke Pines Fire Department to export any and all data elements. A non-proprietary database management system that allows for data portability through industry standard access protocols is required.	☐	☐	
89.	The system should provide capability of extracting data (data dump) to be used by other external systems within City of Pembroke Pines (ex. Payroll)	☐	☐	
90.	The system should provide capability of ad-hoc pay codes specific to City of Pembroke Pines	☐	☐	
91.	The system must accept data input through a variety of input devices such as keyboard data entry, laptop pc's, wireless devices, tablet pc's, barcode scanners, document scanners, and pen-tablet devices.	☐	☐	
92.	The system must have the capability to store and display graphical images in addition to providing links to images stored on third-party applications.	☐	☐	
93.	The records management system should provide a module approach that will allow the department to choose which modules are utilized by the department.	☐	☐	
94.	The system must be scalable to accommodate future expansion at all levels of the system hierarchy.	☐	☐	
95.	A complete inventory-tracking module that will be integrated with the system as a whole. This module will track inventory stocked by the department and used by staff.	☐	☐	
96.	A module that tracks employee information including employment records as well as other essential information. This module should be integrated with the system as a whole and allow authorized staff access to the information.	☐	☐	
97.	Incident Information Tracking: Track basic incident information for the purpose of billing and analysis.	☐	☐	
98.	The proposed system(s) must include all necessary components for providing Pembroke Pines Fire Department with a fully integrated (i.e. modules operate on a single database) Records Management system.	☐	☐	
99.	Although the vendor may recommend a combined or incremental approach, the vendor must provide, and describe within their proposal, a complete solution that	☐	☐	

	addresses all aspects of planning, implementation, acceptance testing, data conversion, post implementation, maintenance and disaster recovery solution.			
100.	System should permit drop down lists to incorporate NFIRS codes where applicable.	☐	☐	
101.	System should permit definition of mandatory fields in data entry screens.	☐	☐	
102.	System should prevent appearance on a data entry screen of a field for which a value should not be entered.	☐	☐	
103.	System should validate any data field that requires master index data against master indices.	☐	☐	
104.	System should advise user of data entry or command errors.	☐	☐	
105.	System should provide for some form of check digit functionality	☐	☐	
106.	System should permit corrected data in a field to auto populate across related modules.	☐	☐	
107.	System should advise user of required data necessary to complete a transaction or report.	☐	☐	
108.	System should permit correction of data errors after saving record.	☐	☐	
109.	System should provide basic word processing capabilities on narrative and comment fields, including, but not limited to cut and paste, paragraph formatting, spell check, grammar check, text wrap, use of bullets and numbering, etc.	☐	☐	
110.	System should permit linking of all system data via master indices.	☐	☐	
111.	System should maintain master indices, including, but not limited to name, locations, organizations, service requests, businesses, department defined category, etc.	☐	☐	
112.	System should permit transferring of information collected in one module to other system modules including, but not limited to incident reporting, inspections, investigations, occupancy, permitting, etc.	☐	☐	
113.	System should eliminate redundant data entry by allowing reuse of previously stored information when entering new records or reports.	☐	☐	
114.	System should automatically update	☐	☐	
115.	System should support linkages among any information, including, but not limited to locations to organizations, locations to organizations, locations to parcel, organizations to organizations, parcel to organizations, people to parcels, people to people, fire management zones to organizations, fire management zones to parcels, fire management zones to people, district maps to organizations, district maps to people, district maps to parcels, etc.	☐	☐	
116.	System should permit linking of phone numbers, including, but not limited to locations, organizations, parcels, people, etc.	☐	☐	
117.	System should maintain subject information upon modification of select data fields. (This mean that the System should provide a document edit history. We can look up the history by specific lines that are provided.)	☐	☐	
118.	System should identify mandatory fields by incident type.	☐	☐	
119.	System should identify mandatory fields by previously entered values.	☐	☐	
120.	System should permit entering of data in a non-case	☐	☐	

	sensitive format.			
121.	System should provide data entry fields based on incident type.			
122.	System should limit available values in subsequent code tables based on previously entered data.			
123.	System should provide a means for users to distinguish between mandatory and optional fields.			
124.	System should prompt user to complete any mandatory fields not completed.			
125.	System should have the ability to turn off any fields not required by the department.			
126.	System should define fields that are not auto populated with data already in the system.			
127.	System should permit indexing for a document imaging system.			
128.	System should permit voice input or dictation for large text blocks.			
129.	System should not be case sensitive on data entry.			
130.	System should provide templates for entering narratives.			
131.	System should allow department specific templates to be created.			
132.	System should permit automatic translation of standard text entries into NFIRS codes.			
133.	System should automatically translate NFIRS codes into standard text entries.			
134.	System should provide code lists for data elements to facilitate standardized data entry.			
135.	System should permit creation of an alert based on records matching specified criteria.			
136.	System should permit attaching an alert to a specific record so that if a record is updated in any other context, the appropriate user is alerted.			
137.	System should alert specific individuals when incident activity meets user- defined parameters for a given incident type, location by user defined geographic boundaries, injuries, fatalities, emergency system activation, property loss, names, department defined fields, user defined period, etc.			
138.	System should provide a provision of an Alert Receipt feature.			
139.	System should permit alerts to be compatible with Outlook or SharePoint calendars.			
140.	System should permit alerting of a group of individuals based upon user-definable parameters.			
141.	System should permit creation of audible alerts.			
142.	System should permit creation of visible alerts.			
143.	System should permit creation and definition on an unlimited number of alert categories.			
144.	System should limit viewing of alerts by security profile.			
145.	System should permit creation of business rules for flag categories.			
146.	System should permit group notifications should there be more than one alert occurring.			
147.				

	System should permit entering of comments regarding the alerts associated with a record.	☐	☐	
148.	System should permit investigators to document case activity including, but not limited to arrests, case notes, developing and tracking leads, disposition, evidence collection, initiating criminal charges, supplemental reports, etc.	☐	☐	
149.	System should provide a master calendar of all personnel that tracks including but not limited to assignment, scheduled inspections, training, required operations training, work schedule, any information in the RMS with an associated date, etc.	☐	☐	
150.	System should permit merging of a master calendar onto an individual employee's MS Outlook calendar, but only merge dates and other events that are pertinent to that employee.	☐	☐	
151.	System should permit use of MS Outlook to connect master calendar to or populate an external calendar.	☐	☐	
152.	System should restrict viewing access to the master calendar.	☐	☐	
153.	System should prevent a user from modifying another user's calendar/activities.	☐	☐	
154.	System should permit users to enter all time including drive time from a single point in the system without opening a separate module.	☐	☐	
C. Training & Support				
155.	The proposer must provide on-site training and all training manuals required for that class.	☐	☐	
156.	The proposer will include as part of this proposal user acceptance testing. Any problems detected must be fixed prior to go-live.	☐	☐	
157.	The proposer should include on-site support personnel capabilities for problem resolution beyond phone/VPN.	☐	☐	
158.	The proposer should include detailed technical system documentation that describes the system as-built architecture and data structure.	☐	☐	
159.	The proposer must include all data dictionaries to include at least the following: field name, field definition, field length, field type, field rules/integrity checks, originating source, general edits and table name(s).	☐	☐	
160.	The proposer must include complete system administrator documentation.	☐	☐	
161.	System should permit tracking of user ID and revision dates when online user documentation is revised/changed.	☐	☐	
162.	System should permit help file to include a built in glossary, include or exclude complete phrase searches, include or exclude similarity searches, include or exclude untitled topic searches, utilize context sensitive help providing brief operational definitions for selected items on a screen, etc.	☐	☐	
163.	System should notify users (user- selected groups or individuals) of edits made to the help file.	☐	☐	
164.	Vendor should provide a System Administrator's Guide containing all documentation detailing system functions, screen layouts, file structures, linking map, data structure, data dictionary/schema and application program design, all documentation required to perform all system management functions, performance monitoring and troubleshooting, etc.	☐	☐	
165.	System should permit augment vendor- supplied online help tables with additional information (e.g., add notes to	☐	☐	

	a topic that are viewable along with the vendor-supplied information).			
166.	System should permit context sensitive help only upon user request.	☐	☐	
167.	System should permit help facility for any operation in progress via a function key from any screen or field within any application.	☐	☐	
168.	System should permit help facility via function key or icon from any screen or field within any application.	☐	☐	
169.	System should maintain online user- defined, department specific documentation and procedures, including but not limited to glossary of error codes, glossary of terms, department defined fields, help file updates must not override changes made to help fields specific to department customized documentation, etc.	☐	☐	
170.	System should identify origin of the data from any field.	☐	☐	
171.	System should include online help documentation that provides step-by- step instructions on how to use the system.	☐	☐	
172.	Vendor should provide a System User's Guide containing all documentation required by systems users including but not limited to quick reference user guide, cheat sheets, FAQ's, in an electronic format, in printed form, online help functionality, etc.	☐	☐	
173.	System should comply with ISO reporting requirements.	☐	☐	
174.	System should permit scheduling of participants to a class based on, but not limited to, the following fire station, individual, position type, company, battalion station shifts, etc.	☐	☐	
175.	System should permit authorized personnel to enter training records for groups of people through a single transaction.	☐	☐	
176.	System should permit definition of job classifications and associate training requirements with the job classifications.	☐	☐	
177.	System should permit assigning personnel to groups and batch update their records through a single transaction.	☐	☐	
178.	System should permit tracking of training history for both reserve and career personnel.	☐	☐	
179.	System should restrict user access to enter training information based on position type, type of training, location of training, individual and job category training records, etc.	☐	☐	
180.	System should permit maintenance and tracking of general training information for an individual, including, but not limited to name, employee id, group affiliation, special skills/qualifications, training verifications, certification/ license type, date obtained, date of expiration, tiered training code, comments, courses and seminars attended, courses and seminars requiring attendance at multiple sessions, dates, course name/title, course number, date training started, date training ended, FEMA training, hours completed, location, instructor, school, certification number, completion status, grade received, etc.	☐	☐	
181.	System should permit attaching of images to training records.	☐	☐	
182.	System should permit linking of training certifications to personnel records.	☐	☐	
183.	System should permit tracking of mandatory training for	☐	☐	

	each job category.			
184.	System should generate and print reports indicating upcoming training needs.	☐	☐	
185.	System should permit tracking of ongoing mandatory training and notify supervisors of personnel who have not completed mandatory training.	☐	☐	
186.	System should permit tracking of total training hours by user defined fields including but not limited to individuals, position, shift, station, etc.	☐	☐	
187.	System should permit tracking of costs of training, including but not limited to individual course, individual personnel, as percentage of training budget, etc.	☐	☐	
188.	System should permit tracking of follow- up training for personnel who do not pass certification tests.	☐	☐	
189.	System should permit tracking of reimbursable training hours.	☐	☐	
190.	System should permit users to retrieve training records by certifications, course date, course name/title, course number, employee id, instructor, training type, etc.	☐	☐	
191.	System should permit querying in training schedules based on a user- defined date range for a group or individual.	☐	☐	
192.	System should produce training records for certified classes, college unit classes for credit, state programs, etc.	☐	☐	
193.	System should permit printing of a summary of training activity by individual, company, shift, training type, etc.	☐	☐	
194.	System should generate a summary of partially-completed training records.	☐	☐	
195.	System should display or print certification renewals by date, employees by certification, instructor certifications, continuing education certification slips, list of individuals that have not completed specific training, etc.	☐	☐	
196.	System should generate summary reports for individuals that are certified, uncertified, due for certification, and overdue for certification.	☐	☐	
197.	System should alert user of potential duplicate entries.	☐	☐	
D. Personnel				
198.	System should permit capture of information in the master name index, including but not limited to Address, Name, Telephone numbers (multiple), Social security number, Driver's License number, Other identification (e.g., school Id cards), Email Address, Alias, etc.	☐	☐	
199.	System should permit maintaining of multiple special skills for each individual.	☐	☐	
200.	System should permit generating and printing of an overall personnel roster, sorted on user-defined criteria, containing department defined information.	☐	☐	
201.	System should permit querying personnel records by any personnel field.	☐	☐	
202.	System should permit quickly query personnel records by Id number, Name, Special skills, Station assignment, Team, etc.	☐	☐	
203.	System should linking exposures to incident reports.	☐	☐	
204.	System should permit personnel summary reports based on any operational data field in the personnel module.	☐	☐	
205.	System should provide a duty roster report.	☐	☐	
206.	System should permit tracking of "hold- over" time (time	☐	☐	

	personnel held on-duty past end of shift).			
207.	System should permit querying of individual personnel activity by Date/Time range, Fire Management Zone, Id, Incident type, Name, Response Area, Shift, Wellness and Fitness Attendance, etc.	☐	☐	
208.	System should accommodate Hyphenated names, Multiple word names, etc.	☐	☐	
209.	System should permit posting of department created fitness reports, studies and newsletters.	☐	☐	
210.	System should permit capturing of wellness and fitness data, including Attendance, History, Name, Instructor, Exam Results, etc.	☐	☐	
211.	System should permit adding a department defined fitness courses.	☐	☐	
212.	System should permit tracking of personnel and training data for agencies outside of the department.	☐	☐	
213.	System should permit encryption for critical employee data.	☐	☐	
214.	System should track performance review with reminders based on custom time frames, supervisor review, and approval.	☐	☐	
215.	System should track probation status with predetermined date range set by department based on classification.	☐	☐	
216.	System should permit a link of an assignment record to every assignment/location in which the individual was assigned.	☐	☐	
217.	System should permit updating of information while maintaining historical information.	☐	☐	
218.	System should permit users to decide whether to link information to an existing master name record or add a new master name record.	☐	☐	
219.	System should permit maintaining of personnel information including, but not limited to: Address, Assigned equipment, Blood type, certifications, College, Current Assignment, Date of birth, Date of hire, Deploy Status, Driver's license number, education level, emergency contacts, emergency information, employer, exposures, health-related duty restrictions, high school, languages spoken, licensures, name, next of kin, past assignment history, position on team (primary and secondary), history, social security number, special medical conditions, special skills, telephone numbers, training history, vaccinations, wellness and fitness attendance, floating vs. non-floating, schedule types, partial day status, length of shift, start and end times, abatement of seniority accrual, work pattern, coverage area, Assigned Personnel Specialist, Current Vacation Module, Transfer Request Locations, Track 2 year commitment, Performance Evaluations, Exam List Expirations, Job Duty Descriptions, Date of Separation, Type of Separation, Current employee	☐	☐	
E. Scheduling				
220.	System should automatically assign OT to employees using custom defined rules and custom defined employee preferences.	☐	☐	
221.	System should allow an approved user to cancel unfilled OT days/events.	☐	☐	
222.	System should permit a feature that allows insertion of a single day event into the work scheduling process.	☐	☐	
223.	System should allow viewing of HOME station schedules	☐	☐	

	showing planned and completed work activities for a select period of time.			
224.	System should allow a user to view ANY station's schedule showing all planned and completed work activities for all employees for a select period of time.	☐	☐	
225.	System should permit a Station's Schedule to display employee information about all assignments for a defined date range, including effects of assignment trades.	☐	☐	
226.	System should permit station schedule to depict ranks fulfilled, specialties fulfilled and employee's home stations.	☐	☐	
227.	System should provide a Station work schedule view that summarizes counts for on-duty personnel, personnel deficits, and net deficits/overages on total personnel required per day.	☐	☐	
228.	System should permit a Station Work Schedule view to be filtered by status (on-duty, regular staff, all, etc.).	☐	☐	
229.	System should display subtotal counts and a grand total count by employee type (officers, firefighters, etc.).	☐	☐	
230.	System should display Summary Work Schedules.	☐	☐	
231.	System should implement staff changes (promotions, etc.) based on effective date (retro/future).	☐	☐	
232.	System should compute base pay (resource costing) from a parameter setting for the # of days in a pay period.	☐	☐	
233.	System should permit an administrator to trade specific work assignments between 2 employees.	☐	☐	
234.	System should permit employees to initiate a work assignment trade between each other.	☐	☐	
235.	System should use rules and preferences to assign OT based on OT type. (Ex: Forced OT vs. voluntary OT.)	☐	☐	
236.	System should permit employees to review and change their pending work hour trades.	☐	☐	
237.	System should monitor activities of both employees in a work hour trade.	☐	☐	
238.	System should permit a Trade Work Hours process notification to employees/supervisors of trade success.	☐	☐	
239.	System should permit an audit trail to be created for the Trade Work Hours function.	☐	☐	
240.	System should permit administrators to enter trade requests for other employees.	☐	☐	
241.	System should permit an administrator to use the system to review/approve Work Hour Trades.	☐	☐	
242.	System assign OT based on an employee's role and equipment/seat assignment?	☐	☐	
243.	System should permit an employee to be assigned to work for only part of a shift.	☐	☐	
244.	System should permit employees to use the system to enter Leave Requests, specifying a reason.	☐	☐	
245.	System should permit Leave Requests to be entered for date ranges.	☐	☐	
246.	System should adjust and schedule vacancies according to an employee leave processed for a range of dates.	☐	☐	
247.	System should provide a function that facilitates the approval or denial of Leave Requests for employees by an administrator.	☐	☐	
248.	System should categorize OT based on the length of notice provided prior to start of OT. (i.e. OT with a short notice is labeled differently than OT with a long notice).	☐	☐	
249.	System should notify an employee's supervisor if a Leave			

	Request is entered.	☐	☐	
250.	System should instantly apply leave time, update schedules, and automatically create and file OT when a Leave Request is approved.	☐	☐	
251.	System should permit employees to cancel Leave Requests in the system prior to approval/denial.	☐	☐	
252.	System should provide an audit trail that tracks cancellations of Leave Time.	☐	☐	
253.	System should permit advance entry of Leave Requests into the system.	☐	☐	
254.	System should permit Leave Requests previously approved to follow an employee if they transfer from one work location to another.	☐	☐	
255.	System should support a method of using Employee seniority to assist in the approval process for vacation time.	☐	☐	
256.	System should provide functions to automate Leave Request approval.	☐	☐	
257.	System should apply processing rules to different types of leave. (Ex: Vacation leave must be taken in 2 day increments, etc.)	☐	☐	
258.	System should continuously determine OT needs (based on leave approval and other factors) and dynamically fill it.	☐	☐	
259.	System should permit employees to specify OT preferences to request different work locations for different days.	☐	☐	
260.	System should permit employees to specify to use all or part of their rank/specialties in order to qualify for OT.	☐	☐	
261.	System should be able to assign OT without regard for employee preferences or attributes, but based on other factors set by department.	☐	☐	
262.	System should permit tracking of mileage costs and time for travel time and relate it to a shift or activity by employee.	☐	☐	
263.	System should permit an employee selection for automatically generated OT which must be ratified.	☐	☐	
264.	System should support rules and parameters to control how ALL types of OT can be returned.	☐	☐	
265.	System should permit the handling of an employee cancellation of OT differently depending on how far in advance they actually do cancel.	☐	☐	
266.	System should allow an employee to be assigned to a multi-day incident, and have the system fill OT for his/her regular assignment.	☐	☐	
267.	The system should prohibit an employee for selecting OT for a day that they have previously refused.	☐	☐	
268.	System should have the ability to send automated emails to employees as reminders of impending OT.	☐	☐	
269.	System should have the ability to send automated emails to employees to initially inform them of a new assignment.	☐	☐	
270.	System should have a feature that supports the trading of OT between employees.	☐	☐	
271.	System should permit OT trade request feature with a complete audit trail.	☐	☐	
272.	System should permit employees to specify willingness to take a slot of OT from the queue.	☐	☐	
273.	System should provide a method for the department to set up which Ranks and Specialties are compatible for the	☐	☐	

	current schedule			
274.	System should permit employee OT trades to be immediately processed if employee qualifications are trade- worthy.	☐	☐	
275.	System should permit a 'tentative work schedule' to be created and evaluated prior to implementing it for stations, divisions or battalions.	☐	☐	
276.	System should permit a 'tentative work schedule' to be rolled to production use upon approval.	☐	☐	
277.	System should permit transferred time balances to be overridden.	☐	☐	
278.	System should allow creation of multiple work schedule 'templates' that can be run concurrently.	☐	☐	
279.	System should accommodate varying pay period lengths in work schedules.	☐	☐	
280.	Systems should permit employees to be set up with work schedules featuring their time being split across multiple locations.	☐	☐	
281.	System should permit all Division employees to be assigned to a particular work schedule template.	☐	☐	
282.	System should permit users a view to their future work schedules beyond the current pay period.	☐	☐	
283.	System should permit an entire Battalion to be assigned to a template (work schedule).	☐	☐	
284.	System should permit an entire Station's employees be assigned to a 'template' (work schedule).	☐	☐	
285.	System should permit a specific employee to be assigned to a template (work schedule).	☐	☐	
286.	System should contain an audit trail feature for creating work schedule templates.	☐	☐	
287.	System should permit remote access to view schedule	☐	☐	
288.	System should permit notifications (email/text) when changes are made to work schedule	☐	☐	
F. Performance & Availability				
289.	The proposer should include the capability for the system to be configured in a manner that ensures a high level of availability and redundancy.	☐	☐	
290.	The proposer must include the capability to ensure an uptime of at least 99.9%.	☐	☐	
291.	The proposer must include the capability for the system to be configured in a manner such that the failure of any single component shall not cause a system failure.	☐	☐	
292.	The proposer must include a robust reporting tool that can generate ad-hoc reports as an internal function or with other third-party tools such as Crystal Reports or similar.	☐	☐	
293.	The proposer should include the capability to distribute reports via E-mail, fax or hard copy.	☐	☐	
294.	The proposer must include the capability to preview reports.	☐	☐	
G. Data Conversion & Migration				
295.	The proposer must provide a cost and time projection for successfully converting current data for system implementation with documented data validation process and acceptance review and sign off prior to go-live implementation.	☐	☐	
H. Apparatus, Equipment and Vehicle Maintenance				

296.	System should permit tracking of necessary information on an item. Including but not limited to Make, Type, Manufacturer, Model, Serial Number, Size, Color, use records, historical assignment, and images.			
297.	System should permit tracking and setting (both manually and automated) of life expectancy, historical testing, maintenance, and use records. Tracking requirements can be Daily, Weekly, Monthly, or Yearly tracking.			
298.	System should permit a designator for items that require additional approval prior to changes in tracking, historical testing, maintenance, user records, and disposition.			
299.	System should permit adding an item, change basic item information, historical testing, maintenance, and disposition using the handheld device.			
300.	System should permit searching for an item by any of the fields in the inventory module.			
301.	System should permit use of a handheld barcode, RFID, or magnetic chip reader.			
302.	System should permit adding an item, change basic item information, historical testing, maintenance, and disposition using the handheld device.			
303.	System should permit searching for an item by any of the fields in the inventory module.			
304.	System should permit tracking of necessary information on an item. Including but not limited to Make, Type, Manufacturer, Model, Serial Number, Size, Color, use records, historical assignment, and images.			
305.	System should permit multiple access point locations with connection or without connection to servers.			
306.	System should permit tracking or linking to existing employee information for the purpose of providing contact information.			
307.	System should permit tracking and setting (both manually and automated) of life expectancy, historical testing, maintenance, and use records. Tracking requirements can be Daily, Weekly, Monthly, or Yearly tracking.			
308.	System should permit a designator for items that require additional approval prior to changes in tracking, historical testing, maintenance, user records, and disposition.			
I. Incidents				
1. Reporting				
309.	System should automatically route reports to appropriate users based on department defined business logic.			
310.	System should permit population of the incident report with information already in the system.			
311.	System should permit printing direct query results to any printer.			
312.	System should permit printing of all code tables and screens by ranges.			
313.	System should permit printing of report options including but not limited to cancel report print jobs, determine length of report prior to printing, queue reports for later printing, select printer, select workstation, specify number of copies, specify page ranges and multiple pages, specify portrait of landscape mode, etc.			
314.	System should permit printing of the query returns at any time.			
315.	System should permit querying of returns to indicate the information source.			

316.	System should permit querying of the RMS by any data element in a master index.	☐	☐	
317.	System should permit restriction of databases from user queries based on permissions.	☐	☐	
318.	System should permit restriction of queries that result in large volumes of data by providing a warning of the numbers of records found, providing a warning of the size of records found, requesting users to prompt the system to continue the query, requesting users to prompt the system to cancel the query, etc.	☐	☐	
319.	System should permit restriction of user actions by displaying a single page of data at a time, using prompts to continue/refine/alter the query, warning of the number of records found, etc.	☐	☐	
320.	System should permit retrieving and displaying of all records related to a query return.	☐	☐	
321.	System should permit selectively printing system information including but not limited to printing of all except specific records, print single record, etc.	☐	☐	
322.	System should permit sorting and grouping of query results by any criteria.	☐	☐	
323.	System should permit sorting of query results on multiple returned fields.	☐	☐	
324.	System should permit storing of Administrative reports and documents including but not limited to staff reports, standard operating procedures, other department defined items, etc.	☐	☐	
325.	System should permit supervisors to edit a report during the review process.	☐	☐	
326.	System should permit supervisors to receive, review and approve incident reports online.	☐	☐	
327.	System should permit system to maintain version history of reports.	☐	☐	
328.	System should permit the department to indicate at what point in the review process the report should be locked from further edits.	☐	☐	
329.	System should permit the locking of reports from further edits.	☐	☐	
330.	System should permit tracking of public incident reports by the following, but not limited to date of request, requestor, date released, etc.	☐	☐	
331.	System should define criteria for notifying individuals of late reports.	☐	☐	
332.	System should permit tracking of status of errors/corrections notifications by author, incident number, review/supervisor, date, etc.	☐	☐	
333.	System should permit tracking of the status of reports, including but not limited to unwritten, incomplete, approved, open, re-opened, closed, etc.	☐	☐	
334.	System should permit tracking of user logon/logoff times for time reporting purposes.	☐	☐	
335.	System should permit transferring of multiple reports through an automated interface.	☐	☐	
336.	System should permit use of predefined data entry forms/screens.	☐	☐	
337.	System should permit use of standard screen formats for all inquiries.	☐	☐	
338.	System should permit users to flag reports in a dashboard format.	☐	☐	
339.	System should permit viewing of all reports in a print preview mode on screen.	☐	☐	

340.	System should permit working offline and uploading of reports once online.			
341.	System should present statistics in graphical formats, including, but not limited to pin maps, bar graphs, pie charts, density maps, line graphs, thematic maps, tables with data banners, Venn diagrams, ESRI based, state plane coordinate mapping displays, etc.			
342.	System should display all related records when producing a comprehensive response to a query.			
343.	System should preserve all user created reports and fields when future application patches are applied.			
344.	System should prevent submission of any report until all responsible parties have completed their portion of the report.			
345.	System should prevent submission of any report with incomplete mandatory fields, invalidated name and address data, other department defined criteria, etc.			
346.	System should produce standard reports containing, at a minimum, the following department logo, date and time range for the contents of the report, date report was printed, name of user running/printing report, page number, report author, report header with department name, specified search parameters, etc.			
347.	System should provide a document edit history.			
348.	System should provide a report- formatting facility that accesses the following, included but not limited to data definitions, data formats, editing rules for a field, field headings, field sizes, formatting rules, font size, font type, font color, cell color, conditional formatting, etc.			
349.	System should provide a reporting and query tool that can access multiple files/tables/data views in a single query, allow the end user to design screen and report formats, create interactive query request on line, create printed reports, create reports from any data in the system, etc.			
350.	System should provide online help for the reporting and query tools.			
351.	System should provide supervisors the option of approving the report or returning the report to personnel for corrections.			
352.	System should restrict queries that result in large volumes of data by providing a warning of the number of records found, providing a warning of the size of records found, requesting users to prompt the system to continue or cancel the query, etc.			
353.	System should send confirmation indicating automated field reporting upload was completed successfully.			
354.	System should validate data prior to report submission to ensure that only valid codes have been used.			
355.	System should validate data to ensure all required fields have been completed prior to report submission.			
356.	System should display selection criteria used to generate report.			
357.	System should ensure that reports are compliant with NFIRS reporting requirements prior to submission.			
358.	System should aggregate data by the following, but not limited to date and time range, day of week, fire station involved, geographical area, shift, time of day, public reports act requests, etc.			
359.	System should identify incomplete or missing reports.			

360.	System should identify individuals that changed fields to a report.			
361.	System should limit the databases a user can query by the user's security profile.			
362.	System should limit the number of records viewed at a time to a department defined number.			
363.	System should limit who has permission to change information in reports.			
364.	System should make standard reports available for publishing on the intranet or internet.			
365.	System should notify personnel that they have reports to write or revise.			
366.	System should aggregate data contained in records to create the following, but not limited to summary reports showing data element totals, summary reports showing data element averages, summary reports showing frequency of occurrence, summary reports showing percentages, etc.			
367.	System should notify personnel to complete an accuracy review for reporting requirement compliance prior to adding report to the RMS database.			
368.	System should notify personnel to send reports back to supervisors if reports do not comply with reporting requirements.			
369.	System should notify supervisors that they have outstanding reports to review.			
370.	System should perform all database queries using string search, wild cards, date ranges, partial information in a data field, conditional logic, or sound alike algorithm, Boolean logic, any combination of data fields, etc.			
371.	System should permit acceleration of routine data entry tasks with drop down lists, type ahead based on drop down lists, default values, etc.			
372.	System should permit access and update to submitted reports from the field prior to report approval.			
373.	System should permit access to all incident reports from the field.			
374.	System should permit Ad-Hoc and standardized reporting.			
375.	System should permit alternatives to run queries within the system as opposed to the query tool.			
376.	System should permit analyzing of activity using analysis options including, but not limited to frequency analyses,			
377.	System should aggregate various types of data elements found in records, including, but not limited to calls for service, hazardous materials, incident report, incident type, permits, property type, violations, etc.			
378.	System should permit analyzing of activity via a third-party application using including, but not limited to frequency analyses, fractal analysis, spatial analysis, link analysis, change over time analysis, regression analysis, simple relational analyses, complex relation analysis, etc.			
379.	System should permit attachment of files to incident report.			
380.	System should permit authorized users to access the general library of user-created ad-hoc reports.			
381.	System should permit automatically generated user-defined date range reports based on a pre-determined schedule, including but not limited to annually, based on request, daily, monthly, weekly, etc.			
382.	System should permit automatically generating of reports			

	based on any user- defined criteria.			
383.	System should permit canceling of printing if preview is not acceptable.	☐	☐	
384.	System should permit configuration of the software to prompt supervisor review of department specified report types.	☐	☐	
385.	System should permit configuring of user restrictions based upon report type.	☐	☐	
386.	System should permit configuring of user restrictions based upon user.	☐	☐	
387.	System should permit consistent reporting and query tool that can access multiple files/tables/data views and stored procedures in a single query, allow the end user to design screen and report formats, create interactive query requests, create printed reports, create reports from any data in the system, define temporary fields which may or may not be output, de-select records/rows in combination with	☐	☐	
388.	System should automatically distribute scheduled reports to a list of specified personnel.	☐	☐	
389.	System should permit creating and sharing of stored procedures and data views.	☐	☐	
390.	System should permit creating of standard reports that can be made available to all system users.	☐	☐	
391.	System should permit deleting of reports after viewing and/or printing.	☐	☐	
392.	System should permit entering of an unlimited number of persons, property, vehicles, buildings, etc.	☐	☐	
393.	System should permit entering, as part of the incident report, a narrative of unlimited length.	☐	☐	
394.	System should permit exporting of analysis data into external formats.	☐	☐	
395.	System should permit exporting of data into ASCII, comma delimited, compatible with MS Office Suite, DBF, HTML, PDF, Rich Text Format, XML, XTML, etc.	☐	☐	
396.	System should automatically maintain a log of automated field reporting transmissions including, but not limited to user name, user id, terminal id, date and time of transmission, report id, etc.	☐	☐	
397.	System should permit exporting of query returns into other features.	☐	☐	
398.	System should permit filtering and limiting of fields in exported data.	☐	☐	
399.	System should permit generating of a report available to the public for HAZMAT chemicals as well as incidents.	☐	☐	
400.	System should permit generating of a report showing reasons for returned incident reports.	☐	☐	
401.	System should permit generating of a report showing the specific version of report by requestor and date of request.	☐	☐	
402.	System should permit generating of a report showing total incident reports, including but not limited to any combination of period of time, geographical area, fire management zone, incident type, location type, civilian injuries, fatalities, property loss, firefighter injuries, responding fire apparatus, fire cause, responding fire stations, department defined fields, etc.	☐	☐	
403.	System should permit generating of a report showing total number of incident reports returned based on reviewer/supervisor, author/personnel, incident type, etc.	☐	☐	

404.	System should permit generating of automatic letters based upon data elements defined by the department.			
405.	System should permit identification on redacted fields within a printed report.			
406.	System should permit identification when changes were made to a report.			
407.	System should permit identifying of duplicate entries/rows in reports.			
408.	System should permit inspectors in the field to use GPS devices to automatically transmit and attach location.			
409.	System should permit modification of field labels from internal data source name.			
410.	System should permit multiple grouping of criteria.			
411.	System should automatically resend lost data packets until report submission is successful.			
412.	System should permit organization and labeling of files attached to incident report.			
413.	System should permit other users query access to the information in an uncompleted or unapproved report.			
414.	System should permit personnel to indicate that a report requires immediate supervisor attention.			
415.	System should permit personnel to submit a report to a supervisor "group" rather than an individual supervisor.			
416.	System should permit personnel to submit reports electronically to their supervisors for review.			
417.	System should permit personnel to submit reports for approval from the field.			
418.	System should support automatic data			
2. Information				
419.	System should comply with all NFIRS reporting requirements.			
420.	System should capture demographic information for persons, including, but not limited to age, hair color, height, weight, ethnicity, school attended, contact information, parent/guardian name, address, phone number, etc.			
421.	System should capture name information for witnesses, victims, suspects, property owner, juvenile, insurance agent, tenant, other persons, etc.			
422.	System should link all associated reports and forms to a common incident number.			
423.	System should capture HAZMAT exposure as part of the incident report.			
424.	System should link HAZMAT exposures to the personnel module.			
425.	System should provide a separate report for HAZMAT exposures dependent upon the incident report.			
426.	System should permit electronically redacting of information from reports prior to printing a public copy.			
427.	System should permit printing of a full version of the un-redacted report.			
428.	System should permit viewing of individual incident reports electronically.			
429.	System should export incident information to NFIRS.			

430.	System should permit entering of incident reports either directly into RMS or via a mobile reporting system.	☐	☐	
431.	System should permit assignment of a sequential incident number to a report.	☐	☐	
432.	System should permit department to determine the incident number format.	☐	☐	
433.	System should indicate that an incident occurred outside of the department's jurisdiction.	☐	☐	
J. HAZMAT				
434.	System should permit automatically updating of master indices upon entry of hazardous materials data.	☐	☐	
435.	Hazardous materials module should include but not limited to industry accepted chemical reference records, fire code hazard classifications, technical information, mixtures with variable concentrations and combinations, etc.	☐	☐	
436.	System should permit exporting of e- compliance reporting information to the required departments.	☐	☐	
437.	System should use standard Windows functions to search the hazardous materials chemical database.	☐	☐	
438.	System should permit department to add data elements to be captured.	☐	☐	
439.	System should permit applicants to enter HAZMAT information electronically.	☐	☐	
440.	System should produce a summary of Hazardous Materials information by business type, city, hazardous materials type, location, owner, department defined criteria, etc.	☐	☐	
441.	System should notify of hazardous materials including but not limited to upcoming certification dates, introduction of hazardous materials, user defined follow up dates etc.	☐	☐	
442.	System should permit tracking of inventory materials used on incident or training.	☐	☐	
443.	System should permit attaching of files to hazardous materials records.	☐	☐	
444.	System should permit association of multiple hazardous materials information with a single parcel.	☐	☐	
K. Billing				
445.	System should allow tracking of outside agency requests for the purpose of Billing.	☐	☐	
446.	System should provide peer agency units and special equipment tracking for billing purposes.	☐	☐	
447.	System should have a uniform template for reporting billing information.	☐	☐	
448.	Billing signature template should have the ability to capture electronic signatures.	☐	☐	
L. Complaints				
449.	System should notify personnel of prioritized complaints, referral or inquiries.	☐	☐	
M. Messaging				
450.	System should accommodate the message types including but not limited to administrative messages, operational messages, routine messages, staffing messages, urgent/emergency messages, etc.	☐	☐	

451.	System should permit creating of messages that are retained in the system and sent at pre-specified times.	☐	☐	
452.	System should permit incoming messages to not interfere with current work.	☐	☐	
453.	System should permit receiver to view the total number of unread messages.	☐	☐	
454.	System should permit messages to be queued in an "inbox" for later viewing at the convenience of users.	☐	☐	
455.	System should permit authorized users to view messages pending in queue.	☐	☐	
456.	System should permit authorized users the ability to clear a message from the queue.	☐	☐	
457.	System should permit searching of stored and sent messages.	☐	☐	
458.	System should permit sending of broadcast messages.	☐	☐	
459.	System should require a message acknowledgment.	☐	☐	
460.	System should permit supervisors to monitor messages.	☐	☐	
461.	System should permit supervisors to disable the monitoring of messages.	☐	☐	
462.	System should permit storage of messages in a department defined buffer size.	☐	☐	
463.	System should permit identification of all messages by sender, date, time, workstation ID, and receiver, date, time, and workstation ID.	☐	☐	
464.	System should permit assignment and change of priority to a message.	☐	☐	
465.	System should permit users to choose a group to receive a message.	☐	☐	
466.	System should permit creating and saving of user-defined message groups.	☐	☐	
467.	System should permit users to select any number of people as part of a message group with no limitation on the number of people in a group.	☐	☐	
N. CAD Reporting				
468.	The design of the system must be compatible with current and future initiatives, such as Mobile Data, AVL (Automatic Vehicle Location), 911 ANI/ALI. This would include all interface requirements for Motorola Printrak.	☐	☐	
469.	System should store service data transferred from the CAD application including, but not limited to activity time stamps, ambulance response area, automatic aid, mutual aid, call comments, call disposition, initial call type, final call type, caller location, source of call, shift, hospital, incident	☐	☐	
470.	System should store service data transferred from the CAD application including, but not limited to activity time stamps, ambulance response area, automatic aid, mutual aid, call comments, call disposition, initial call type, final call type, caller location, source of call, shift, hospital, incident	☐	☐	
O. Electronic Patient Care Record (ePCR)				
471.	System should be a fully integrated ePCR data collection and reporting system that will satisfy all mandated requirements.	☐	☐	
472.	System should provide a quantitative and qualitative	☐	☐	

	analysis for CQI (continuous quality improvement) management, administration and reimbursement.			
473.	System should have the ability to integrate with current technology; including BSO Computer aided dispatch (CAD), billing software and the State of Florida EMS Bureau reporting system.	☐	☐	
474.	System must be certified Gold Compliant. All state data reporting must be in a NEMSIS-compliant format (Version 2.2.1).	☐	☐	
475.	System should allow for multi-patient incident reporting capabilities. This should include a feature which allows the user to add additional patients to a call with maximum ease and a minimum amount of navigation within the program. Additionally, the incident data shall not have to be re-keyed by the user for each patient.	☐	☐	
476.	System should provide a function that retrieves a previously entered patient's data. The application shall have a feature to allow users to search for a previously treated patient demographics, billing data, and medical history/medications/allergies.	☐	☐	
477.	System should provide a HIPAA compliant patient lookup feature that is synchronized and downloaded to all mobile (ePCR application) units utilizing the software.	☐	☐	
478.	System should utilize a two-step validation process to both protect patient privacy and ensure that the proper patient information is retrieved. This two-part process shall utilize the following: Patient Last Name, Patient Social Security Number.	☐	☐	
479.	System should have a uniform template for the documentation of the following Incident Data: Response details (Incident date, Incident Number, Run Type, Priority, Shift, Unit, Vehicle, EMD Performed, EMD Card Number, Mutual Aid, Estimated Initial Responder Onscene); Scene (Location type, Location Name, Address 1, Address 2, City, State, County, Zip, Map Section, Suspected Disaster, Mass Casualty; Personnel Information (personnel assigned to incident); Disposition (call disposition, transported due to, requested by, diversion, level of service, refusal reason, transferred to, transferred unit); Destination (destination type, destination name, address, city, state, zip, map section, chart #, patient #, trauma registry #, run number, request review YES/NO); Incident Times (call received, dispatched, enroute, onscene, at patient, depart scene, at destination, call closed); Mileage (starting, ending, and loaded); additional agencies; additional responders; delays (dispatch delays, response delays, scene delays, transport delays, turn-around delays).	☐	☐	
480.	System should have a uniform template for the documentation of the following Patient Data: last name, first name, middle name, weight, SSN, DOB, scene address, phone number, drivers license, driver's license state, physician last name/first name, advanced directives, medication/allergies/history, and documentation of disposition of patient personal belongings.	☐	☐	
481.	System should have a uniform template for the documentation of the following Vitals: date/time, AVPU, blood pressure (left or right arm), orthostatic position (seated, supine, standing), blood pressure (method), pulse (rate, rhythm, strength), respiration (rate, rhythm, quality), SpO2 value, EtCO2 value, CO value, Glucose value, Temperature Value, Temperature method, Cardiac Monitoring (rhythm selected from drop down menu, 12-lead findings), Trauma Scoring (include auto calculation assessment tools), Pain Scale (numeric values, Wong-	☐	☐	

	Baker).			
482.	System should have the ability to document procedures/treatments provided to a patient by responding personnel via a drop-down menu. Procedures must be time stamped.			
483.	System should have the ability to document if procedures were performed prior to arrival, including the providing party, agency, patient response, and comments.			
484.	System should have a uniform template for documenting the physical findings of an exam. All documentation categories shall have subcategories of common information that the user can click on to document common abnormal/normal findings			
485.	System should have within each subcategory an area to allow the user to document “no abnormalities” or “not assessed” with one click. Additionally, each subcategory shall have an open text narrative field to allow the user to type in any pertinent findings or information they are not able to document via a click-box function.			
486.	System should include the following categories for physical exam – mental status, skin, HEENT, chest, abdomen, back, pelvis/GI/GU, extremities, neurological.			
487.	System should include 3-D gender-specific body forms in adult, child and infant versions for rapid documentation of wounds, fractures, and other clinical observations. 3-D forms should allow the user to rotate the figure 360 degrees and have zoom-in capabilities.			
488.	System should allow for documentation of “initial assessment” findings, as well as “ongoing assessment” findings. Initial assessment and ongoing assessment fields shall contain a time/date stamp function.			
489.	System should have a uniform template for entering Clinical Impressions, Injuries/other factors, as well as Supporting signs and symptoms.			
490.	Primary/Secondary Impression and Supporting Signs/Symptoms list should be editable by City.			
491.	Primary/Secondary Impression and Supporting Signs/Symptoms Categories shall include: Primary Impression, Secondary Impression, Anatomic Position, Chief Complaint System, Chief Complaint (open text narrative field, duration), Secondary Complaint (duration), Supporting Signs/Symptoms, Injuries (Patient injured Yes/No, Injury Details, Place of Injury, Injury Date/Time, Medical and/or Trauma, Alcohol/Drugs (Smell of Alcohol on Breath, Patient admits to alcohol use, Patient admits to drug use, Alcohol and/or Drug Paraphernalia at Scene, None, Unknown), Pregnancy Yes/No.			
492.	System should contain an open narrative field to allow users to document pertinent information related to the call. This field shall not be limited in length.			
493.	System should contain an “appended narrative” field to allow users to add narrative information to the call after the record has been “locked”.			
494.	System should provide for custom fields to be displayed related to how a patient was moved. These may include: How patient moved to ambulance, Patient position during transport, Patient was moved from Ambulance, Condition of patient at Destination.			
495.	System should have templates available to document Stroke Scale scoring.			
496.	System should contain specific documentation tools and reporting templates for specialty care patients including 1) Acute Coronary Syndromes (to include template for			

	user to document OPRQRST, 12 lead, Right-sided Posterior ECG, 12 lead transmission date/time stamp, and thrombolytic checklist), and 2) Advanced Airway (to include airway grading and Mallampati classification scales.			
497.	System should contain specific documentation tools for Burns utilizing user selected input on an anatomical model (to include body forms for infant, child, adult) to calculate body surface area burn percentage. Application shall contain an “edit” feature to allow users to edit selections made on the anatomical model.	☐	☐	
498.	System should have a CPR template for reporting of Cardiac arrest resuscitation details. This template should include the following categories: Pre-arrival details (Cardiac Arrest, Cardiac Arrest Etiology, Estimated Time of Arrest, Pre-arrival CPR , Instructions, Estimated time collapse to 911, Estimated time collapse to CPR, Arrest witness by), EMS Details (first defibrillation by, Time of first defibrillation, Initial ECG Rhythm, Rhythm at destination, Hypothermia provided/end of event, AED applied yes/no, applied by, defibrillated yes/no) CPR Details (Initiated by, Time of 1st CPR, CPR Feedback, ITD used, ROSC, ROSC time/date, ROSC Occurred, Resuscitation Attempted Yes/No, Resuscitation Discontinued Date/Time Stamp, Resuscitation Discontinued Reason, In Field Pronouncement Expired Time/Date/Physician).	☐	☐	
499.	System should contain a template for user reporting of Motor Vehicle Collision details. Templates should include at a minimum, MVC details (Vehicle type, Patient Position in vehicle, Seat row position of patient, Weather, Law Enforcement Case #, Extrication required, Open narrative field for Extrication comments, Time/Date stamp for extrication time), Collision Indicators (Dash deformity, Death, Ejection, Fire, Intrusion > 12”, Rollover, Side Post deformity, Steering wheel deformity, Windshield spider/star, Estimated speed, Safety devices utilized, Damage location, Airbag Deployment), Obstetrical, Spinal Immobilization, Trauma Criteria.	☐	☐	
500.	All fields should be available within the ePCR application and fully configurable by the system administrator.	☐	☐	
501.	System should have an attractive and intuitive graphic user interface	☐	☐	
502.	System should have fast performance and response time	☐	☐	
503.	System should allow patient care reports to be completed and accessed from any computer with an internet connection, but not require active internet connection to create ePCR	☐	☐	
504.	System should allow easy data input (e.g., auto-population of times/address fields from CAD, check boxes, drop down menus, etc.)	☐	☐	
505.	System should allow free-floating data entry. The user shall have the ability to work anywhere within the report once a record is open.	☐	☐	
506.	System's mobile application should allow for multiple input modes of entry (Touchscreen, digital pen, hand-writing recognition).	☐	☐	
507.	System's mobile application should allow the user to quickly and easily record patient vitals, medications administered, treatments and other EMS events, regardless of where they are in the patient record, with automatic time stamping of events.	☐	☐	

508.	System mobile application should have the ability to have multiple calls in various stages of completion at the same time.			
509.	System should automatically save work at predetermined intervals without the need to select a “Save” button.			
510.	System should feature a progressive entry of data. First responders will be able to “hand-off” electronically, via web transmission, demographic, assessment and treatment information to the transporting EMS agency.			
511.	System's mobile application should have a language translation tool that enables EMS providers in the field to communicate with non-English speaking patients. Users should be able to launch the translation tool without leaving the ePCR applications.			
512.	System should provide ability to create unlimited practice ePCRs for training.			
513.	System should have an easy to follow user manual.			
514.	System should contain validation tools to help ensure that all required medical information is captured on the ePCR.			
515.	System should have billing software integration and also must be able to submit data to the State of Idaho EMS Bureau with a submission interface. Along with these data elements, the application can have customizable data element, values, form layout and access.			
516.	System should contain a bi-directional NEMSIS/HL7 transformation engine that is ePCR and EMR vendor agnostic which enables agencies and hospitals to share vital patient information including EMS ePCR data and hospital outcomes and billing data in near real time.			
517.	System should have the capability to populate EMR and HIM systems with digital pre-hospital care records and discreet data.			
518.	System should include data analysis tools that EMS can utilize for QI initiatives pertaining to patient outcomes.			
519.	System should have the ability to create addendums for locked patient care reports. All addendums shall be time stamped and logged by user ID.			
520.	System should have the ability for electronic signature capture and storage capability for patients, users and other clinical staff.			
521.	System should have the ability for ePCR users to attach documents to the record. (Example: pictures, forms, billing forms, etc.).			
522.	System should feature Ad-Hoc report generation. This report generation tool shall allow the user to create an unlimited number of completely customized reports quickly and easily.			
523.	System should have the capability to support scheduled reports that are triggered which can alert key personnel of sentinel events or reports that run at scheduled intervals.			
524.	System should be capable of sending reports to specific email accounts, or have the ability to export the reports to Microsoft word, Excel, and PDF formats.			
525.	System should allow receiving hospitals electronic access to ePCRs. Authorized hospital users of the system should be able to log in and download ePCRs.			
526.	System should allow access only to those ePCRs on which they are identified as the receiving facility.			
527.	Multiple permitted users at the hospital should be able to access the ePCR.			
528.				

	City should maintain access control to the hospitals.			
529.	The application shall contain a tool that allows the ePCR system to track the amount of medical consumables used. Consumable tool must be configurable by system administrator. System should provide a quantitative and qualitative analysis for CQI (continuous quality improvement) management.	☐	☐	
P. Quality Assurance & Quality Improvement (QA/QI)				
530.	System should provide a quantitative and qualitative analysis for CQI (continuous quality improvement) management	☐	☐	
531.	System should provide a complete closed loop quality management process or QA/QI tool.	☐	☐	
532.	QA tool should include “Documentation Review”, “Call Review” and “Billing Review” modules	☐	☐	
533.	QA/QI tool should the ability to categorize documentation errors for tracking documentation error statistics with comment fields for further clarity.	☐	☐	
534.	The QA/QI tool should include a message system allowing the reviewer to submit request for additional information to the user(s) and alert messages to other quality managers.	☐	☐	
535.	When users respond to quality managers within the application an In and Out box should be available to help quality managers keep track of the CQI process.	☐	☐	
536.	Alerts should indicate that a crew has replied to the quality manager's request for information.	☐	☐	
537.	QA/QI tool should include the ability to query ePCRs by calendar date, incident number, lead provider, primary clinical impression, disposition and status. Further the QA/QI tool should allow the filter of ePCRs by unit and the ability to multi select units.	☐	☐	
538.	QA/QI tool should send alert messages to crews when quality managers need additional information. This alert feature should include a function whereby users can receive an alert indicating they have messages pending.	☐	☐	
539.	QA/QI tool should include “Call Reviews” and have the ability to document whether a treatment was medically necessary and medically appropriate. The review types should include clinical impression, personnel and procedures.	☐	☐	
540.	ePCR system should have a uniform billing template that includes the following categories: Last Name, First Name, Middle Name, Address, City, State, Zip, Phone Number, Insured SSN, Insured DOB, Primary Payer, Medicare #, Medicaid #, Primary Insurance, Primary Insurance Policy/Group Number, Secondary Insurance, Secondary Insurance Policy/Group #, Work Related Yes/No, Employer, Contact Number, Phone Number Occupation, Next of Kin.	☐	☐	
541.	Electronic patient care reporting program needs to be able to push data in an ASCII fixed with field, fixed with record, and relational record format.	☐	☐	
Q. Calendar				
542.	System should provide a master calendar of all personnel that tracks including but not limited to assignment, scheduled inspections, training, required operations training, work schedule, any information in the RMS with an associated date, etc.	☐	☐	
543.	System should permit users to query the master calendar based on, but not limited to assignment, date, personnel,	☐	☐	

	training, required operations training, inspections, any information in the RMS with an associated date, etc.			
544.	System should restrict viewing access to the master calendar.	☐	☐	
545.	System should prevent a user from modifying another user's calendar/activities.	☐	☐	
546.	System should permit users to enter all time including drive time from a single point in the system without opening a separate module.	☐	☐	

TECHNICAL REQUIREMENTS FORM

Table of Contents

A. Security Administration
B. Configuration
C. Infrastructure
D. Storage
E. Scalability
F. Licensing
G. Archiving & Audit Trail
H. Printing

Company Name:

TECHNICAL REQUIREMENTS

The following questions relate to the technical requirements that are required in the proposed solution.

Item #	Requirement	Comply?		Exceptions and/or Comments
		Yes	No	
A. Security Administration				
1.	Describe the depth and breadth of your system's security methodology (rights and privileges, user based, role based, etc…), including ability to assign security at different user and/or user group levels.	☐	☐	
2.	The system must include the capability to integrate into Windows Active Directory for user authentication and administration.	☐	☐	
3.	System should permit administrators to remote log out a workstation or have a session "time-out" in place.	☐	☐	
4.	Explain how your system segregates workflow administration privileges to accommodate enterprise deployment with numerous administrators.	☐	☐	

5.	Describe the system's ability for designated users to perform simple administrative tasks via web-based interface (e.g. Add new users, Change Passwords, Reset Passwords, Apply rights to user groups, etc…).	☐	☐	
6.	Describe how the solution allows for the system administrator(s) to hold a specific number of licenses for different features in order to guarantee access regardless of others logged in.	☐	☐	
7.	System should permit System Admin Users to view all users currently logged into the system.	☐	☐	
8.	System should permit system generated messages to system administrator or supervisor when a department defined number of unsuccessful sign-on attempts have occurred.	☐	☐	
9.	System should permit review of all computer activity performed by a specified user during a period of time when an unauthorized use of password has occurred.	☐	☐	
10.	System should permit vendor support to be provided via unique support accounts.	☐	☐	
11.	System should permit multiple administrative accounts.	☐	☐	
B. Configuration				
12.	System must be web-based and permit a browser access point to the system for client and remote access.	☐	☐	
13.	System should support SSL, https, and full encryption standards.	☐	☐	
14.	System provides a single interface for the configuration and administration of all major system components (e.g., user groups and rights, storage structure, records management, scripting, etc.).	☐	☐	
15.	Solution allows for ease of configuration, in that most administrative tasks can be done by an internal resource as opposed to a third-party software expert.	☐	☐	
16.	Quantify the number of configurable options in your solution.	☐	☐	
17.	The proposer must include support with installations of software during implementation.	☐	☐	
18.	The proposed system must be able to remotely deploy all updates to the system to include Mobile Data terminals with minimum impact to end users.	☐	☐	
C. Infrastructure				
19.	Database architecture supports multi-vendor platforms, specifically MS SQL and Oracle.	☐	☐	
20.	Describe your solutions support for virtualization.	☐	☐	
21.	System is compatible with MS Windows 7 (and newer), MS IIS 7.0 (and newer).	☐	☐	
D. Storage				
22.	Describe your solutions storage architecture and recommended appliances that you integrate to (e.g. EMC, NetApp).	☐	☐	
23.	Solution stores documents in their original, native file formats, not in a proprietary format.	☐	☐	
24.	How many native file formats do you support? If applicable, please explain any unique file types your system uses.	☐	☐	
25.	Solution should contain an export tool for massive exporting of content in a non-proprietary format.	☐	☐	
26.	For increased efficiencies in backup and database sizing,	☐	☐	

	content is stored with pointers in the database to file storage locations, as opposed to a blob in the database.			
27.	System's storage architecture allows for one to many different physical locations for the purpose of redundancy. If one of the locations were to have a failure, there would be no interruption of access to the data.	☐	☐	
28.	System must have the option to limit access to the storage locations based on service accounts.	☐	☐	
29.	Solution provides the ability to encrypt data at the database level and at the file storage level, as well as content that has been backed up/at rest.	☐	☐	
E. Scalability				
30.	Solution allows for development, test, and disaster recovery environments with no additional licensing fees.	☐	☐	
31.	System supports multiple application and web servers in a load balanced configuration environment for redundancy.	☐	☐	
32.	Please provide examples of scalability using real customer examples and metrics.	☐	☐	
F. Licensing				
33.	Describe how your software licensing model promotes multi-departmental adoption and enterprise growth.	☐	☐	
34.	System offers both dedicated user and concurrent (pooled) Client access licenses.	☐	☐	
35.	Primary client access licenses enable a user to access the system either over the web or via a desktop. A client license is not bound to either web-based access or desktop (thick client) access.	☐	☐	
36.	Describe additional test and development environments provided. What are the costs to license these environments – both software and maintenance?	☐	☐	
37.	System offers both perpetual and subscription / lease based licensing options. Describe.	☐	☐	
G. Archiving & Audit Trail				
38.	The system must include the capability to archive data and the ability to search data.	☐	☐	
39.	The system must maintain a history of all modifications.	☐	☐	
40.	The proposer should include the capability to perform ad-hoc queries and reports on the audit history of any record(s) or user(s).	☐	☐	
41.	System should permit display of date and time of last session upon user logon. Including date/time, number of attempts, user id, workstation id, code tables, etc.	☐	☐	
42.	System should auto archive data based on a date parameter controlled by the department administrator.	☐	☐	
43.	System should permit manual archiving of information based upon user-specified parameters.	☐	☐	
44.	System should permit automatic archive of information based upon user-specified parameters.	☐	☐	
45.	System should permit retention of deleted table information with the capability to perform an archive and final purge.	☐	☐	
46.	System should permit purge based on criteria.	☐	☐	
47.	System should maintain a log and display all times in military (24 hour) clock format.	☐	☐	
48.	System should permit all date and timestamps to be system generated.	☐	☐	

49.	System should maintain logs on all actions including, but not limited to any report sent to a printer, attempted breeches, changes, errors, file maintenance transactions, inquiries to other systems, user messages, override, security violations, successful sign-on, transaction entries, unsuccessful sign-on attempts, etc.			
50.	System should permit archiving of audit trails based on transaction type and/or date.			
51.	System should permit audit and logging functionality to be configurable.			
52.	System should permit extraction of reports from the audit trail.			
53.	System should permit manual archive of information based upon department specified parameters.			
54.	System should automatically archive information based upon department specified parameters.			
55.	System should permit securing of the audit log from user tampering.			
56.	System should permit sorting of stored messages based on priority and date/time.			
57.	System should permit storage of audit trail data including, but not limited to date and time stamp, input, edit, deletion, inquiry, printer Id, security level, terminal id, transaction type, type of data accessed during an inquiry, user id, user name, etc.			
58.	System should capture updates to a master record based on changes to time and date stamp, user id, etc.			
59.	System should permit tracking for system and user activity for a given day/period.			
60.	System should permit viewing of all audit records for all fields.			
61.	System should permit viewing of audit records for all databases.			
62.	System should permit viewing of audit trails online.			
63.	System should permit viewing of historical individual information.			
64.	System should provide an audit trail when data are sent/received electronically via email. Audit trail data includes, but is not limited to data sent, date and time stamp, received user id, sender user id, terminal id, etc.			
65.	System should provide a comprehensive search feature that will allow easy access to related audit components.			
66.	System should log all vendor access to system.			
67.	System should maintain an audit trail based on individual levels, module levels, record levels, etc.			
H. Printing				
68.	The proposer must include the capability to print to any local or network-attached printer.			
69.	The proposer must include the capability to control printing of non-public data.			
70.	The proposer should include the capability for exporting reports into ASCII/CSV/XLS/XML formats.			
71.	The proposer should include the capability to restrict printing of data.			

Bid #TS-16-03 - Fire Department Records Management System RFP

Time Left	**closed**	**# of offers**	**7**
Bid Started	**Jul 12, 2016 1:16:29 PM EDT**	**Notifications**	Report (Bidder Activity)
Bid Ended	This bid closed on Aug 23, 2016 2:00:00 PM EDT	**# of suppliers viewed**	**69** (View)
Agency Information	**City of Pembroke Pines, FL** (view agency's bids)	**Q & A**	Questions & Answers Questions: 3
Bid Classifications	Classification Codes		
Bid Regions	Regions		
Bid Contact	see contact information		
Delivery Location	One or more of the following locations		

City of Pembroke Pines

No Location Specified

Qty 1

Expected Expenditure n/a

View Rules	Click here to change the rules for this bid.
Bid Packet	Packet for Bid TS-16-03 [download]
Best and Final Offer:	Create

Approval

View Approval Flow	View Approval Flow
Approval Status	Approved

Description

Bid Number	TS-16-03
Title	Please submit all required documents here.
Contract Duration	One Time Purchase
Prices Good for	90 days
Budgeted Amount	$0.00 (change)
Standard Disclaimer	Bids/proposals must be submitted electronically

Please note vendors should be registered on BidSync under the name of the organization that they are operating as and it should match the organization name on the documents that they are submitting and utilizing when responding to the solicitation.
The vendor must provide the necessary information on the BidSync website and upload all of the requested documents listed in the PROPOSAL REQUIREMENTS section of this solicitation. Unless otherwise specified, the City requests for vendors to upload their documents as one (1) PDF document in the order that is outline in the bid package.
The City recommends for proposers to submit their proposals as soon as they are ready to do so. Please allow ample time to submit your proposals on the BidSync website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals. BidSync Support is happy to help you with submitting your proposal and to ensure that you are submitting your proposals correctly, but we ask that you contact their support line at 1-800-990-9339 with ample time before the bid closing date and time.
PLEASE DO NOT SUBMIT ANY PROPOSALS VIA MAIL, E-MAIL OR FAX.
However, please note that any required Bid Bond or Cashier's Check should be in a sealed envelope, plainly marked “BID SECURITY” (with the Solicitation Number and Title) and sent to the City of Pembroke Pines, City Clerk's Office, 5th Floor, 10100 Pines Boulevard, Pembroke Pines, FL 33026

Bid Comments The City of Pembroke Pines is seeking proposals from qualified firms to provide a Records Management System to be utilized by the City's Fire Department. The software would be utilized at the eight (8) Fire Department locations throughout the City. The licensing would have to accommodate approximately two-hundred and twenty-five (225) users.

Description Please see Section 1.5 "Proposal Requirements" for the information regarding what needs to be submitted.

Documents

Select All | Select None | Download Selected

1. TS-16-03 Fire Department Records Management System.pdf [download]
2. Attachment A - Contact Information Form.pdf [download]
3. Attachment B - Vendor Information Form and a W-9.pdf [download]
4. Attachment C - Non-Collusive Affidavit [download]
5. Attachment D - Sworn Statement on Public Entity Crimes [download]
6. Attachment E - Local Vendor Preference Certification [download]
7. Attachment F - Veteran Owned Small Business (VOSB) Preference Certification [download]
8. Attachment G - Equal Benefits Certification Form [download]
9. Attachment H - Proposers Qualifications Statement [download]
10. Attachment I - Sample Insurance Certificate.pdf [download]
11. Attachment J - Specimen Contract.pdf [download]
12. Attachment K - References Form [download]
13. Attachment L - Functional Requirements Form.docx [download]
14. Attachment M - Technical Requirements Form.docx [download]

= Included in Bid Packet = Excluded from Bid Packet

Change Made On Jul 27, 2016 2:28:01 PM EDT

Previous End Date Aug 9, 2016 2:00:00 PM EDT **New End Date** Aug 23, 2016 2:00:00 PM EDT

Contractor Advertisements

View All Ads

There are no advertisements on this solicitation.

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Question and Answers for Bid #TS-16-03 - Fire Department Records Management System

Create New Question

Question Deadline: Jul 25, 2016 8:30:00 PM EDT

Overall Bid Questions

Question 1

1. Whether companies from Outside USA can apply for this?
(like,from India or Canada)

2. Whether we need to come over there for meetings?

3. Can we perform the tasks (related to RFP) outside USA?

(like, from India or Canada)

edit

4. Can we submit the proposals via email????? **(Submitted: Jul 15, 2016 5:50:49 AM EDT)**

Answer

- 1. Yes.
  2. Yes.
  3. Some tasks can be accomplished remotely.
  4. No, all responses must be submitted through the BidSync website as outlined in the bid package. **(Answered: Jul 27, 2016 2:26:53 PM EDT)**

Add to Answer:

Question 2

Would the City please extend the deadline for submission of proposals in response to the RFP? Thanks very much for considering this question. **(Submitted: Jul 18, 2016 4:09:39 PM EDT)**

edit

Answer

- The City has extended the bid due date by two weeks. **(Answered: Jul 27, 2016 2:29:13 PM EDT)**

Add to Answer:

Question 3

1. How many annual fire and ems incidents do you respond?
2. How many hospitals do you transport to?
3. Can we have a definition for code tables?
4. Are you looking for a NEMSIS v2 or v3 system? EMSTARS requires collection of v3 data submission in the next year.

Functional Requirement Questions:
5. Question 77 - System should permit an interface between the RMS and the Pembroke Pines system to transfer building information.
What file format are you looking for?
6. Question 82 - System should support an interface between the Fire RMS and the City of Pembroke Pines Finance Systems.
What file format and frequency are you looking for? What type of interface do you require?
7. Question 295 - The proposer must provide a cost and time projection for successfully converting current data for system implementation with documented data validation process and acceptance review and sign off prior to go-live implementation.
What type of data? Please define.
8. Question 418 - System should support automatic data.
Please elaborate. **(Submitted: Jul 25, 2016 5:00:12 PM EDT)**

edit

Answer

- 1. 22,000
  2. 6
  3. Each data set has a code attached, example Daily shift schedule (Vacation day) is "906", that is a code assigned to it.
  4. V2
  5. CSV File
  6. CSV File
  7. Looking for a data migration plan. Moving current data into the new software
  8. Data in a SQL Data Base and CSV file dump. **(Answered: Jul 27, 2016 2:26:53 PM EDT)**

Add to Answer:

Submit

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RFP # TS-16-03 “Fire Department Records Management System”
8/23/16
Xerox
Bradley Reineke
888-866-9119
Bradley@FIREHOUSEsoftware.com

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Vendor Profile

Vendor Experience and Qualifications

XEROX FIREHOUSE Software

- FIREHOUSE Software Years in Business: 24 Years, Acquired by Xerox in 2009
- Total Xerox Employees: 140,000 Worldwide

XEROX Government Systems, LLC., is pleased to offer FIREHOUSE Software® (FH®), the most widely used, most user friendly, and most comprehensive Fire Department Records Management Software in the world.

Xerox's FIREHOUSE Solutions is pleased to offer FIREHOUSE Software (FH), the most widely used, most user friendly, and most comprehensive Fire Department Records Management Software in the world. In addition to our top-of-the-line products, we emphasize service and support. Our technical support staff has broad technical expertise and specialized fire & EMS experience. Many staff members have active roles with their own fire departments and EMS agencies. FH has a network of highly qualified regional sales representatives that specialize in FH. We attend all major fire industry conferences and view active participation in the National Fire Information Council (NFIC) to be an integral part of our continued support for clients and prospects alike.

Started in 1992 FH has been in production for over 24 years and currently has over 14,000 customers worldwide. FIREHOUSE Software is not only the most widely accepted software in the nation, but it is also the most widely respected by large and small agencies alike.

FH has made major strides in records management for the fire service as it's grown over the years. Our research and development staff are constantly developing new products, adding new features, and ensuring that all products are up to date and meeting the needs of all aspects of the fire service. In just the recent years, FH has announced new products like FH Cloud, FH Inspector for iPad, FH Mobile Response & Command, FH MEDIC, FH Analytics and FH NET. There are literally thousands of new features and updates promoting efficiency, ease of use, overall value, etc. included in today's FH.

FIREHOUSE Software is distinguished by its extreme versatility, the level to which integration between modules and products is carried out, its untarnished reputation for providing the highest level of customer service, and an unmatched commitment to excellence.

Versatility is provided through FIREHOUSE Software's many scalable solutions in addition to features such as User Defined Fields, System Rules & Default Values, Ad hoc report writer & query builder, user defined lookup options & plus 1 capability, Signature Forms, Auto Narratives, etc. Each of these features increases FIREHOUSE Software's flexibility to meet your specific needs but also is designed to increase efficiency and ease of use for its users.

FIREHOUSE Software provides specific features for integrating outside elements such as CAD, while also providing extraordinary internal integration between modules. FIREHOUSE Software prides itself

particularly in providing comprehensive tools allowing users to custom design import and export definitions, effectively making FH and collected data more fluid and powerful.

You will find that the FIREHOUSE Software (sales, support, and engineers) is comprised of subject matter experts (SMEs) who collectively understand the challenges of managing data, and creating processes that manage fire departments as well as the ever increasing complexities of the fire service.

FIREHOUSE is proposing FH Web. FH Web is a web-enabled version of FH that allows you to access FH from any workstation or tablet device with internet access, while still maintaining the ability to access via the client application. FH Web allows Pembroke Pines to maintain their data locally on city owned servers while allowing for access outside the station if needed. It provides the best of both worlds and allows all data to be accessed to meet the needs of your members and officer corp. FH Web is the widest used and most popular version with our midsize to large departments for the above reasons. FH Web is an enterprise version of FIREHOUSE and licensing is based upon concurrent use to ensure that you are only paying for the licenses that your department needs.

What is the annual R&D investment for the RMS solution being proposed (FH7) - both in terms of financial investment and total number of employees dedicated to the R&D function? The financial information for R&D is sensitive material that would be available to our competitors through the Freedom of Information Act. We can provide this information after project award.

How much of your R&D is a result of customer request (enhancement, new functionality)? At FIREHOUSE, we take customer input seriously and with that, most enhancements and functionality are the results of customer requests that estimate 40% - 60%.

Vendor Strategic Partnerships

FIREHOUSE Software has demonstrated an enduring commitment to developing practical, valuable, rich, and easy to use software for the discriminating user. Additionally, FH maintains a cordial relationship with technology's edge through continuous research and development targeting the 'future' needs of the Fire and Emergency Services industry. It is this depth in dedication to each (all) customer(s), and a healthy balance between absolute enthusiasm and caution for new technologies that uniquely positions FH as the industry leader. FIREHOUSE Software's history is checkered with success and leadership. One example of our leadership commitment is the announcement at the Microsoft campus in Redmond, Washington where Xerox and Microsoft made public the formation of a strategic alliance. The partnership extended the formidable presence of both companies within the Fire and Emergency Services communities. Embracing the .NET platform for the next generation of FIREHOUSE Software helps Xerox ensure long-term support of its client base by providing capabilities such as standards-based Web services, rich integration, and versatile mobility. FH is currently developing a migration path for its core products while also working on additional mobile modules all centered on the same development platform.

FIREHOUSE also maintains CAD interfaces with over 165 CAD vendors insuring that no matter what decisions dispatch makes with their choice in vendor we will be able to continue to bring your data in. We maintain partnerships with industry leading companies like FIRE RECOVERY USA, and KAPLAN. Partnerships with companies like the aforementioned allows us to easily provide products and services that interface with FIREHOUSE reducing paperwork and data entry into your system as your department grows.

Personnel

Please provide the current number of employees dedicated to the solution you are proposing. This information is sensitive material that would be available to our competitors through the Freedom of Information Act. We can provide this information after project award.

Please provide a breakdown of the employees dedicated to these functions:

a. R&D The financial information for R&D is sensitive material that would be available to our competitors through the Freedom of Information Act. We can provide this information after project award.

b. Technical Support - FIREHOUSE currently has 6 technical support personnel.

c. Services – FIREHOUSE currently has 21 service personnel.

d. Office locations

Sales: 400 Locust Suite 360 Des Moines, Iowa 50309

Support and Development: 2900 100th Street Urbandale, IA 50309

Please provide statistics related to the number of employees your company has added over the past 5 years. This information is sensitive material that would be available to our competitors through the Freedom of Information Act. We can provide this information after project award.

Have you ever had to lay off any employees? If so how when and how many? Through acquisitions and investments, employees have been affected in the past through reduction in force and other opportunities within the organization. This information is sensitive material that would be available to our competitors through the Freedom of Information Act. We can provide this information after project award.

Provide the longevity, in terms of years, of your executive management team – particularly your CEO and CTO. Ursula Burns is the current CEO of Xerox. She was named president in 2007, chief executive officer in 2009 and chairman in 2010. Sophie V. Vandebroek is the Chief Technology Officer of Xerox, and President of Xerox Innovation Group. She has been CTO and a corporate vice president of the corporation since 2006.

Competitive Analysis

FIREHOUSE sets itself aside in the market place on many avenues. The largest difference between FH and our competitors is the customization that the application allows you to do. Be those customizations in reports that the user can create, automated tasks, customs exports to HR, custom imports, and new field creation just to name a few. FIREHOUSE also allows for the customer to own and maintain all of their own data. Your data is stored in a SQL database and the tables readily available to you. You will always have the ability to get at and use your data be it from the RMS directly or through SQL. FIREHOUSE also allows you to import nearly all of your data into the system, which saves you money and allows you to have complete control of your historic data. FIREHOUSE prides itself on serving and handling the day to day operations of some of the largest metropolitan fire departments in the United States. Since our founding in 1992 FIREHOUSE has maintained the largest market share of fire RMS providers in the United States.

Approach to the Work

FIREHOUSE understands the overall intent of the RFP. In our 24 years of experience we have not only moved departments from paper to computers but departments from system to system. Often times those departments are using multiple systems for combined or single services. We understand the desire of Pembroke Pines to move to a single scalable all-encompassing system for the fire department. FIREHOUSE is proposing our software which can accomplish and meet all of your needs. All aspects of the work are included in the pricing from the software to the implementation. We take on the "no surprises" approach to projects of this size and complexity. FIREHOUSE approaches this project as we all of our projects with the customers' needs in mind and how we can best work together to accomplish meeting those needs. Often times we find departments have the ability to save time and reduce costs by implementing recommendations from FIREHOUSE during implementation.

We will start the process off with a kick off meeting where all aspects of the project will be discussed and an implementation plan created. Weekly implementation meetings will take place during the implementation phase. Once the system is installed we will plan and schedule training. The training plan will follow the needs of the department, be that train the trainer or FIREHOUSE staff taking on all training for the department. FIREHOUSE approaches all implementations as a team effort between the department and FIREHOUSE. Designated members on both sides will work to ensure that all issues that arise are known and with a clear line to their resolution. Please see the implementation plan further on in the RFP.

In reviewing the RFP the only issue that FIREHOUSE can see that presents itself is the large amount of historic data that the departments wishes to import into the system. The cost of the importation would easily cost more than the software and implementation if FIREHOUSE were to import the records. FIREHOUSE recommends that the department import the data using the built in importation tool that comes with FIREHOUSE. FIREHOUSE has the ability to import data from many file types using field mapping. Many departments have had success doing their own importation. FIREHOUSE would be happy to look at all of the data and provide a detailed cost for importing the data.

After reviewing the RFP FIREHOUSE believes that we are uniquely positioned to meet the needs of Pembroke Pines. FIREHOUSE can provide a solution that will streamline operations and help to reduce costs while at the same time providing the ability to easily maintain and store all of your data. Our partnerships will allow the city to use existing functionality and applications to recover costs and provide detailed reports to city administrators. Our scheduling solution will provide a unique interface and experience that will save hours of time for your officer corp automating a large number of their daily duties.

Previous Experience

How many organizations have implemented your solution overall? Over the years, FIREHOUSE has implemented product estimated at over 14,000 organizations.

Please describe the industries you service.
We service the fire rescue and EMS industries. Local government, industrial, and commercial.

How many organizations are still running your solution with an active maintenance and support contract (I.e. lifetime customer retention)? Currently we have over 6500 maintenance and support contracts.

How many organizations have implemented your solution in the past fiscal year FIREHOUSE averages 1,300 FIREHOUSE orders each month so 15,000 average, to over 868 customers.

How many customers were added in the past 3 fiscal years? Averaging the data from question 7 above, FIREHOUSE processed over 1,500 new orders in 2015, so a three year estimate would be over 4,000 new orders to customers.

Supplier: **Xerox State and Local Solutions Inc.**

REFERENCES FORM

Provide specific examples of similar contracts. References should be should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:

Name of Firm, City, County or Agency: **Houston Fire Department**

Address: **600 Jefferson, 7th Floor**

City/State/Zip: **Houston, Texas 77002**

Contact Name: **Raymond Castro** Title: **Fire Dept. Project Manager:**

E-Mail Address: **Raymond.Castro@houstontx.gov**

Telephone: **713-884-3797** Fax: **713-884-3797**

Project Information:

Name and location of the project: **Houston, Texas**

Nature of the firm's responsibility on the project: **85 concurrent user FH Web**
92 Stations,
569,308 calls for service
Project management and implementation aid.

Project duration: **2 months** Completion (Anticipated) Date: **Completed**

Size of project: **Large** Cost of project: **250K**

Work for which staff was responsible: **All**

Contract Type: **FH Web**

The results/deliverables of the project: **Project Completed**

REFERENCES FORM

Provide specific examples of similar contracts. References should be should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:

Name of Firm, City, County or Agency: **Memphis Fire Department**

Address: **65 South Front St.**

City/State/Zip: **Memphis, Tennessee 38103**

Contact Name: **Billy Freeman** Title: **Fire Dept. Project Manager**

E-Mail Address: **billy.freeman@memphistn.gov**

Telephone: **901-461-2902** Fax: **901-461-2902**

Project Information:

Name and location of the project: **Memphis, Tennessee**

Nature of the firm's responsibility on the project: **125 concurrent user FH Web**
55 Stations
128,757 calls for service

Project management and implementation aid.

Project duration: **5 months** Completion (Anticipated) Date: **Completed**

Size of project: **Large** Cost of project: **736K**

Work for which staff was responsible: **All**

Contract Type: **Annual**

The results/deliverables of the project: **Project Completed**

REFERENCES FORM

Provide specific examples of similar contracts. References should be should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:

Name of Firm, City, County or Agency: **Denver Fire Department**

Address: **10 Galapago Street**

City/State/Zip: **Denver, Colorado 80223**

Contact Name: **Gene Humpries** Title: **Fire Dept. Project Manager**

E-Mail Address: **gene.humphries@denvergov.org**

Telephone: **720-913-4330** Fax: **720-913-4330**

Project Information:

Name and location of the project: **Denver Fire Department**

Nature of the firm's responsibility on the project: **98 concurrent user FH Enterprise**
100 FH Inspector for iPad
33 Stations
105,920 calls for service
Project management and implementation aid.

Project duration: **3 months** Completion (Anticipated) Date: **Completed**

Size of project: **Large** Cost of project: **230K**

Work for which staff was responsible: **All**

Contract Type: **Annual**

The results/deliverables of the project: **Project Completed**

REFERENCES FORM

Provide specific examples of similar contracts. References should be should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:

Name of Firm, City, County or Agency: **Detroit Fire Department**

Address: **13131 Lyndon**

City/State/Zip: **Detroit MI**

Contact Name: **Orlando Watkins** Title: **Fire Data Manager**

E-Mail Address: **orlandow@detroitmi.gov**

Telephone: **313-585-6951** Fax: **313-585-6951**

Project Information:

Name and location of the project: **Detroit Fire Department**

Nature of the firm's responsibility on the project: **99 User FH Web**
Mobile Response
FH Inspector for iPad

Project duration: **5 months** Completion (Anticipated) Date: **August 2016**

Size of project: **Large** Cost of project: **686K**

Work for which staff was responsible: **Project Management**

Contract Type: **Annual**

The results/deliverables of the project: **In Progess**

REFERENCES FORM

Provide specific examples of similar contracts. References should be should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:

Name of Firm, City, County or Agency:

Address:

City/State/Zip:

Contact Name: Title:

E-Mail Address:

Telephone: Fax:

Project Information:

Name and location of the project:

Nature of the firm's responsibility on the project:

Project duration: Completion (Anticipated) Date:

Size of project: Cost of project:

Work for which staff was responsible:

Contract Type:

The results/deliverables of the project: **biddesk1**

REFERENCES FORM

Provide specific examples of similar contracts. References should be should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:

Name of Firm, City, County or Agency: **Houston Fire Department**

Address: **600 Jefferson, 7th Floor**

City/State/Zip: **Houston, Texas 77002**

Contact Name: **Raymond Castro** Title: **Fire Dept. Project Manager:**

E-Mail Address: **Raymond.Castro@houstontx.gov**

Telephone: **713-884-3797** Fax: **713-884-3797**

Project Information:

Name and location of the project: **Houston, Texas**

Nature of the firm's responsibility on the project: **85 concurrent user FH Web**
92 Stations,
569,308 calls for service
Project management and implementation aid.

Project duration: **2 months** Completion (Anticipated) Date: **Completed**

Size of project: **Large** Cost of project: **250K**

Work for which staff was responsible: **All**

Contract Type: **FH Web**

The results/deliverables of the project: **Project Completed**

REFERENCES FORM

Provide specific examples of similar contracts. References should be should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:

Name of Firm, City, County or Agency: **Memphis Fire Department**

Address: **65 South Front St.**

City/State/Zip: **Memphis, Tennessee 38103**

Contact Name: **Billy Freeman** Title: **Fire Dept. Project Manager**

E-Mail Address: **billy.freeman@memphistn.gov**

Telephone: **901-461-2902**Fax: **901-461-2902**

Project Information:

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55 Stations
128,757 calls for service

Project management and implementation aid.

Project duration: **5 months** Completion (Anticipated) Date: **Completed**

Size of project: **Large** Cost of project: **736K**

Work for which staff was responsible: **All**

Contract Type: **Annual**

The results/deliverables of the project: **Project Completed**

REFERENCES FORM

Provide specific examples of similar contracts. References should be should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

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Address: **10 Galapago Street**

City/State/Zip: **Denver, Colorado 80223**

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Size of project: **Large** Cost of project: **230K**

Work for which staff was responsible: **All**

Contract Type: **Annual**

The results/deliverables of the project: **Project Completed**

Implementation Plan, Scheduling and Cost Control

FIREHOUSE estimates 90 -120 days from start to finish for software installation and go-live. Typical projects of this size have been completed in that time frame. As with every project complexity in interface creation and data conversion are possible to arise that may cause delays in full product functionality. In the initial installation phase all items of importance and possible delays will be addressed and a plausible timeline created to ensure that the project remains on schedule. Our timelines are achievable through constant communication during all stages of implementation as well as logical project timelines based upon complexity and customer needs. Scheduling of project tasks and training are discussed later on in the response. Cost control is maintained through the listed price and strict adherence to it, any deviations from listed software or product additions by Pembroke Pines from the listed price may result in added costs and increased implementation time. The cost listed is for aided installation, training, support, and continued support of the product.

Financial Capability

Financial Information Redacted by the City.

Project Cost

Please see uploaded Attachment A with signature for pricing.

All costs for training and onsite visits are included in the cost estimate. All costs are included in the estimate.

Billing Schedule

Item Number	Description	Price
300001	FH Cloud - New Client Package	
300002	FH Cloud - Upgrade Package	
320001	FH Enterprise- Bundled System	6,500.00
320002	FH Enterprise - Additional User	885.00
320003	FH Enterprise Accounts Receivable Module	2,085.00
320004	FH Enterprise - Apparatus	2,085.00
320005	FH Enterprise - EMS	2,085.00
320006	FH Enterprise - Hydrant	2,085.00

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320007	FH Enterprise - Fire Incident	2,085.00
320008	FH Enterprise - Per Module Additional User	290.00
320009	FH Enterprise - Occupancy	2,085.00
320010	FH Enterprise - Staff	2,085.00
320011	FH Enterprise - Staff Schedule Module	2,085.00
320012	FH Enterprise - Staff Schedule Module Additional User	290.00
330001	FH Web -Bundled System	10,800.00
330002	FH Web - Additional User	1,615.00
330003	FH Web Accounts Receivable Module	3,450.00
330005	FH Web EMS Module	3,450.00
330006	FH Web Hydrant Module	3,450.00
330007	FH Web Fire Incident Module	3,450.00
330008	FH Web Individual Module Additional User	515.00
330009	FH Web Occupancy Module	3,450.00
330010	FH Web Personnel Module	3,450.00
330011	FH Web Staff Scheduling Module	3,450.00
330012	FH Web Staff Scheduling Module Additional User	515.00
341018	FH Intergraph Stored Procedure	10,000.00
342001	CAD Interface Enterprise additional user	560.00
342003	FH Enterprise Generic CAD Interface	2,225.00
350007	FH Mobile Device Monitor for Zoll	
350008	FH Mobile Device Monitor for Lifepak	
350011	FH Mobile Inspections	885.00
350012	FH Mobile PrePlan Viewer	550.00
350014	FH Sketch Preplan Drawing Module	885.00
350015	FH Sketch Additional User	140.00
350016	FH Inspector for iPad	750.00
350019	FH Analytics - 1 User	2,500.00
350020	FH Analytics - 2 User	5,000.00
350021	FH Analytics - 3 User	7,500.00
350022	FH Analytics - 5 User	10,000.00
350023	FH Analytics - 10 User	15,000.00
350024	FH Analytics License	1,500.00
350025	FH Analytics Additional License	750.00
360007	2006 International Fire Code	1,000.00
360008	Life Safety Violation Codes	1,000.00
360009	2000 NFPA 101 Life Safety Violation Codes	1,000.00

360010	2003 NFPA 101 Life Safety Violation Codes	1,000.00
360011	2006 NFPA 101 Life Safety Violation Codes	1,000.00
360012	2003 IFC Codes for OH.	1,000.00
360015	EMS state specific export	
360016	Enterprise EMS state specific export	
360018	FH Custom Export Definitions	
360019	FH Custom Import	
360025	FH Billing Interface for Ortivus EMS Billing	4,860.00
360027	FH Telestaff Roster Interface	2,600.00
360029	Localization 10% of total Licenses	0.10
360030	Data Con Service	
360031	Misc Development by FH Staff	
360032	Custom Report Development	
360034	FH NEMSIS Import	
360035	2009 International Fire Codes	1,000.00
360036	2009 NFPA 1 Uniform Violation Codes	1,000.00
360037	2009 NFPA 101 Life Safety Violation Codes	1,000.00
360038	Discount	
372001	FH Enterprise Additional User Support	185.00
372002	Enterprise CAD Monitor Additional User Support	125.00
372003	Enterprise CAD Monitor Support	475.00
372005	FH Enterprise - Complete System Support	970.00
372006	FH Enterprise - Module Support	185.00
372007	FH Enterprise - Additional User Support per Module	60.00
372501	FH Enterprise Additional User Support	185.00
372502	CAD Monitor Additional User Support	125.00
372503	CAD Monitor Support Renewal	475.00
372505	FH Enterprise - Complete System Support	970.00
372506	FH Enterprise - Module Support	185.00
372507	FH Enterprise - Additional User Support per Module	60.00
373001	FH Web Additional User Support	270.00
373002	Web CAD Monitor Additional User Support	125.00
373003	Web CAD Monitor Support	475.00
373005	FH Web - Complete System Support	1,850.00

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373006	FH Web Module Support	520.00
373007	FH Web Additional User Support per Module	90.00
373501	FH Web Additional User Support Renewal	270.00
373502	CAD Monitor Additional User Support	125.00
373503	Cad Monitor Support Renewal	475.00
373505	FH Web Support Renewal	1,850.00
373506	FH Web Module Support Renewal	520.00
373507	FH Web Individual Module Additional User Support Renewal	90.00
375001	FH Mobile EMS annual support cost	295.00
375002	FH Mobile Incident Command and PrePlan Viewer Support	315.00
375003	FH Mobile Inspections Support	170.00
375004	FH Mobile PrePlan Viewer Support	90.00
375007	FH Sketch Support	170.00
375008	FH Sketch Additional User Support	70.00
375010	FH Bar Coding Support	110.00
375011	FH Analytics Support - 1 User	500.00
375012	FH Analytics Support - 2 User	1,000.00
375013	FH Analytics Support - 3 User	1,500.00
375014	FH Analytics Support - 5 User	2,000.00
375015	FH Analytics Support - 10 User	3,000.00
375501	FH Mobile EMS annual support cost renewal	295.00
375502	FH Mobile Incident Command and PrePlan Viewer Support Renewal	315.00
375503	FH Mobile Inspections Support Renewal	170.00
375504	FH Mobile PrePlan Viewer Support Renewal	90.00
375506	FH mobile incident command bar code support renewal	250.00
375507	FH Sketch Support Renewal	170.00
375508	FH Sketch Additional User Support Renewal	70.00
375509	FH Inspector for iPad Renewal	150.00
375510	FH Bar Coding Support Renewal	110.00

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375511	FH Analytics Renewal - 1 User	500.00
375512	FH Analytics Renewal - 2 User	1,000.00
375513	FH Analytics Renewal - 3 User	1,500.00
375514	FH Analytics Renewal - 5 User	2,000.00
375515	FH Analytics Renewal - 10 User	3,000.00
375516	FH Analytics Renewal	1,500.00
375517	FH Analytics Renewal	750.00
375534	FH Medic	1,500.00
375535	FH Medic Limited	750.00
376001	Support Call (no contract)	120.00
376002	Support contract for Ortivus Billing Interface	975.00
376502	Support renewal for Ortivus Billing Interface	975.00
380003	Custom Internet Based Training (per hour)	125.00
380004	Training on-site per day charge (8 hours)	1,750.00
360042	2012 International Fire Codes	1,000.00
300003	FH Cloud - Sketch	
360043	Cost Recovery Services	
330004	FH Web Apparatus Module	3,450.00
350034	FH Medic	1,500.00
300004	FH Cloud - Sketch (New)	
350027	FH Mobile Response w/Navigation	1,280.00
350028	FH Mobile Response Premium	2,075.00
375019	FH Mobile Response Support	320.00
375020	FH Mobile Response Support	519.00
350035	FH Medic - Limited	750.00
360040	FH Desktop Maps	800.00
376003	FH Desktop Maps Support	180.00
376503	FH Desktop Maps Renewal	180.00
375519	FH Mobile Response Support	320.00
375520	FH Mobile Response Support	519.00
350026	FH Mobile Response Basic	1,040.00
375018	FH Mobile Response Support	260.00
360045	2012 NFPA 101 Life Safety Violation Codes	1,000.00
360044	2012 NFPA 1 Life Safety Violation Codes	1,000.00

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350029	Mobile Response Premium Upgrade	
350030	Mobile Response Premium Upgrade	
350031	Upgrade to Mobile Response Basic	
350032	Upgrade to Mobile Response Nav	
350033	Upgrade to Mobile Response Prem	
375518	FH Mobile Response Support	260.00
360046	Mobile Response Custom	
350036	FH Mobile Command License	5,336.00
375036	FH Mobile Command Support	1,334.00
375536	FH Mobile Command Support Renewal	1,334.00
376004	FH Gold Support	3,300.00
376005	FH Platinum Support	4,800.00
350037	FH Medic (iPad)	1,500.00
350038	FH Medic Limited (iPad)	750.00
375537	FH Medic (iPad)	1,500.00
357538	FH Medic Limited (iPad)	750.00
300501	FH Cloud Annual Contract Payment	
300502	FH Sketch Annual Contract Payment	
309501	FH Cloud Annual Contract Payment	
309502	FH Sketch Annual Contract Payment	
360049	2015 International Fire Codes	1,000.00

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City of Pembroke Pines

Attachment A

CONTACT INFORMATION FORM

IN ACCORDANCE WITH **"RFP # TS-16-03"** dated **July 12, 2016** titled **"Fire Department Records Management System"** attached hereto as a part hereof, the undersigned submits the following:

A) Contact Information

The Contact information form shall be electronically signed by one duly authorized to do so, and in case signed by a deputy or subordinate, the principal's properly written authority to such deputy or subordinate must accompany the proposal. This form must be completed and submitted through www.bidsync.com as part of the bidder's submittal. The vendor must provide their pricing through the designated lines items listed on the BidSync website.

COMPANY INFORMATION:

COMPANY: FIREHOUSE Software

STREET ADDRESS: 2900 University Ave. Suite 360

CITY, STATE & ZIP CODE: Urbandale, IA 50322

PRIMARY CONTACT FOR THE PROJECT:

NAME: Bradley Reineke TITLE: Regional Account Manager

E-MAIL: bradley@firehousesoftware.com

TELEPHONE: 888-866-9119 FAX: 515-493-4374

AUTHORIZED APPROVER:

NAME: Shayne Boyd TITLE: Vice President

E-MAIL: shayne.boyd@xerox.com

TELEPHONE: 859-550-2614 FAX: _____

SIGNATURE: _____

City of Pembroke Pines

Attachment A

B) Proposal Form

A. Purchase Option

1) Cost to provide a Records Management System for the City's Fire Department including all software and related services for the setup, customization, installation, training, implementation and the initial year of maintenance and support of the system, as specified in the RFP. $ _____

2) Additional cost (if any) and explanation of cost. $ _____

B. Financing Option

1) Principal amount to be financed (this should match the amount stated in the purchase option listed above for the cost to provide the system including all software and related services for the setup, customization, installation, training, implementation and the initial year of maintenance and support of the system) $ _____

2) Interest rate _____ %

3) Monthly payment $ _____

4) Length of the financing _____ months

5) Terms for early pay-off, such as penalty _____

_____

_____

6) Late fees _____

_____

_____

7) Additional cost (if any) and explanation of cost. $ _____

_____

_____

C. Lease Option

1) Monthly lease payment $ _____

2) Length of the lease _____ months

3) Implied interest rate _____ %

4) Optional Purchase Price to acquire the system at the end of the lease $ _____

5) Additional cost (if any) and explanation of cost. $ _____

_____

_____

D. Additional Information

1) Cost of annual maintenance and support after the first year of service.

$ _____ for year two

$ _____ for year three

$ _____ for year four

$ _____ for year five

$ _____ for year six

3) These prices are valid for _____ calendar days after the bid has been opened. Please note: This must be greater than or equal to 120 calendar days after the bid opening.

4) Anticipated number of business days that it will take to complete the overall project. _____ business days

(OFFICE USE ONLY) Vendor number:

Please complete this vendor information form entirely along with the IRS Form W-9, scan and upload it to the www.bidsync.com

Vendor Information Form

Operating Name (Payee)	FIREHOUSE Software		
Legal Name (as filed with IRS)	Xerox Government Systems		
Remit-to Address (For Payments)	400 Locust Suite 360		
	Des Moines, IA 50309		
Remit-to Contact Name:	Bradley Reineke	**Title:**	Regional Account Manager
Email Address:	bradley@firehousesoftware.com		
Phone #:	888-866-9119	**Fax #**	515-493-4374
Order-from Address (For purchase orders)	FIREHOUSE Software 400 Locust Suite 360		
	Des Moines, IA 50309		
Order-from Contact Name:	Bradley Reineke	**Title:**	Regional Account Manager
Email Address:	bradley@firehousesoftware.com		
Phone #:	888-866-9119	**Fax #**	
Return-to Address (For product returns)	400 Locust Suite 360		
	Des Moines, IA 50309		
Return-to Contact Name	Bradley Reineke	**Title:**	Regional Account Manager
Email Address:	bradley@firehousesoftware.com		
Phone #:	888-866-9119	**Fax #**	515-493-4374
Payment Terms:	net 30		

Type of Business (please check one and provide Federal Tax identification or social security Number)

- ☑ **Corporation**
- ☐ **Sole Proprietorship/Individual**
- ☐ **Partnership**
- ☐ **Health Care Service Provider**
  - ☐ **LLC – C (C corporation) – S (S corporation) – P (partnership)**
- ☐ **Other (Specify):**

Federal ID Number: 16-0468020

Social Security No.:

Name of Applicant / Signature _____

Title of Applicant Regional Account Manager **Date** 8/23/2016

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See **Specific Instructions** on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number
☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here **Signature of U.S. person ▶** **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor[2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity[4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov.* You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Xerox Corporation

2 Business name/disregarded entity name, if different from above
Xerox Business Services, LLC (TIN 32-0293031) and Xerox Government Systems, LLC (TIN 23-2154345)

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) 5
Exemption from FATCA reporting code (if any) D
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
2900 100 St. Ste 309

Requester's name and address (optional)

6 City, state, and ZIP code
Urbandale, IA 50322

7 List account number(s) here (optional)
Note: Remittances must be sent to Xerox Business Services LLC, PO Box 201322, Dallas, TX 75320-1322

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number
1 6 – 0 4 6 8 0 2 0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here **Signature of U.S. person ▶** MR Kathleen Janus **Date ▶** 01/01/2016

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

City of Pembroke Pines

BidSync

8/23/2016

Supplier: **Xerox State and Local Solutions Inc.**

City of Pembroke Pines

Attachment C

NON-COLLUSIVE AFFIDAVIT

BIDDER is the **Representative**,
(Owner, Partner, Officer, Representative or Agent)

BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached Bid or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

Printed Name/Signature **Bradley Reineke**

Title **Regional Account Manager**

Name of Company **Xerox Government Solutions**

Other completed documents

Supplier Response Form

City of Pembroke Pines Attachment C

NON-COLLUSIVE AFFIDAVIT

BIDDER is the Representative,
(Owner, Partner, Officer, Representative or Agent)

BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached Bid or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

Printed Name/Signature Bradley Reineke *

Title Regional Account Manager

Name of Company biddesk1 *

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Supplier Response Form

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Supplier: **Xerox State and Local Solutions Inc.**

City of Pembroke Pines

Attachment D

SWORN STATEMENT
ON PUBLIC ENTITY CRIMES
UNDER FLORIDA STATUTES CHAPTER 287.133(3)(a).

1. This sworn statement is submitted **Xerox Corporation** (name of entity submitting sworn statement) whose business address is and (if applicable) its Federal Employer Identification Number (FEIN) is **16-0468020**. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: .)

2. My name is **Shayne Boyd** and my
(Please print name of individual signing)

relationship to the entity named above is **Vice President**.

3. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that a "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

5. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   1. A predecessor or successor of a person convicted of a public entity crime: or

   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The Cityship by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

6. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any

natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

7. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Please indicate which statement applies.)**

☑ A) Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☑ B) The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **(Please indicate which additional statement applies.)**

☐ B1) There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **(Please attach a copy of the final order.)**

☐ B2) The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **(Please attach a copy of the final order.)**

☑ B3) The person or affiliate has not been placed on the convicted vendor list. **(Please describe any action taken by or pending with the Department of General Services.)**

Shayne Boyd	**Vice President**	**8/23/16**
Bidder's Name/Signature	Company	Date

City of Pembroke Pines

Attachment D

SWORN STATEMENT

ON PUBLIC ENTITY CRIMES
UNDER FLORIDA STATUTES CHAPTER 287.133(3)(a).

1. This sworn statement is submitted Xerox Corporation (name of entity submitting sworn statement) whose business address is _____ and (if applicable) its Federal Employer Identification Number (FEIN) is 16-0468020. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. My name is Shayne Boyd and my
(Please print name of individual signing)

   relationship to the entity named above is Vice President.

3. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that a "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

5. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   1. A predecessor or successor of a person convicted of a public entity crime: or

   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The Cityship by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

6. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity, or which otherwise transacts or applies to transact business

with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

7. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Please indicate which statement applies.)**

☑ A) Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☑ B) The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **(Please indicate which additional statement applies.)**

☐ B1) There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **(Please attach a copy of the final order.)**

☐ B2) The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **(Please attach a copy of the final order.)**

☑ B3) The person or affiliate has not been placed on the convicted vendor list. **(Please describe any action taken by or pending with the Department of General Services.)**

Shayne Boyd *	Vice President *	8/23/16 *
Bidder's Name/Signature	Company	Date

Supplier Response Form

City of Pembroke Pines

Att

PROPOSER'S QUALIFICATIONS STATEMENT

PROPOSER shall furnish the following information. Failure to comply with this requirement will render Bid non-responsive and shall cause its rejection. Additional sheets shall be attached as required.

PROPOSER'S Name and Principal Address:

22

Supplier: **Xerox State and Local Solutions Inc.**

City of Pembroke Pines

Attachment E

LOCAL VENDOR PREFERENCE CERTIFICATION

SECTION 1 GENERAL TERM

LOCAL PREFERENCE

The evaluation of competitive bids is subject to section 35.36 of the City's Procurement Procedures which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation. A local business shall be defined as:

1. "Local Pembroke Pines Vendor" shall mean a business entity which has maintained a permanent place of business with full-time employees within the City limits for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the City of Pembroke Pines.

OR;

2. "Local Broward County Vendor" shall mean or business entity which has maintained a permanent place of business with full-time employees within the Broward County limits for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the Broward County or the city within Broward County where the business resides.

A preference of five percent (5%) of the total evaluation point, or five percent (5%) of the total price, shall be given to the **Local Pembroke Pines Vendor(s);** A preference of two and a half percent (2.5%) of the total evaluation point for local, or two and a half percent (2.5%) of the total price, shall be given to the **Local Broward County Vendor(s)**.

COMPARISON OF QUALIFICATIONS

The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preference established in no way prohibit the right of the city from giving any other preference permitted by law instead of the preferences granted, nor prohibit the city to select the bid or proposal which is the most responsible and in the best interests of the city.

SECTION 2 AFFIRMATION

LOCAL PREFERENCE CERTIFICATION:

☐ Place a check mark here only if affirming bidder meets requirements above as a Local Pembroke Pines Vendor. In addition, the business must attach a current business tax receipt from the City of Pembroke Pines along with any previous business tax receipts to indicate that the business entity has maintained a permanent place of business for a minimum of one (1) year.

☐ Place a check mark here only if affirming bidder meets requirements above as a Local Broward County Vendor. In addition, the business must attach a current business tax receipt from the Broward County or the city within Broward County where the business resides along with any previous business tax receipts to indicate that the business entity has maintained a permanent place of business for a minimum of one (1) year.

☑ Place a check mark here only if affirming bidder does not meet the requirements above as a Local Vendor.

Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for Local Preference. This form must be completed by/for the proposer; the proposer WILL NOT qualify for Local Vendor Preference based on their sub-contractors' qualifications.

COMPANY NAME: **FIREHOUSE Software**

PRINTED NAME / AUTHORIZED SIGNATURE: **biddesk1**

Supplier: **Xerox State and Local Solutions Inc.**

City of Pembroke Pines

Attachment F

VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION

SECTION 1 GENERAL TERM

VETERAN OWNED SMALL BUSINESS (VOSB) PREFEREENCE

The evaluation of competitive bids is subject to section 35.37 of the City's Procurement Procedures which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to veteran owned small businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with the following objective criteria as of the bid or proposal submission date stated in the solicitation. A veteran owned small business shall be defined as:

1. "Veteran Owned Small Business" shall mean a business entity which has received a "Determination Letter" from the United States Department of Veteran Affairs Center for Verification and Evaluation notifying the business that they have been approved as a Veteran Owned Small Business (VOSB).

A preference of two and a half percent (2.5%) of the total evaluation point, or two and a half percent (2.5%) of the total price, shall be given to the **Veteran Owned Small Business (VOSB)**. This shall mean that if a **VOSB** submits a bid/quote that is within 2.5% of the lowest price submitted by any vendor, the **VOSB** shall have an option to submit another bid which is at least 1% lower than the lowest responsive bid/quote. If the **VOSB** submits a bid which is at least 1% lower than that lowest responsive bid/quote, then the award will go to the **VOSB**. If not, the award will be made to the vendor that submits the lowest responsive bid/quote. If the lowest responsive and responsible bidder IS a **"Local Pembroke Pines Vendor" (LPPV)** or a **"Local Broward County Vendor" (LBCV)** as established in Section 35.36 of the City's Code of Ordinances, entitled "Local Vendor Preference", then the award will be made to that vendor and no other bidders will be given an opportunity to submit additional bids as described herein.

If there is a **LPPV**, a **LBCV**, and a **VOSB** participating in the same bid solicitation and all three vendors qualify to submit a second bid, the **LPPV** will be given first option. If the **LPPV** cannot beat the lowest bid received by at least 1%, an opportunity will be given to the **LBCV**. If the **LBCV** cannot beat the lowest bid by at least 1%, an opportunity will be given to the **VOSB**. If the **VOSB** cannot beat the lowest bid by at least 1%, then the bid will be awarded to the lowest bidder.

If multiple **VOSBs** submit bids/quotes which are within 2.5% of the lowest bid/quote and there are no **LPPV** or **LBCV** as described in Section 35.36 of the City's Code of Ordinance, entitled "Local Vendor Preference", then all **VOSBs** will be asked to submit a **Best and Final Offer (BAFO)**. The award will be made to the **VOSB** submitting the lowest **BAFO** providing that that **BAFO** is at least 1% lower than the lowest bid/quote received in the original solicitation. If no **VOSB** can beat the lowest bid/quote by at least 1%, then the award will be made to the lowest responsive bidder.

COMPARISON OF QUALIFICATIONS

The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preference established in no way prohibit the right of the city from giving any other preference permitted by law instead of the preferences granted, nor prohibit the city to select the bid or proposal which is the most responsible and in the best interests of the city.

SECTION 2 AFFIRMATION

VETERAN OWNED SMALL BUSINESS (VOSB) PREFEREENCE CERTIFICATION:

☐ Place a check mark here only if affirming bidder meets requirements above as a Veteran Owned Small Business.
In addition, the bidder must attach the "Determination Letter" from the U.S. Dept. of Veteran Affairs Center.

☑ Place a check mark here only if affirming bidder does not meet the requirements above as a VOSB.

Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for VOSB Preference. This form must be completed by/for the proposer; the proposer WILL NOT qualify for VOSB Preference based on their sub-contractors' qualifications.

COMPANY NAME: **FIREHOUSE Software**

PRINTED NAME / AUTHORIZED SIGNATURE: **biddesk1**

Supplier: **Xerox State and Local Solutions Inc.**

City of Pembroke Pines

Attachment G

EQUAL BENEFITS CERTIFICATION FORM
FOR DOMESTIC PARTNERS AND ALL MARRIED COUPLES

Except where federal or state law mandates to the contrary, a Contractor awarded a Contract pursuant to a competitive solicitation shall provide benefits to Domestic Partners and spouses of its employees, irrespective of gender, on the same basis as it provides benefits to employees' spouses in traditional marriages.

The Contractor shall provide the City and/or the City Manager or his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this section, and upon request shall provide evidence that the Contractor is in compliance with the provisions of this section upon each new bid, contract renewal, or when the City Manager has received a complaint or has reason to believe the Contractor may not be in compliance with the provisions of this section. Records shall include but not be limited to providing the City and/or the City Manager or his/her designee with certified copies of the Contractor's records pertaining to its benefits policies and its employment policies and practices.

The Contractor must conspicuously make available to all employees and applicants for employment the following statement:

> **"During the performance of a contract with the City of Pembroke Pines, Florida, the Contractor will provide Equal Benefits to its employees with spouses, as defined by Section 35.39 of the City's Code of Ordinances, and its employees with Domestic Partners and all Married Couples".**

The posted statement must also include a City contact telephone number and email address which will be provided to each contractor when a covered contract is executed.

SECTION 1 DEFINITIONS

1. **Benefits** means the following plan, program or policy provided or offered by a contractor to its employees as part of the employer's total compensation package which may include but is not limited to sick leave, bereavement leave, family medical leave, and health benefits.

2. **Cash Equivalent** mean the amount of money paid to an employee with a domestic partner or spouse in lieu of providing benefits to the employee's domestic partner or spouse. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee for his or her spouse from a traditional marriage.

3. **Covered Contract** means a contract between the City and a contractor awarded subsequent to the date when this section becomes effective valued at over $25,000 or the threshold amount required for competitive bids as required in section 35.18(A) of the Procurement Code.

4. **Domestic Partner** shall mean any two (2) adults of the same or different sex who have registered as domestic partners with a governmental body pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at least one of the domestic partners. A contractor may institute an internal registry to allow for the provision of equal benefits to employees with domestic partners who do not register their partnerships pursuant to a governmental body authorizing such registration, or who are

located in a jurisdiction where no such governmental domestic partnership registry exists. A contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by the City of Pembroke Pines.

5. **Equal benefits** means the equality of benefits between employees with spouses and/or dependents of spouses and employees with domestic partners and/or dependents of domestic partners, and/or between spouses of employees and/or dependents of spouses and domestic partners of employees and/or dependents of domestic partners.

6. **Spouse** means one member of a married pair legally married under the laws of any state within the United States of America or any other jurisdiction under which such marriage is legally recognized, irrespective of gender.

7. **Traditional marriage** means a marriage between one man and one woman.

SECTION 2 CERTIFICATION OF CONTRACTOR

The firm providing a response, by virtue of the signature below, certifies that it is aware of the requirements of Section 35.39 "City Contractors providing Equal Benefits for Domestic Partners and all Married Couples" of the City's Code of Ordinances, and certifies the following (**Check only one box below)**:

☑ **A.** Contractor currently complies with the requirements of this section; or

☐ **B.** Contractor will comply with the conditions of this section at the time of contract award; or

☐ **C.** Contractor will not comply with the conditions of this section at the time of contract award: or

☐ **D.** Contractor does not comply with the conditions of this section because of the following allowable exemption **(Check only one box below):**

☐ **1.** The Contractor does not provide benefits to employees' spouses in traditional marriages;

☐ **2.** The Contractor provides an employee the cash equivalent of benefits because the Contractor is unable to provide benefits to employees' Domestic Partners or spouses despite making reasonable efforts to provide them. To meet this exception, the Contractor shall provide a notarized affidavit that it has made reasonable efforts to provide such benefits. The affidavit shall state the efforts taken to provide such benefits and the amount of the cash equivalent. Cash equivalent means the amount of money paid to an employee with a Domestic Partner or spouse rather than providing benefits to the employee's Domestic Partner or spouse. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee's spouse;

☐ **3.** The Contractor is a religious organization, association, society, or any non-profit charitable or educational institution or organization operated supervised or controlled by or in conjunction with a religious organization, association, or society;

☐ **4.** The Contractor is a governmental agency;

The certification shall be signed by an authorized officer of the Contractor. Failure to provide such certification (by checking the appropriate boxes above along with completing the information below) shall result in a Contractor being deemed non-responsive.

COMPANY NAME: **Xerox Corporation**

AUTHORIZED OFFICER NAME / SIGNATURE: **Shayne Boyd**

Supplier: **Xerox State and Local Solutions Inc.**

City of Pembroke Pines

Attachment H

PROPOSER'S QUALIFICATIONS STATEMENT

PROPOSER shall furnish the following information. Failure to comply with this requirement will render Bid non-responsive and shall cause its rejection. Additional sheets shall be attached as required.

PROPOSER'S Name and Principal Address:

Bradley Reineke
400 Locust Suite 360
Des Moines, Iowa
50309

Contact Person's Name and Title: **Bradley Reineke**

Contact Person's E-mail Address: **bradley@firehousesoftware.com**

PROPOSER'S Telephone and Fax Number: **888-866-9119; 515-453-4374**

PROPOSER'S License Number: **16-0468020**
(Please attach certificate of status, competency, and/or state registration.)

PROPOSER'S Federal Identification Number: **16-0468020**

Number of years your organization has been in business **24**

State the number of years your firm has been in business under your present business name **24**

State the number of years your firm has been in business in the work specific to this solicitation: **24**

Names and titles of all officers, partners or individuals doing business under trade name:

The business is a: Sole Proprietorship ☐ Partnership ☐ Corporation ☑

IF USING A FICTITIOUS NAME, SUBMIT EVIDENCE OF COMPLIANCE WITH FLORIDA FICTITIOUS NAME STATUTE. (ATTACH IN PROPOSER EXHIBIT SECTION)

Under what former name has your business operated? Include a description of the business. Failure to include such information shall be deemed to be intentional misrepresentation by the City and shall render the proposer RFP submittals non-responsive.

NA

At what address was that business located?
NA

Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract:
See attached

Have you ever failed to complete work awarded to you. If so, when, where and why?
No

Have you personally inspected the proposed WORK and do you have a complete plan for its performance?
Yes

Will you subcontract any part of this WORK? If so, give details including a list of each sub-contractor(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each subcontractor (s).
No

The foregoing list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the Contract Administrator, whose approval shall not be reasonably withheld.

List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.
NA

List and describe all successful Bond claims made to your surety (ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Proposer and its predecessor organization(s).
NA

List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organizations(s) during the last (10) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.
NA

List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants.
NA

Has the Proposer, its principals, officers or predecessor organization(s) been CONVICTED OF A Public Entity Crime, debarred or suspended from bidding by any government entity? If so, provide details.
NA

Are you an ☑ Original provider ☑ sales representative ☐ distributor, ☐ broker, ☐ manufacturer ☐ other, of the commodities/services proposed upon? If other than the original provider, explain below.
NA

Have you ever been debarred or suspended from doing business with any governmental agency? If yes, please explain:
NA

Describe the firm's local experience/nature of service with contracts of similar size and complexity, it the previous three (3) years:
NA

The PROPOSER acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by CITY in awarding the contract and such information is warranted by PROPOSER to be true. The discovery of any omission or misstatement that materially affects the PROPOSER'S qualifications to perform under the contract shall cause the CITY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

FIREHOUSE Software
(Company Name)
Shayne Boyd
(Printed Name/Signature)

*

Contact Person's Name and Title: Bradley Reineke *

Contact Person's E-mail Address: bradley@firehousesoftware *

PROPOSER'S Telephone and Fax Number: 888-866-9119; 5 *

PROPOSER'S License Number: 16-0468020 *

(Please attach certificate of status, competency, and/or state registration.)

PROPOSER'S Federal Identification Number: 16-0468020 *

Number of years your organization has been in business 24 *

State the number of years your firm has been in business under your present business name 24 *

State the number of years your firm has been in business in the work specific to this solicitation: 24 *

Names and titles of all officers, partners or individuals doing business under trade name:

The business is a: Sole Proprietorship ☐ Partnership ☐ Corporation ☑

IF USING A FICTITIOUS NAME, SUBMIT EVIDENCE OF COMPLIANCE WITH FLORIDA FICTITIOUS NAME STATUTE. (ATTACH IN PROPOSER EXHIBIT SECTION)

Under what former name has your business operated? Include a description of the business. Failure to include such information shall be deemed to be intentional misrepresentation by the City and shall render the proposer RFP submittals non-responsive.

*

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At what address was that business located?

*

Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract:

*

Have you ever failed to complete work awarded to you. If so, when, where and why?

*

Have you personally inspected the proposed WORK and do you have a complete plan for its performance?

*

Will you subcontract any part of this WORK? If so, give details including a list of each sub-contractor(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each subcontractor(s).

*

The foregoing list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the Contract Administrator, whose approval shall not be reasonably withheld.

List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

*

List and describe all successful Bond claims made to your surety (ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Proposer and its predecessor organization(s).

*

List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organizations(s) during the last (10) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.

*

List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants.

*

Has the Proposer, its principals, officers or predecessor organization(s) been CONVICTED OF A Public Entity Crime, debarred or suspended from bidding by any government entity? If so, provide details.

*

Are you an ☑ Original provider ☑ sales representative ☐ distributor, ☐ broker, ☐ manufacturer ☐ other, of the commodities/services proposed upon? If other than the original provider, explain below.

*

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Have you ever been debarred or suspended from doing business with any governmental agency? If yes, please explain:

*

Describe the firm's local experience/nature of service with contracts of similar size and complexity, it the previous three (3) years:

*

The PROPOSER acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by CITY in awarding the contract and such information is warranted by PROPOSER to be true. The discovery of any omission or misstatement that materially affects the PROPOSER'S qualifications to perform under the contract shall cause the CITY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

FIREHOUSE Software *

(Company Name)

biddesk1 *

(Printed Name/Signature)

Please see completed forms via bidysync

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Supplier: **Xerox State and Local Solutions Inc.**

City of Pembroke Pines

Attachment L

FUNCTIONAL REQUIREMENTS FORM

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A. General and Core System
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J. HAZMAT
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N. CAD Reporting
O. Electronic Patient Care Record (ePCR)
P. Quality Assurance & Quality Improvement (QA/QI)
Q. Calendar

Company Name:

FUNCTIONAL REQUIREMENTS

The following questions relate to the functional requirements that are required in the proposed solution.

Item #	Requirement	Comply? Yes	Comply? No	Exceptions and/or Comments
A. General and Core System				
1.	The proposed system must support its own fully integrated CAD system as an optional feature.	☐	☑	
2.	The proposer must have a documented interface to interact with Motorola Printrak CAD system or comparable CAD system.	☑	☐	
3.	All CAD information must be available within the system.	☑	☐	
4.	Every entry into the proposed system should be available on any module within the system without having to enter it again.	☑	☐	
5.	Any query into the system will search all modules within the system.	☑	☐	
6.	All of the modules in the system should be of a uniform design.	☑	☐	
7.	The system should be a Windows server-based system where all reports written within the system must be immediately available for review from other computers.	☑	☐	
8.	The system must be fully functional when it is installed.	☑	☐	
9.	The proposer must provide a system that eliminates redundant data entry, and allows for sharing of common files.	☑	☐	
10.	The proposer must provide a user-friendly, windows-type interface.	☑	☐	
11.	All solutions/equipment in this specification must be delivered, installed, and operational within six (6) months of the award date.	☑	☐	
12.	The proposer must include a system with a maximum response time of five (5) seconds for search/display of records.	☑	☐	**With Appropriate Hardware**
13.	The proposer must include multi-screen capability.	☑	☐	
14.	The system must have spell check and automatic field filling capability.	☑	☐	
15.	The proposer must include the capability of Report number assignment. All other modules will have access to the report number.	☑	☐	
16.	The proposer must provide a system that captures all required UDT data.	☐	☑	**Does not Apply. Police Function**
17.	The proposer should include the capability to utilize electronic signature equipment (signature pad) to the maximum extent possible through-out the system.	☑	☐	
18.	The proposer must provide, as part of the maintenance agreement, software changes as required when new state or federal laws are enacted and impact such things as; data entry, reporting, security and other related areas.	☑	☐	
19.	System should permit modification of code tables without advanced database knowledge.	☑	☐	
20.	System should permit incident information entered into the County CAD system to automatically populate other reports.	☑	☐	

21.	RMS should be accessible on a Mobile Data Computer (MDC).	☑	☐	
22.	System should display a custom logo and message on initial screen prior to login.	☑	☐	
23.	System should display homepage based upon user logged in.	☑	☐	
24.	System should accelerate routine data entry tasks (i.e., workflow functionality) with the auto-fill/auto search, drop-down lists, keyboard macros, etc.	☑	☐	
25.	System should permit customization of system icons definition and configuration.	☐	☑	
26.	System should permit department to determine date format storage.	☐	☑	**NFIRS Specific Requirements for data formats**
27.	System should automatically adjust number sequencing for new calendar/fiscal years.	☑	☐	
28.	System should automatically account for daylight savings time and any required parameter changes to daylight savings.	☑	☐	
29.	System should generate all date and timestamps compatible for export to Excel and Access.	☑	☐	
30.	System should provide user with feedback as to the success or failure of an action.	☑	☐	
31.	System should permit user to toggle among applications in the RMS.	☑	☐	
32.	System should accept input from function keys, point and click devices, touch screen, etc.	☑	☐	
33.	System should permit the configuration of a default including but not limited to application settings for the homepage, color, and reverse video.	☑	☐	
34.	If data is maintained by vendor, data should be identified as the property of the department and must be capable of easy extraction with no additional charges for extraction. Note: Data should include images, text, etc.	☑	☐	
35.	System should permit a spell-check tool to alert the user of apparent misspellings.	☑	☐	
36.	System should permit a spell-check tool that provides alternate word choices for misspelled words.	☑	☐	
37.	System should permit the addition of words to spell-check dictionary.	☑	☐	
38.	System should permit toggling (on/off) spell-check tool.	☑	☐	
39.	System should permit the identification of the origin of the data from any field.	☑	☐	
40.	System should be capable of supporting at least 225 employees at one time.	☑	☐	
41.	Systems should permit code definitions for drop down menus.	☑	☐	
42.	System should permit maintenance of code tables.	☑	☐	
43.	System should permit information entered in one module to be transferrable to all other modules.	☑	☐	
44.	System should permit configuration of formats for dates stored.	☑	☐	
45.	System should permit configuration of format in displayed dates.	☑	☐	
46.	System should permit system to automatically adjust number sequencing for new calendar years.	☑	☐	
47.	System should permit seamless integration among system	☑	☐	

	components.			
48.	System should permit hyperlink to related information.	☐	☑	**You can add links, but not hightlighted**
49.	System should permit launch of a third party email program when double clicking on an email address field.	☐	☑	**In future release**
50.	System should provide user entering a new master record a notification if there is potentially an existing master record match.	☑	☐	**No Need to Archive**
51.	Add-in tools for office components should not allow changes or deletions of data.	☑	☐	
52.	All archived data must be readily accessible for view, printing, and export by department administrator for historical purposes.	☑	☐	
53.	System should perform data validation at time of data entry.	☑	☐	
54.	System must support Windows features (cut/paste/select/copy/print, column sorts, etc.) on all display screens.	☑	☐	
55.	System should permit code table values to be designated as obsolete and unavailable for current use, preventing further entry of that value, yet retain the value in the table for inquiries on historical data.	☑	☐	
56.	Obsolete code table values should not be displayed on drop down lists for data entry.	☑	☐	
57.	System should permit an effective date for a code value in advance of the date, with the system recognizing the code as valid only when the system date is equal to or after to the effective date.	☑	☐	
58.	System should permit code tables to be shared among application components.	☑	☐	
59.	System should notify users of code table updates upon logging onto the system after the update is made.	☑	☐	
60.	System should permit code definitions for drop down menus.	☑	☐	
61.	System should permit system administration to maintain code tables.	☑	☐	
62.	System should permit changes and additions to the code tables without modification to or recompilation of the application software.	☑	☐	
63.	System should permit the entering of a date parameter to make a code table value obsolete.	☑	☐	
64.	System should permit the entering of a date parameter to make a code table value become effective.	☑	☐	
65.	System should permit entering an effective date for a code value in advance of the date, with the system recognizing the code as valid only when the system date is equal to or after to the effective date.	☑	☐	
66.	System should permit notification to users of code table updates upon logging onto the system after the update is made.	☐	☑	
67.	System should permit notification to users of geofile updates upon logging onto the system after the update is made.	☐	☑	
68.	System must permit modification of system users by a start date and end date, including but not limited to Active, Inactive, Role, Group, etc.	☑	☐	
69.	System should permit acceptance the import of code tables from external databases (e.g., Access, Excel).	☑	☐	
70.	System should maintain messages over a department defined time period that were delivered during a log-on session for historical purposes.	☑	☐	

71.	System should permit a single master time stamp for all application components.	☑	☐	
72.	System should permit assignment of a unique identifier to each record.	☑	☐	
73.	System should permit pulling up of a record and easily see modifications made to record (before and after values), time and date stamp of last change to record, who make last change to record, etc.	☑	☐	
74.	System should permit purging of information based on criteria.	☑	☐	
75.	System should maintain historical information upon entry of updated information into a master record.	☑	☐	
76.	System should permit an interface option for the Broward County CAD System.	☑	☐	
77.	System should permit an interface between the RMS and the Pembroke Pines system to transfer building information.	☑	☐	**Custom Interface may be required**
78.	System should transfer department defined information from the RMS to NFIRS based upon department defined intervals.	☑	☐	
79.	System should support a two-way interface between the Fire RMS and NFIRS to report and receive data electronically.	☑	☐	
80.	System should permit an interface option for the RMS/ePCR system.	☑	☐	
81.	System should import GIS data (ESRI- based) into a geofile that can be used by the RMS.	☐	☐	**More Information Needed**
82.	System should support an interface between the Fire RMS and the City of Pembroke Pines Finance Systems.	☑	☐	**Custom Interface may be required**
B. Data Entry				
83.	The records management system will provide access to the data to allow for creation of an interface with external systems when required.	☑	☐	
84.	The system, as proposed, must include immediate and full functionality, and be capable of being scalable for Pembroke Pines Fire Department across all locations.	☑	☐	
85.	Pembroke Pines Fire Department is to retain ownership of all data entered into the system. Authority regarding how the data is used will also remain with Pembroke Pines Fire Department.	☑	☐	
86.	Purging and archiving must be driven by Pembroke Pines Fire Department policy, and not by system, application or other constraints. Pembroke Pines Fire Department has the responsibility for, and must retain control of, all data archiving and purging.	☑	☐	
87.	All data in the system shall be available for review and action to any authorized Pembroke Pines Fire Department user at any location within Pembroke Pines.	☑	☐	
88.	The system should allow Pembroke Pines Fire Department to export any and all data elements. A non-proprietary database management system that allows for data portability through industry standard access protocols is required.	☑	☐	
89.	The system should provide capability of extracting data (data dump) to be used by other external systems within City of Pembroke Pines (ex. Payroll)	☑	☐	
90.	The system should provide capability of ad-hoc pay codes specific to City of Pembroke Pines	☑	☐	
91.	The system must accept data input through a variety of input devices such as keyboard data entry, laptop pc's, wireless devices, tablet pc's, barcode scanners, document scanners, and pen-tablet devices.	☑	☐	**No Barcoding**
92.	The system must have the capability to store and display	☐	☑	**Not to a third party**

	graphical images in addition to providing links to images stored on third-party applications.			
93.	The records management system should provide a module approach that will allow the department to choose which modules are utilized by the department.	☑	☐	
94.	The system must be scalable to accommodate future expansion at all levels of the system hierarchy.	☑	☐	
95.	A complete inventory-tracking module that will be integrated with the system as a whole. This module will track inventory stocked by the department and used by staff.	☑	☐	
96.	A module that tracks employee information including employment records as well as other essential information. This module should be integrated with the system as a whole and allow authorized staff access to the information.	☑	☐	
97.	Incident Information Tracking: Track basic incident information for the purpose of billing and analysis.	☑	☐	
98.	The proposed system(s) must include all necessary components for providing Pembroke Pines Fire Department with a fully integrated (i.e. modules operate on a single database) Records Management system.	☑	☐	
99.	Although the vendor may recommend a combined or incremental approach, the vendor must provide, and describe within their proposal, a complete solution that addresses all aspects of planning, implementation, acceptance testing, data conversion, post implementation, maintenance and disaster recovery solution.	☑	☐	
100.	System should permit drop down lists to incorporate NFIRS codes where applicable.	☑	☐	
101.	System should permit definition of mandatory fields in data entry screens.	☑	☐	
102.	System should prevent appearance on a data entry screen of a field for which a value should not be entered.	☑	☐	
103.	System should validate any data field that requires master index data against master indices.	☑	☐	
104.	System should advise user of data entry or command errors.	☑	☐	
105.	System should provide for some form of check digit functionality	☑	☐	
106.	System should permit corrected data in a field to auto populate across related modules.	☑	☐	
107.	System should advise user of required data necessary to complete a transaction or report.	☑	☐	
108.	System should permit correction of data errors after saving record.	☑	☐	
109.	System should provide basic word processing capabilities on narrative and comment fields, including, but not limited to cut and paste, paragraph formatting, spell check, grammar check, text wrap, use of bullets and numbering, etc.	☑	☐	
110.	System should permit linking of all system data via master indices.	☑	☐	
111.	System should maintain master indices, including, but not limited to name, locations, organizations, service requests, businesses, department defined category, etc.	☑	☐	
112.	System should permit transferring of information collected in one module to other system modules including, but not limited to incident reporting, inspections, investigations, occupancy, permitting, etc.	☑	☐	
113.	System should eliminate redundant data entry by allowing reuse of previously stored information when entering new records or reports.	☑	☐	

114.	System should automatically update	☑	☑	
115.	System should support linkages among any information, including, but not limited to locations to organizations, locations to organizations, locations to parcel, organizations to organizations, parcel to organizations, people to parcels, people to people, fire management zones to organizations, fire management zones to parcels, fire management zones to people, district maps to organizations, district maps to people, district maps to parcels, etc.	☑	☐	
116.	System should permit linking of phone numbers, including, but not limited to locations, organizations, parcels, people, etc.	☑	☐	
117.	System should maintain subject information upon modification of select data fields. (This mean that the System should provide a document edit history. We can look up the history by specific lines that are provided.)	☑	☐	
118.	System should identify mandatory fields by incident type.	☑	☐	
119.	System should identify mandatory fields by previously entered values.	☑	☐	
120.	System should permit entering of data in a non-case sensitive format.	☑	☐	
121.	System should provide data entry fields based on incident type.	☑	☐	
122.	System should limit available values in subsequent code tables based on previously entered data.	☑	☐	
123.	System should provide a means for users to distinguish between mandatory and optional fields.	☑	☐	
124.	System should prompt user to complete any mandatory fields not completed.	☑	☐	
125.	System should have the ability to turn off any fields not required by the department.	☑	☐	
126.	System should define fields that are not auto populated with data already in the system.	☑	☐	
127.	System should permit indexing for a document imaging system.	☐	☑	
128.	System should permit voice input or dictation for large text blocks.	☑	☐	
129.	System should not be case sensitive on data entry.	☑	☐	
130.	System should provide templates for entering narratives.	☑	☐	
131.	System should allow department specific templates to be created.	☑	☐	
132.	System should permit automatic translation of standard text entries into NFIRS codes.	☑	☐	
133.	System should automatically translate NFIRS codes into standard text entries.	☑	☐	
134.	System should provide code lists for data elements to facilitate standardized data entry.	☑	☐	
135.	System should permit creation of an alert based on records matching specified criteria.	☑	☐	
136.	System should permit attaching an alert to a specific record so that if a record is updated in any other context, the appropriate user is alerted.	☐	☑	
137.	System should alert specific individuals when incident activity meets user- defined parameters for a given incident type, location by user defined geographic boundaries, injuries, fatalities, emergency system activation, property loss, names,	☑	☐	

	department defined fields, user defined period, etc.			
138.	System should provide a provision of an Alert Receipt feature.	☐	☑	
139.	System should permit alerts to be compatible with Outlook or SharePoint calendars.	☐	☑	
140.	System should permit alerting of a group of individuals based upon user-definable parameters.	☐	☑	
141.	System should permit creation of audible alerts.	☐	☑	
142.	System should permit creation of visible alerts.	☐	☑	
143.	System should permit creation and definition on an unlimited number of alert categories.	☐	☑	
144.	System should limit viewing of alerts by security profile.	☐	☑	
145.	System should permit creation of business rules for flag categories.	☑	☐	
146.	System should permit group notifications should there be more than one alert occurring.	☐	☑	
147.	System should permit entering of comments regarding the alerts associated with a record.	☐	☑	
148.	System should permit investigators to document case activity including, but not limited to arrests, case notes, developing and tracking leads, disposition, evidence collection, initiating criminal charges, supplemental reports, etc.	☑	☐	
149.	System should provide a master calendar of all personnel that tracks including but not limited to assignment, scheduled inspections, training, required operations training, work schedule, any information in the RMS with an associated date, etc.	☑	☐	
150.	System should permit merging of a master calendar onto an individual employee's MS Outlook calendar, but only merge dates and other events that are pertinent to that employee.	☐	☑	
151.	System should permit use of MS Outlook to connect master calendar to or populate an external calendar.	☐	☑	
152.	System should restrict viewing access to the master calendar.	☑	☐	
153.	System should prevent a user from modifying another user's calendar/activities.	☑	☐	
154.	System should permit users to enter all time including drive time from a single point in the system without opening a separate module.	☑	☐	
C. Training & Support				
155.	The proposer must provide on-site training and all training manuals required for that class.	☑	☐	
156.	The proposer will include as part of this proposal user acceptance testing. Any problems detected must be fixed prior to go-live.	☑	☐	
157.	The proposer should include on-site support personnel capabilities for problem resolution beyond phone/VPN.	☑	☐	
158.	The proposer should include detailed technical system documentation that describes the system as-built architecture and data structure.	☑	☐	
159.	The proposer must include all data dictionaries to include at least the following: field name, field definition, field length, field type, field rules/integrity checks, originating source, general edits and table name(s).	☑	☐	
160.	The proposer must include complete system administrator	☑	☐	

	documentation.			
161.	System should permit tracking of user ID and revision dates when online user documentation is revised/changed.	☑	☐	
162.	System should permit help file to include a built in glossary, include or exclude complete phrase searches, include or exclude similarity searches, include or exclude untitled topic searches, utilize context sensitive help providing brief operational definitions for selected items on a screen, etc.	☑	☐	
163.	System should notify users (user- selected groups or individuals) of edits made to the help file.	☐	☑	
164.	Vendor should provide a System Administrator's Guide containing all documentation detailing system functions, screen layouts, file structures, linking map, data structure, data dictionary/schema and application program design, all documentation required to perform all system management functions, performance monitoring and troubleshooting, etc.	☑	☐	
165.	System should permit augment vendor- supplied online help tables with additional information (e.g., add notes to a topic that are viewable along with the vendor-supplied information).	☑	☐	
166.	System should permit context sensitive help only upon user request.	☑	☐	
167.	System should permit help facility for any operation in progress via a function key from any screen or field within any application.	☐	☑	
168.	System should permit help facility via function key or icon from any screen or field within any application.	☑	☐	
169.	System should maintain online user- defined, department specific documentation and procedures, including but not limited to glossary of error codes, glossary of terms, department defined fields, help file updates must not override changes made to help fields specific to department customized documentation, etc.	☑	☐	
170.	System should identify origin of the data from any field.	☐	☑	
171.	System should include online help documentation that provides step-by- step instructions on how to use the system.	☑	☐	
172.	Vendor should provide a System User's Guide containing all documentation required by systems users including but not limited to quick reference user guide, cheat sheets, FAQ's, in an electronic format, in printed form, online help functionality, etc.	☑	☐	
173.	System should comply with ISO reporting requirements.	☑	☐	
174.	System should permit scheduling of participants to a class based on, but not limited to, the following fire station, individual, position type, company, battalion station shifts, etc.	☑	☐	
175.	System should permit authorized personnel to enter training records for groups of people through a single transaction.	☑	☐	
176.	System should permit definition of job classifications and associate training requirements with the job classifications.	☑	☐	
177.	System should permit assigning personnel to groups and batch update their records through a single transaction.	☑	☐	
178.	System should permit tracking of training history for both reserve and career personnel.	☑	☐	
179.	System should restrict user access to enter training information based on position type, type of training, location of training, individual and job category training records, etc.	☑	☐	
180.	System should permit maintenance and tracking of general	☑	☐	

	training information for an individual, including, but not limited to name, employee id, group affiliation, special skills/qualifications, training verifications, certification/ license type, date obtained, date of expiration, tiered training code, comments, courses and seminars attended, courses and seminars requiring attendance at multiple sessions, dates, course name/title, course number, date training started, date training ended, FEMA training, hours completed, location, instructor, school, certification number, completion status, grade received, etc.			
181.	System should permit attaching of images to training records.	☑	☐	
182.	System should permit linking of training certifications to personnel records.	☑	☐	
183.	System should permit tracking of mandatory training for each job category.	☑	☐	
184.	System should generate and print reports indicating upcoming training needs.	☑	☐	
185.	System should permit tracking of ongoing mandatory training and notify supervisors of personnel who have not completed mandatory training.	☑	☐	
186.	System should permit tracking of total training hours by user defined fields including but not limited to individuals, position, shift, station, etc.	☑	☐	
187.	System should permit tracking of costs of training, including but not limited to individual course, individual personnel, as percentage of training budget, etc.	☐	☑	
188.	System should permit tracking of follow- up training for personnel who do not pass certification tests.	☑	☐	
189.	System should permit tracking of reimbursable training hours.	☑	☐	
190.	System should permit users to retrieve training records by certifications, course date, course name/title, course number, employee id, instructor, training type, etc.	☑	☐	
191.	System should permit querying in training schedules based on a user- defined date range for a group or individual.	☑	☐	
192.	System should produce training records for certified classes, college unit classes for credit, state programs, etc.	☑	☐	
193.	System should permit printing of a summary of training activity by individual, company, shift, training type, etc.	☐	☐	
194.	System should generate a summary of partially-completed training records.	☑	☐	
195.	System should display or print certification renewals by date, employees by certification, instructor certifications, continuing education certification slips, list of individuals that have not completed specific training, etc.	☑	☐	
196.	System should generate summary reports for individuals that are certified, uncertified, due for certification, and overdue for certification.	☑	☐	
197.	System should alert user of potential duplicate entries.	☑	☐	
D. Personnel				
198.	System should permit capture of information in the master name index, including but not limited to Address, Name, Telephone numbers (multiple), Social security number, Driver's License number, Other identification (e.g., school Id cards), Email Address, Alias, etc.	☑	☐	
199.	System should permit maintaining of multiple special skills for each individual.	☑	☐	

200.	System should permit generating and printing of an overall personnel roster, sorted on user-defined criteria, containing department defined information.	☑	☐	
201.	System should permit querying personnel records by any personnel field.	☑	☐	
202.	System should permit quickly query personnel records by Id number, Name, Special skills, Station assignment, Team, etc.	☑	☐	
203.	System should linking exposures to incident reports.	☑	☐	
204.	System should permit personnel summary reports based on any operational data field in the personnel module.	☑	☐	
205.	System should provide a duty roster report.	☑	☐	
206.	System should permit tracking of "hold- over" time (time personnel held on-duty past end of shift).	☑	☐	
207.	System should permit querying of individual personnel activity by Date/Time range, Fire Management Zone, Id, Incident type, Name, Response Area, Shift, Wellness and Fitness Attendance, etc.	☑	☐	
208.	System should accommodate Hyphenated names, Multiple word names, etc.	☑	☐	
209.	System should permit posting of department created fitness reports, studies and newsletters.	☑	☐	
210.	System should permit capturing of wellness and fitness data, including Attendance, History, Name, Instructor, Exam Results, etc.	☑	☐	
211.	System should permit adding a department defined fitness courses.	☑	☐	
212.	System should permit tracking of personnel and training data for agencies outside of the department.	☑	☐	
213.	System should permit encryption for critical employee data.	☐	☑	**Limit to admin access**
214.	System should track performance review with reminders based on custom time frames, supervisor review, and approval.	☑	☐	
215.	System should track probation status with predetermined date range set by department based on classification.	☑	☐	
216.	System should permit a link of an assignment record to every assignment/location in which the individual was assigned.	☑	☐	
217.	System should permit updating of information while maintaining historical information.	☑	☐	
218.	System should permit users to decide whether to link information to an existing master name record or add a new master name record.	☑	☐	
219.	System should permit maintaining of personnel information including, but not limited to: Address, Assigned equipment, Blood type, certifications, College, Current Assignment, Date of birth, Date of hire, Deploy Status, Driver's license number, education level, emergency contacts, emergency information, employer, exposures, health-related duty restrictions, high school, languages spoken, licensures, name, next of kin, past assignment history, position on team (primary and secondary), history, social security number, special medical conditions, special skills, telephone numbers, training history, vaccinations, wellness and fitness attendance, floating vs. non-floating, schedule types, partial day status, length of shift, start and end times, abatement of seniority accrual, work pattern, coverage area, Assigned Personnel Specialist, Current Vacation Module, Transfer Request Locations, Track 2 year commitment, Performance Evaluations, Exam	☑	☐	

	List Expirations, Job Duty Descriptions, Date of Separation, Type of Separation, Current employee			
E. Scheduling				
220.	System should automatically assign OT to employees using custom defined rules and custom defined employee preferences.	☑	☐	**Custom rules to be defined and configured during customer implemenation meetings**
221.	System should allow an approved user to cancel unfilled OT days/events.	☑	☐	
222.	System should permit a feature that allows insertion of a single day event into the work scheduling process.	☑	☐	
223.	System should allow viewing of HOME station schedules showing planned and completed work activities for a select period of time.	☑	☐	
224.	System should allow a user to view ANY station's schedule showing all planned and completed work activities for all employees for a select period of time.	☑	☐	**Filters built in for all stations and be based on user rights.**
225.	System should permit a Station's Schedule to display employee information about all assignments for a defined date range, including effects of assignment trades.	☑	☐	**Breaches based on minimums we displated in red, clicking on the red displays specific breach.**
226.	System should permit station schedule to depict ranks fulfilled, specialties fulfilled and employee's home stations.	☑	☐	
227.	System should provide a Station work schedule view that summarizes counts for on-duty personnel, personnel deficits, and net deficits/overages on total personnel required per day.	☑	☐	
228.	System should permit a Station Work Schedule view to be filtered by status (on-duty, regular staff, all, etc.).	☑	☐	
229.	System should display subtotal counts and a grand total count by employee type (officers, firefighters, etc.).	☑	☐	
230.	System should display Summary Work Schedules.	☑	☐	
231.	System should implement staff changes (promotions, etc.) based on effective date (retro/future).	☑	☐	
232.	System should compute base pay (resource costing) from a parameter setting for the # of days in a pay period.	☐	☑	**System will generate the hours worked and the activiy code for export to a payroll product.**
233.	System should permit an administrator to trade specific work assignments between 2 employees.	☑	☐	
234.	System should permit employees to initiate a work assignment trade between each other.	☑	☐	
235.	System should use rules and preferences to assign OT based on OT type. (Ex: Forced OT vs. voluntary OT.)	☑	☐	**Custom rules to be defined and configured during customer implemenation meetings**
236.	System should permit employees to review and change their pending work hour trades.	☑	☐	**Only prior to Administrator approval**
237.		☑	☐	**The activities can be**

	System should monitor activities of both employees in a work hour trade.			**monitored by reivewing the employees history or by a report.**
238.	System should permit a Trade Work Hours process notification to employees/supervisors of trade success.	☑	☐	
239.	System should permit an audit trail to be created for the Trade Work Hours function.	☑	☐	
240.	System should permit administrators to enter trade requests for other employees.	☑	☐	
241.	System should permit an administrator to use the system to review/approve Work Hour Trades.	☑	☐	
242.	System assign OT based on an employee's role and equipment/seat assignment?	☑	☐	**Custom rules to be defined and configured during customer implemenation meetings**
243.	System should permit an employee to be assigned to work for only part of a shift.	☑	☐	**Administrator can define the minimum hours for trade, as low as 15 minutes.**
244.	System should permit employees to use the system to enter Leave Requests, specifying a reason.	☑	☐	
245.	System should permit Leave Requests to be entered for date ranges.	☑	☐	**Users can select multiple days on a calender**
246.	System should adjust and schedule vacancies according to an employee leave processed for a range of dates.	☑	☐	
247.	System should provide a function that facilitates the approval or denial of Leave Requests for employees by an administrator.	☑	☐	
248.	System should categorize OT based on the length of notice provided prior to start of OT. (i.e. OT with a short notice is labeled differently than OT with a long notice).	☑	☐	**Each OT type will have a specific code**
249.	System should notify an employee's supervisor if a Leave Request is entered.	☑	☐	
250.	System should instantly apply leave time, update schedules, and automatically create and file OT when a Leave Request is approved.	☑	☐	**Yes, once the Administrator approves the request.**
251.	System should permit employees to cancel Leave Requests in the system prior to approval/denial.	☑	☐	
252.	System should provide an audit trail that tracks cancellations of Leave Time.	☑	☐	
253.	System should permit advance entry of Leave Requests into the system.	☑	☐	
254.	System should permit Leave Requests previously approved to follow an employee if they transfer from one work location to another.	☑	☐	
255.	System should support a method of using Employee seniority to assist in the approval process for vacation time.	☑	☐	
256.	System should provide functions to automate Leave Request approval.	☑	☐	**Custom rules to be defined and configured during customer implemenation meetings**
257.	System should apply processing rules to different types of leave. (Ex: Vacation leave must be taken in 2 day increments, etc.)	☑	☐	

258.	System should continuously determine OT needs (based on leave approval and other factors) and dynamically fill it.	☑	☐	**Ability for the administrator to fill in or the system to fill in is built in.**
259.	System should permit employees to specify OT preferences to request different work locations for different days.	☑	☐	
260.	System should permit employees to specify to use all or part of their rank/specialties in order to qualify for OT.	☑	☐	
261.	System should be able to assign OT without regard for employee preferences or attributes, but based on other factors set by department.	☑	☐	**Custom rules to be defined and configured during customer implemenation meetings**
262.	System should permit tracking of mileage costs and time for travel time and relate it to a shift or activity by employee.	☐	☑	**Will be considered for a future release**
263.	System should permit an employee selection for automatically generated OT which must be ratified.	☑	☐	**Administrator has the ability to approve all OT.**
264.	System should support rules and parameters to control how ALL types of OT can be returned.	☑	☐	**Custom rules to be defined and configured during customer implemenation meetings**
265.	System should permit the handling of an employee cancellation of OT differently depending on how far in advance they actually do cancel.	☑	☐	**Custom rules to be defined and configured during customer implemenation meetings**
266.	System should allow an employee to be assigned to a multi-day incident, and have the system fill OT for his/her regular assignment.	☑	☐	**Need to consult with the customer on configuration and setup.**
267.	The system should prohibit an employee for selecting OT for a day that they have previously refused.	☑	☐	**Administrator can define the OT rotation rules.**
268.	System should have the ability to send automated emails to employees as reminders of impending OT.	☑	☐	**Emails and iOS and Android apps.**
269.	System should have the ability to send automated emails to employees to initially inform them of a new assignment.	☑	☐	**Emails and iOS and Android apps.**
270.	System should have a feature that supports the trading of OT between employees.	☑	☐	
271.	System should permit OT trade request feature with a complete audit trail.	☑	☐	
272.	System should permit employees to specify willingness to take a slot of OT from the queue.	☑	☐	**Employees can set their availablility for OT**
273.	System should provide a method for the department to set up which Ranks and Specialties are compatible for the current schedule	☑	☐	**Minimum staffing by roles and units can defined per unit/station.**
274.	System should permit employee OT trades to be immediately processed if employee qualifications are trade- worthy.	☑	☐	**The system can automaitcally fill breaches using OT, the adminstrator can define a rule to do it automatically or with approval.**
275.	System should permit a 'tentative work schedule' to be	☑	☐	**A what if scenario is**

	created and evaluated prior to implementing it for stations, divisions or battalions.			**built in**
276.	System should permit a 'tentative work schedule' to be rolled to production use upon approval.	☑	☐	
277.	System should permit transferred time balances to be overridden.	☑	☐	
278.	System should allow creation of multiple work schedule 'templates' that can be run concurrently.	☑	☐	**Systems can handle mulitple work schedules per day, For example, FF Shifts, Admin Staff, Fire Marshal shift etc**
279.	System should accommodate varying pay period lengths in work schedules.	☑	☐	**Data can exported from the system for different time periods.**
280.	Systems should permit employees to be set up with work schedules featuring their time being split across multiple locations.	☑	☐	
281.	System should permit all Division employees to be assigned to a particular work schedule template.	☑	☐	
282.	System should permit users a view to their future work schedules beyond the current pay period.	☑	☐	**Employees can view their schedules via the web or by using apps.**
283.	System should permit an entire Battalion to be assigned to a template (work schedule).	☑	☐	
284.	System should permit an entire Station's employees be assigned to a 'template' (work schedule).	☑	☐	
285.	System should permit a specific employee to be assigned to a template (work schedule).	☑	☐	
286.	System should contain an audit trail feature for creating work schedule templates.	☑	☐	
287.	System should permit remote access to view schedule	☑	☐	**Web Browser or iOS and Android apps.**
288.	System should permit notifications (email/text) when changes are made to work schedule	☑	☐	**Emails, text or app notifications are built in.**
F. Performance & Availability				
289.	The proposer should include the capability for the system to be configured in a manner that ensures a high level of availability and redundancy.	☑	☐	
290.	The proposer must include the capability to ensure an uptime of at least 99.9%.	☑	☐	**Yes, Locally Installed**
291.	The proposer must include the capability for the system to be configured in a manner such that the failure of any single component shall not cause a system failure.	☑	☐	
292.	The proposer must include a robust reporting tool that can generate ad-hoc reports as an internal function or with other third-party tools such as Crystal Reports or similar.	☑	☐	
293.	The proposer should include the capability to distribute reports via E-mail, fax or hard copy.	☑	☐	
294.	The proposer must include the capability to preview reports.	☑	☐	
G. Data Conversion & Migration				
295.	The proposer must provide a cost and time projection for successfully converting current data for system implementation with documented data validation process and acceptance review and sign off prior to go-live implementation.	☐	☑	**Need to fully Assess data**
H. Apparatus, Equipment and Vehicle Maintenance				

296.	System should permit tracking of necessary information on an item. Including but not limited to Make, Type, Manufacturer, Model, Serial Number, Size, Color, use records, historical assignment, and images.	☑	☐	
297.	System should permit tracking and setting (both manually and automated) of life expectancy, historical testing, maintenance, and use records. Tracking requirements can be Daily, Weekly, Monthly, or Yearly tracking.	☑	☐	
298.	System should permit a designator for items that require additional approval prior to changes in tracking, historical testing, maintenance, user records, and disposition.	☑	☐	
299.	System should permit adding an item, change basic item information, historical testing, maintenance, and disposition using the handheld device.	☐	☑	**No Handheld Device**
300.	System should permit searching for an item by any of the fields in the inventory module.	☑	☐	
301.	System should permit use of a handheld barcode, RFID, or magnetic chip reader.	☐	☑	
302.	System should permit adding an item, change basic item information, historical testing, maintenance, and disposition using the handheld device.	☐	☑	
303.	System should permit searching for an item by any of the fields in the inventory module.	☑	☐	
304.	System should permit tracking of necessary information on an item. Including but not limited to Make, Type, Manufacturer, Model, Serial Number, Size, Color, use records, historical assignment, and images.	☑	☐	
305.	System should permit multiple access point locations with connection or without connection to servers.	☐	☑	
306.	System should permit tracking or linking to existing employee information for the purpose of providing contact information.	☑	☐	
307.	System should permit tracking and setting (both manually and automated) of life expectancy, historical testing, maintenance, and use records. Tracking requirements can be Daily, Weekly, Monthly, or Yearly tracking.	☑	☐	
308.	System should permit a designator for items that require additional approval prior to changes in tracking, historical testing, maintenance, user records, and disposition.	☑	☐	
I. Incidents				
1. Reporting				
309.	System should automatically route reports to appropriate users based on department defined business logic.	☐	☑	
310.	System should permit population of the incident report with information already in the system.	☑	☐	
311.	System should permit printing direct query results to any printer.	☑	☐	
312.	System should permit printing of all code tables and screens by ranges.	☑	☐	
313.	System should permit printing of report options including but not limited to cancel report print jobs, determine length of report prior to printing, queue reports for later printing, select printer, select workstation, specify number of copies, specify page ranges and multiple pages, specify portrait of landscape mode, etc.	☑	☐	
314.	System should permit printing of the query returns at any time.	☑	☐	
315.	System should permit querying of returns to indicate the	☑	☐	

	information source.			
316.	System should permit querying of the RMS by any data element in a master index.	☑	☐	
317.	System should permit restriction of databases from user queries based on permissions.	☑	☐	
318.	System should permit restriction of queries that result in large volumes of data by providing a warning of the numbers of records found, providing a warning of the size of records found, requesting users to prompt the system to continue the query, requesting users to prompt the system to cancel the query, etc.	☑	☐	
319.	System should permit restriction of user actions by displaying a single page of data at a time, using prompts to continue/refine/alter the query, warning of the number of records found, etc.	☑	☐	
320.	System should permit retrieving and displaying of all records related to a query return.	☑	☐	
321.	System should permit selectively printing system information including but not limited to printing of all except specific records, print single record, etc.	☑	☐	
322.	System should permit sorting and grouping of query results by any criteria.	☑	☐	
323.	System should permit sorting of query results on multiple returned fields.	☑	☐	
324.	System should permit storing of Administrative reports and documents including but not limited to staff reports, standard operating procedures, other department defined items, etc.	☑	☐	
325.	System should permit supervisors to edit a report during the review process.	☑	☐	
326.	System should permit supervisors to receive, review and approve incident reports online.	☑	☐	
327.	System should permit system to maintain version history of reports.	☑	☐	
328.	System should permit the department to indicate at what point in the review process the report should be locked from further edits.	☑	☐	
329.	System should permit the locking of reports from further edits.	☑	☐	
330.	System should permit tracking of public incident reports by the following, but not limited to date of request, requestor, date released, etc.	☑	☐	
331.	System should define criteria for notifying individuals of late reports.	☑	☐	
332.	System should permit tracking of status of errors/corrections notifications by author, incident number, review/supervisor, date, etc.	☑	☐	
333.	System should permit tracking of the status of reports, including but not limited to unwritten, incomplete, approved, open, re-opened, closed, etc.	☑	☐	
334.	System should permit tracking of user logon/logoff times for time reporting purposes.	☑	☐	
335.	System should permit transferring of multiple reports through an automated interface.	☐	☑	
336.	System should permit use of predefined data entry forms/screens.	☑	☐	
337.	System should permit use of standard screen formats for all inquiries.	☑	☐	
338.	System should permit users to flag reports in a dashboard format.	☐	☑	**Not in a dashboard format**

339.	System should permit viewing of all reports in a print preview mode on screen.	☑	☐	
340.	System should permit working offline and uploading of reports once online.	☐	☑	
341.	System should present statistics in graphical formats, including, but not limited to pin maps, bar graphs, pie charts, density maps, line graphs, thematic maps, tables with data banners, Venn diagrams, ESRI based, state plane coordinate mapping displays, etc.	☑	☐	**Not ESRI**
342.	System should display all related records when producing a comprehensive response to a query.	☑	☐	
343.	System should preserve all user created reports and fields when future application patches are applied.	☑	☐	**Updates to the report may be required**
344.	System should prevent submission of any report until all responsible parties have completed their portion of the report.	☑	☐	
345.	System should prevent submission of any report with incomplete mandatory fields, invalidated name and address data, other department defined criteria, etc.	☑	☐	
346.	System should produce standard reports containing, at a minimum, the following department logo, date and time range for the contents of the report, date report was printed, name of user running/printing report, page number, report author, report header with department name, specified search parameters, etc.	☑	☐	
347.	System should provide a document edit history.	☑	☐	
348.	System should provide a report- formatting facility that accesses the following, included but not limited to data definitions, data formats, editing rules for a field, field headings, field sizes, formatting rules, font size, font type, font color, cell color, conditional formatting, etc.	☑	☐	
349.	System should provide a reporting and query tool that can access multiple files/tables/data views in a single query, allow the end user to design screen and report formats, create interactive query request on line, create printed reports, create reports from any data in the system, etc.	☑	☐	
350.	System should provide online help for the reporting and query tools.	☑	☐	
351.	System should provide supervisors the option of approving the report or returning the report to personnel for corrections.	☑	☐	
352.	System should restrict queries that result in large volumes of data by providing a warning of the number of records found, providing a warning of the size of records found, requesting users to prompt the system to continue or cancel the query, etc.	☑	☐	
353.	System should send confirmation indicating automated field reporting upload was completed successfully.	☐	☑	
354.	System should validate data prior to report submission to ensure that only valid codes have been used.	☑	☐	
355.	System should validate data to ensure all required fields have been completed prior to report submission.	☑	☐	
356.	System should display selection criteria used to generate report.	☑	☐	
357.	System should ensure that reports are compliant with NFIRS reporting requirements prior to submission.	☑	☐	
358.	System should aggregate data by the following, but not limited to date and time range, day of week, fire station involved, geographical area, shift, time of day, public reports act requests, etc.	☑	☐	

359.	System should identify incomplete or missing reports.	☑	☐	
360.	System should identify individuals that changed fields to a report.	☑	☐	
361.	System should limit the databases a user can query by the user's security profile.	☑	☐	
362.	System should limit the number of records viewed at a time to a department defined number.	☑	☐	
363.	System should limit who has permission to change information in reports.	☑	☐	
364.	System should make standard reports available for publishing on the intranet or internet.	☑	☐	
365.	System should notify personnel that they have reports to write or revise.	☐	☑	
366.	System should aggregate data contained in records to create the following, but not limited to summary reports showing data element totals, summary reports showing data element averages, summary reports showing frequency of occurrence, summary reports showing percentages, etc.	☑	☐	
367.	System should notify personnel to complete an accuracy review for reporting requirement compliance prior to adding report to the RMS database.	☐	☑	**Printed Custom Rule**
368.	System should notify personnel to send reports back to supervisors if reports do not comply with reporting requirements.	☐	☑	**Printed Custom Rule**
369.	System should notify supervisors that they have outstanding reports to review.	☐	☑	**Printed Custom Rule**
370.	System should perform all database queries using string search, wild cards, date ranges, partial information in a data field, conditional logic, or sound alike algorithm, Boolean logic, any combination of data fields, etc.	☑	☐	
371.	System should permit acceleration of routine data entry tasks with drop down lists, type ahead based on drop down lists, default values, etc.	☑	☐	
372.	System should permit access and update to submitted reports from the field prior to report approval.	☑	☐	
373.	System should permit access to all incident reports from the field.	☑	☐	
374.	System should permit Ad-Hoc and standardized reporting.	☑	☐	
375.	System should permit alternatives to run queries within the system as opposed to the query tool.	☑	☐	**SQL query tools**
376.	System should permit analyzing of activity using analysis options including, but not limited to frequency analyses,	☑	☐	
377.	System should aggregate various types of data elements found in records, including, but not limited to calls for service, hazardous materials, incident report, incident type, permits, property type, violations, etc.	☑	☐	
378.	System should permit analyzing of activity via a third-party application using including, but not limited to frequency analyses, fractal analysis, spatial analysis, link analysis, change over time analysis, regression analysis, simple relational analyses, complex relation analysis, etc.	☑	☐	**SQL DB**
379.	System should permit attachment of files to incident report.	☑	☐	
380.	System should permit authorized users to access the general library of user-created ad-hoc reports.	☑	☐	
381.	System should permit automatically generated user-defined date range reports based on a pre-determined schedule, including but not limited to annually, based on request, daily,	☑	☐	

	monthly, weekly, etc.			
382.	System should permit automatically generating of reports based on any user- defined criteria.	☑	☐	
383.	System should permit canceling of printing if preview is not acceptable.	☑	☐	
384.	System should permit configuration of the software to prompt supervisor review of department specified report types.	☑	☐	
385.	System should permit configuring of user restrictions based upon report type.	☑	☐	
386.	System should permit configuring of user restrictions based upon user.	☑	☐	
387.	System should permit consistent reporting and query tool that can access multiple files/tables/data views and stored procedures in a single query, allow the end user to design screen and report formats, create interactive query requests, create printed reports, create reports from any data in the system, define temporary fields which may or may not be output, de-select records/rows in combination with	☑	☐	
388.	System should automatically distribute scheduled reports to a list of specified personnel.	☑	☐	
389.	System should permit creating and sharing of stored procedures and data views.	☑	☐	
390.	System should permit creating of standard reports that can be made available to all system users.	☑	☐	
391.	System should permit deleting of reports after viewing and/or printing.	☐	☑	
392.	System should permit entering of an unlimited number of persons, property, vehicles, buildings, etc.	☑	☐	
393.	System should permit entering, as part of the incident report, a narrative of unlimited length.	☑	☐	
394.	System should permit exporting of analysis data into external formats.	☑	☐	
395.	System should permit exporting of data into ASCII, comma delimited, compatible with MS Office Suite, DBF, HTML, PDF, Rich Text Format, XML, XTML, etc.	☑	☐	
396.	System should automatically maintain a log of automated field reporting transmissions including, but not limited to user name, user id, terminal id, date and time of transmission, report id, etc.	☑	☐	
397.	System should permit exporting of query returns into other features.	☑	☐	
398.	System should permit filtering and limiting of fields in exported data.	☑	☐	
399.	System should permit generating of a report available to the public for HAZMAT chemicals as well as incidents.	☑	☐	
400.	System should permit generating of a report showing reasons for returned incident reports.	☐	☑	**Custom Report**
401.	System should permit generating of a report showing the specific version of report by requestor and date of request.	☐	☑	
402.	System should permit generating of a report showing total incident reports, including but not limited to any combination of period of time, geographical area, fire management zone, incident type, location type, civilian injuries, fatalities, property loss, firefighter injuries, responding fire apparatus, fire cause, responding fire stations, department defined fields, etc.	☑	☐	
403.	System should permit generating of a report showing total number of incident reports returned based on reviewer/supervisor, author/personnel, incident type, etc.	☑	☐	
404.	System should permit generating of automatic letters based	☐	☐	**More Information**

	upon data elements defined by the department.			**needed**
405.	System should permit identification on redacted fields within a printed report.	☑	☐	
406.	System should permit identification when changes were made to a report.	☑	☐	
407.	System should permit identifying of duplicate entries/rows in reports.	☑	☐	
408.	System should permit inspectors in the field to use GPS devices to automatically transmit and attach location.	☐	☑	
409.	System should permit modification of field labels from internal data source name.	☑	☐	**Limited number of fields can be modified**
410.	System should permit multiple grouping of criteria.	☑	☐	
411.	System should automatically resend lost data packets until report submission is successful.	☐	☑	
412.	System should permit organization and labeling of files attached to incident report.	☑	☐	
413.	System should permit other users query access to the information in an uncompleted or unapproved report.	☑	☐	
414.	System should permit personnel to indicate that a report requires immediate supervisor attention.	☑	☐	**Custom Field Creation**
415.	System should permit personnel to submit a report to a supervisor "group" rather than an individual supervisor.	☐	☑	
416.	System should permit personnel to submit reports electronically to their supervisors for review.	☐	☑	
417.	System should permit personnel to submit reports for approval from the field.	☑	☐	
418.	System should support automatic data	☑	☐	
2. Information				
419.	System should comply with all NFIRS reporting requirements.	☑	☐	
420.	System should capture demographic information for persons, including, but not limited to age, hair color, height, weight, ethnicity, school attended, contact information, parent/guardian name, address, phone number, etc.	☑	☐	
421.	System should capture name information for witnesses, victims, suspects, property owner, juvenile, insurance agent, tenant, other persons, etc.	☑	☐	
422.	System should link all associated reports and forms to a common incident number.	☑	☐	
423.	System should capture HAZMAT exposure as part of the incident report.	☑	☐	
424.	System should link HAZMAT exposures to the personnel module.	☑	☐	
425.	System should provide a separate report for HAZMAT exposures dependent upon the incident report.	☑	☐	
426.	System should permit electronically redacting of information from reports prior to printing a public copy.	☑	☐	
427.	System should permit printing of a full version of the un-redacted report.	☑	☐	
428.	System should permit viewing of individual incident reports electronically.	☑	☐	
429.	System should export incident information to NFIRS.	☑	☐	
430.		☑	☐	**Custom interface may be need for the**

	System should permit entering of incident reports either directly into RMS or via a mobile reporting system.			**Mobile Solution. FH Web allows for reporting with internet connection**
431.	System should permit assignment of a sequential incident number to a report.	☑	☐	**Assigned via CAD**
432.	System should permit department to determine the incident number format.	☑	☐	
433.	System should indicate that an incident occurred outside of the department's jurisdiction.	☑	☐	
J. HAZMAT				
434.	System should permit automatically updating of master indices upon entry of hazardous materials data.	☑	☐	
435.	Hazardous materials module should include but not limited to industry accepted chemical reference records, fire code hazard classifications, technical information, mixtures with variable concentrations and combinations, etc.	☑	☐	
436.	System should permit exporting of e- compliance reporting information to the required departments.	☑	☐	
437.	System should use standard Windows functions to search the hazardous materials chemical database.	☑	☐	
438.	System should permit department to add data elements to be captured.	☑	☐	
439.	System should permit applicants to enter HAZMAT information electronically.	☐	☑	
440.	System should produce a summary of Hazardous Materials information by business type, city, hazardous materials type, location, owner, department defined criteria, etc.	☑	☐	
441.	System should notify of hazardous materials including but not limited to upcoming certification dates, introduction of hazardous materials, user defined follow up dates etc.	☑	☐	
442.	System should permit tracking of inventory materials used on incident or training.	☑	☐	
443.	System should permit attaching of files to hazardous materials records.	☑	☐	
444.	System should permit association of multiple hazardous materials information with a single parcel.	☑	☐	
K. Billing				
445.	System should allow tracking of outside agency requests for the purpose of Billing.	☑	☐	
446.	System should provide peer agency units and special equipment tracking for billing purposes.	☑	☐	
447.	System should have a uniform template for reporting billing information.	☑	☐	
448.	Billing signature template should have the ability to capture electronic signatures.	☐	☑	
L. Complaints				
449.	System should notify personnel of prioritized complaints, referral or inquiries.	☑	☐	**Custom Rule and Report**
M. Messaging				
450.	System should accommodate the message types including but not limited to administrative messages, operational messages, routine messages, staffing messages, urgent/emergency messages, etc.	☑	☐	

451.	System should permit creating of messages that are retained in the system and sent at pre-specified times.	☑	☐	
452.	System should permit incoming messages to not interfere with current work.	☑	☐	
453.	System should permit receiver to view the total number of unread messages.	☑	☐	
454.	System should permit messages to be queued in an "inbox" for later viewing at the convenience of users.	☐	☑	
455.	System should permit authorized users to view messages pending in queue.	☐	☑	
456.	System should permit authorized users the ability to clear a message from the queue.	☐	☑	
457.	System should permit searching of stored and sent messages.	☑	☐	
458.	System should permit sending of broadcast messages.	☑	☐	
459.	System should require a message acknowledgment.	☑	☐	
460.	System should permit supervisors to monitor messages.	☑	☐	
461.	System should permit supervisors to disable the monitoring of messages.	☑	☐	
462.	System should permit storage of messages in a department defined buffer size.	☑	☐	
463.	System should permit identification of all messages by sender, date, time, workstation ID, and receiver, date, time, and workstation ID.	☑	☐	
464.	System should permit assignment and change of priority to a message.	☐	☑	
465.	System should permit users to choose a group to receive a message.	☑	☐	
466.	System should permit creating and saving of user-defined message groups.	☑	☐	
467.	System should permit users to select any number of people as part of a message group with no limitation on the number of people in a group.	☑	☐	
N. CAD Reporting				
468.	The design of the system must be compatible with current and future initiatives, such as Mobile Data, AVL (Automatic Vehicle Location), 911 ANI/ALI. This would include all interface requirements for Motorola Printrak.	☑	☐	
469.	System should store service data transferred from the CAD application including, but not limited to activity time stamps, ambulance response area, automatic aid, mutual aid, call comments, call disposition, initial call type, final call type, caller location, source of call, shift, hospital, incident	☑	☐	
470.	System should store service data transferred from the CAD application including, but not limited to activity time stamps, ambulance response area, automatic aid, mutual aid, call comments, call disposition, initial call type, final call type, caller location, source of call, shift, hospital, incident	☑	☐	
O. Electronic Patient Care Record (ePCR)				
471.	System should be a fully integrated ePCR data collection and reporting system that will satisfy all mandated requirements.	☑	☐	
472.	System should provide a quantitative and qualitative analysis for CQI (continuous quality improvement) management, administration and reimbursement.	☑	☐	

473.	System should have the ability to integrate with current technology; including BSO Computer aided dispatch (CAD), billing software and the State of Florida EMS Bureau reporting system.	☑	☐	
474.	System must be certified Gold Compliant. All state data reporting must be in a NEMSIS-compliant format (Version 2.2.1).	☑	☐	
475.	System should allow for multi-patient incident reporting capabilities. This should include a feature which allows the user to add additional patients to a call with maximum ease and a minimum amount of navigation within the program. Additionally, the incident data shall not have to be re-keyed by the user for each patient.	☑	☐	
476.	System should provide a function that retrieves a previously entered patient's data. The application shall have a feature to allow users to search for a previously treated patient demographics, billing data, and medical history/medications/allergies.	☑	☐	
477.	System should provide a HIPAA compliant patient lookup feature that is synchronized and downloaded to all mobile (ePCR application) units utilizing the software.	☑	☐	
478.	System should utilize a two-step validation process to both protect patient privacy and ensure that the proper patient information is retrieved. This two-part process shall utilize the following: Patient Last Name, Patient Social Security Number.	☑	☐	
479.	System should have a uniform template for the documentation of the following Incident Data: Response details (Incident date, Incident Number, Run Type, Priority, Shift, Unit, Vehicle, EMD Performed, EMD Card Number, Mutual Aid, Estimated Initial Responder Onscene); Scene (Location type, Location Name, Address 1, Address 2, City, State, County, Zip, Map Section, Suspected Disaster, Mass Casualty; Personnel Information (personnel assigned to incident); Disposition (call disposition, transported due to, requested by, diversion, level of service, refusal reason, transferred to, transferred unit); Destination (destination type, destination name, address, city, state, zip, map section, chart #, patient #, trauma registry #, run number, request review YES/NO); Incident Times (call received, dispatched, enroute, onscene, at patient, depart scene, at destination, call closed); Mileage (starting, ending, and loaded); additional agencies; additional responders; delays (dispatch delays, response delays, scene delays, transport delays, turn-around delays).	☑	☐	
480.	System should have a uniform template for the documentation of the following Patient Data: last name, first name, middle name, weight, SSN, DOB, scene address, phone number, drivers license, driver's license state, physician last name/first name, advanced directives, medication/allergies/history, and documentation of disposition of patient personal belongings.	☑	☐	
481.	System should have a uniform template for the documentation of the following Vitals: date/time, AVPU, blood pressure (left or right arm), orthostatic position (seated, supine, standing), blood pressure (method), pulse (rate, rhythm, strength), respiration (rate, rhythm, quality), SpO2 value, EtCO2 value, CO value, Glucose value, Temperature Value, Temperature method, Cardiac Monitoring (rhythm selected from drop down menu, 12-lead findings), Trauma Scoring (include auto calculation assessment tools), Pain Scale (numeric values, Wong-Baker).	☑	☐	
482.	System should have the ability to document procedures/treatments provided to a patient by responding	☑	☐	

	personnel via a drop-down menu. Procedures must be time stamped.			
483.	System should have the ability to document if procedures were performed prior to arrival, including the providing party, agency, patient response, and comments.	☑	☐	
484.	System should have a uniform template for documenting the physical findings of an exam. All documentation categories shall have subcategories of common information that the user can click on to document common abnormal/normal findings	☑	☐	
485.	System should have within each subcategory an area to allow the user to document "no abnormalities" or "not assessed" with one click. Additionally, each subcategory shall have an open text narrative field to allow the user to type in any pertinent findings or information they are not able to document via a click-box function.	☑	☐	
486.	System should include the following categories for physical exam – mental status, skin, HEENT, chest, abdomen, back, pelvis/GI/GU, extremities, neurological.	☑	☐	
487.	System should include 3-D gender-specific body forms in adult, child and infant versions for rapid documentation of wounds, fractures, and other clinical observations. 3-D forms should allow the user to rotate the figure 360 degrees and have zoom-in capabilities.	☑	☐	
488.	System should allow for documentation of "initial assessment" findings, as well as "ongoing assessment" findings. Initial assessment and ongoing assessment fields shall contain a time/date stamp function.	☑	☐	
489.	System should have a uniform template for entering Clinical Impressions, Injuries/other factors, as well as Supporting signs and symptoms.	☑	☐	
490.	Primary/Secondary Impression and Supporting Signs/Symptoms list should be editable by City.	☑	☐	
491.	Primary/Secondary Impression and Supporting Signs/Symptoms Categories shall include: Primary Impression, Secondary Impression, Anatomic Position, Chief Complaint System, Chief Complaint (open text narrative field, duration), Secondary Complaint (duration), Supporting Signs/Symptoms, Injuries (Patient injured Yes/No, Injury Details, Place of Injury, Injury Date/Time, Medical and/or Trauma, Alcohol/Drugs (Smell of Alcohol on Breath, Patient admits to alcohol use, Patient admits to drug use, Alcohol and/or Drug Paraphernalia at Scene, None, Unknown), Pregnancy Yes/No.	☑	☐	
492.	System should contain an open narrative field to allow users to document pertinent information related to the call. This field shall not be limited in length.	☑	☐	
493.	System should contain an "appended narrative" field to allow users to add narrative information to the call after the record has been "locked".	☑	☐	
494.	System should provide for custom fields to be displayed related to how a patient was moved. These may include: How patient moved to ambulance, Patient position during transport, Patient was moved from Ambulance, Condition of patient at Destination.	☑	☐	
495.	System should have templates available to document Stroke Scale scoring.	☐	☑	
496.	System should contain specific documentation tools and reporting templates for specialty care patients including 1) Acute Coronary Syndromes (to include template for user to document OPRQRST, 12 lead, Right-sided Posterior ECG, 12 lead transmission date/time stamp, and thrombolytic	☑	☐	

	checklist), and 2) Advanced Airway (to include airway grading and Mallampati classification scales.			
497.	System should contain specific documentation tools for Burns utilizing user selected input on an anatomical model (to include body forms for infant, child, adult) to calculate body surface area burn percentage. Application shall contain an "edit" feature to allow users to edit selections made on the anatomical model.	☐	☑	**Future Release**
498.	System should have a CPR template for reporting of Cardiac arrest resuscitation details. This template should include the following categories: Pre-arrival details (Cardiac Arrest, Cardiac Arrest Etiology, Estimated Time of Arrest, Pre-arrival CPR , Instructions, Estimated time collapse to 911, Estimated time collapse to CPR, Arrest witness by), EMS Details (first defibrillation by, Time of first defibrillation, Initial ECG Rhythm, Rhythm at destination, Hypothermia provided/end of event, AED applied yes/no, applied by, defibrillated yes/no) CPR Details (Initiated by, Time of 1st CPR, CPR Feedback, ITD used, ROSC, ROSC time/date, ROSC Occurred, Resuscitation Attempted Yes/No, Resuscitation Discontinued Date/Time Stamp, Resuscitation Discontinued Reason, In Field Pronouncement Expired Time/Date/Physician).	☑	☐	
499.	System should contain a template for user reporting of Motor Vehicle Collision details. Templates should include at a minimum, MVC details (Vehicle type, Patient Position in vehicle, Seat row position of patient, Weather, Law Enforcement Case #, Extrication required, Open narrative field for Extrication comments, Time/Date stamp for extrication time), Collision Indicators (Dash deformity, Death, Ejection, Fire, Intrusion > 12", Rollover, Side Post deformity, Steering wheel deformity, Windshield spider/star, Estimated speed, Safety devices utilized, Damage location, Airbag Deployment), Obstetrical, Spinal Immobilization, Trauma Criteria.	☑	☐	
500.	All fields should be available within the ePCR application and fully configurable by the system administrator.	☑	☐	
501.	System should have an attractive and intuitive graphic user interface	☑	☐	
502.	System should have fast performance and response time	☑	☐	
503.	System should allow patient care reports to be completed and accessed from any computer with an internet connection, but not require active internet connection to create ePCR	☐	☑	**Application for EPCR completion only**
504.	System should allow easy data input (e.g., auto-population of times/address fields from CAD, check boxes, drop down menus, etc.)	☑	☐	
505.	System should allow free-floating data entry. The user shall have the ability to work anywhere within the report once a record is open.	☑	☐	
506.	System's mobile application should allow for multiple input modes of entry (Touchscreen, digital pen, hand-writing recognition).	☑	☐	
507.	System's mobile application should allow the user to quickly and easily record patient vitals, medications administered, treatments and other EMS events, regardless of where they are in the patient record, with automatic time stamping of events.	☑	☐	
508.	System mobile application should have the ability to have multiple calls in various stages of completion at the same time.	☑	☐	
509.	System should automatically save work at predetermined	☑	☐	

	intervals without the need to select a “Save” button.			
510.	System should feature a progressive entry of data. First responders will be able to “hand-off” electronically, via web transmission, demographic, assessment and treatment information to the transporting EMS agency.	☑	☐	**As long as the transporting agency is under the same EMS number and DB as the department**
511.	System's mobile application should have a language translation tool that enables EMS providers in the field to communicate with non-English speaking patients. Users should be able to launch the translation tool without leaving the ePCR applications.	☐	☑	
512.	System should provide ability to create unlimited practice ePCRs for training.	☑	☐	
513.	System should have an easy to follow user manual.	☑	☐	
514.	System should contain validation tools to help ensure that all required medical information is captured on the ePCR.	☑	☐	
515.	System should have billing software integration and also must be able to submit data to the State of Idaho EMS Bureau with a submission interface. Along with these data elements, the application can have customizable data element, values, form layout and access.	☑	☐	**Yes and a Export to Florida**
516.	System should contain a bi-directional NEMSIS/HL7 transformation engine that is ePCR and EMR vendor agnostic which enables agencies and hospitals to share vital patient information including EMS ePCR data and hospital outcomes and billing data in near real time.	☐	☑	**HL7 in future release**
517.	System should have the capability to populate EMR and HIM systems with digital pre-hospital care records and discreet data.	☐	☑	
518.	System should include data analysis tools that EMS can utilize for QI initiatives pertaining to patient outcomes.	☑	☐	
519.	System should have the ability to create addendums for locked patient care reports. All addendums shall be time stamped and logged by user ID.	☑	☐	
520.	System should have the ability for electronic signature capture and storage capability for patients, users and other clinical staff.	☑	☐	
521.	System should have the ability for ePCR users to attach documents to the record. (Example: pictures, forms, billing forms, etc.).	☑	☐	
522.	System should feature Ad-Hoc report generation. This report generation tool shall allow the user to create an unlimited number of completely customized reports quickly and easily.	☑	☐	
523.	System should have the capability to support scheduled reports that are triggered which can alert key personnel of sentinel events or reports that run at scheduled intervals.	☐	☑	
524.	System should be capable of sending reports to specific email accounts, or have the ability to export the reports to Microsoft word, Excel, and PDF formats.	☑	☐	
525.	System should allow receiving hospitals electronic access to ePCRs. Authorized hospital users of the system should be able to log in and download ePCRs.	☑	☐	
526.	System should allow access only to those ePCRs on which they are identified as the receiving facility.	☑	☐	
527.	Multiple permitted users at the hospital should be able to access the ePCR.	☑	☐	
528.	City should maintain access control to the hospitals.	☑	☐	
529.	The application shall contain a tool that allows the ePCR	☑	☐	

	system to track the amount of medical consumables used. Consumable tool must be configurable by system administrator. System should provide a quantitative and qualitative analysis for CQI (continuous quality improvement) management.			
P. Quality Assurance & Quality Improvement (QA/QI)				
530.	System should provide a quantitative and qualitative analysis for CQI (continuous quality improvement) management	☑	☐	
531.	System should provide a complete closed loop quality management process or QA/QI tool.	☑	☐	
532.	QA tool should include "Documentation Review", "Call Review" and "Billing Review" modules	☐	☑	
533.	QA/QI tool should the ability to categorize documentation errors for tracking documentation error statistics with comment fields for further clarity.	☑	☐	
534.	The QA/QI tool should include a message system allowing the reviewer to submit request for additional information to the user(s) and alert messages to other quality managers.	☑	☐	
535.	When users respond to quality managers within the application an In and Out box should be available to help quality managers keep track of the CQI process.	☑	☐	
536.	Alerts should indicate that a crew has replied to the quality manager's request for information.	☐	☑	
537.	QA/QI tool should include the ability to query ePCRs by calendar date, incident number, lead provider, primary clinical impression, disposition and status. Further the QA/QI tool should allow the filter of ePCRs by unit and the ability to multi select units.	☑	☐	
538.	QA/QI tool should send alert messages to crews when quality managers need additional information. This alert feature should include a function whereby users can receive an alert indicating they have messages pending.	☐	☑	
539.	QA/QI tool should include "Call Reviews" and have the ability to document whether a treatment was medically necessary and medically appropriate. The review types should include clinical impression, personnel and procedures.	☑	☐	
540.	ePCR system should have a uniform billing template that includes the following categories: Last Name, First Name, Middle Name, Address, City, State, Zip, Phone Number, Insured SSN, Insured DOB, Primary Payer, Medicare #, Medicaid #, Primary Insurance, Primary Insurance Policy/Group Number, Secondary Insurance, Secondary Insurance Policy/Group #, Work Related Yes/No, Employer, Contact Number, Phone Number Occupation, Next of Kin.	☑	☐	
541.	Electronic patient care reporting program needs to be able to push data in an ASCII fixed with field, fixed with record, and relational record format.	☐	☑	**Currently XML. ASCII will require configuration**
Q. Calendar				
542.	System should provide a master calendar of all personnel that tracks including but not limited to assignment, scheduled inspections, training, required operations training, work schedule, any information in the RMS with an associated date, etc.	☑	☐	
543.	System should permit users to query the master calendar based on, but not limited to assignment, date, personnel, training, required operations training, inspections, any information in the RMS with an associated date, etc.	☑	☐	

544.	System should restrict viewing access to the master calendar.	☑	☐	
545.	System should prevent a user from modifying another user's calendar/activities.	☑	☐	
546.	System should permit users to enter all time including drive time from a single point in the system without opening a separate module.	☑	☐	

Functional Requirements

Please see bidsync for the functional requirements document

Technical Requirements

Please see bidsync for the technical requirements document.

System Specifications/Network Response

Minimum hardware recommendations for Server-side installations of FIREHOUSE Software Enterprise/Web do not exceed the requirements set for Microsoft® SQL Server™. For wide area connections, we recommend that departments evaluate the FH to determine satisfactory system response times. FH clients report that a 56K connection results in acceptable response times, but response times improve with increased bandwidth. Performance will increase dramatically with greater than minimum and recommended hardware, operating system, and network connectivity.
There are many variables/configurations that prevent accurately predicting response times for various system events. The most accurate determination of responsiveness is to evaluate FH. An evaluation installation may be provided and/or tests may be performed on a hosted solution.

FIREHOUSE Software requires Microsoft® SQL Server™ 7, 2000, 2005, or 2008 R2 (purchased separately). FH supplies MSDE (lite version of MSSQL 2000) for limited use (no more than 5 concurrent user system). Multiple protocols are available for the ODBC connection between workstations and data, TCP/IP is one of the available protocols.

FH Enterprise Server HW/OS Requirements:

Windows 2000 Server with Service Pack 4,
Windows Server 2003/2008 Standard or Enterprise Edition.
64-bit Database Server is acceptable but workstations should be 32-bit
Required memory:
Minimum 1GB RAM plus 10 MB RAM per FH Enterprise Client.
10GB of free disk space (the more the better)
Color depth greater than 256 colors, 16 million colors recommended.

Web Server Requirements:

- Windows Server 2003 or 2008 Standard or Enterprise Edition.
  - 32-bit OS versions only. The FH Web Server is not compatible on 64-bit OS systems.
- Required memory:
  - Minimum 512 MB of RAM plus 10 MB of RAM per FH Web Client.
  - 2GB of free disk space on C:\. We recommend 80 GB or more.
- TCP/IP network connections (TCP/IP must be installed prior to FH Web Server installation).
- FH Web server must have web services installed and active. Microsoft IIS 6.0 or later is required.

- Color depth greater than 256 colors, 16 million colors recommended.
- Unique Windows logons for each workstation accessing FH Web.

FH Web Client workstation requirements vary depending on whether the Java, ActiveX, or Native Windows client is used. The ActiveX and Native Windows clients can be used on most Windows computers, including computers running 64-bit operating systems. The Java client can be run on any workstation with a java-compatible Internet explorer, even non-Windows workstations.

- Clients running the Java Client should set their color palettes to anything less than True Color.
- TCP/IP must be installed as a network protocol.

Supplier: **Xerox State and Local Solutions Inc.**

City of Pembroke Pines

Attachment I

TECHNICAL REQUIREMENTS FORM

Table of Contents

A. Security Administration
B. Configuration
C. Infrastructure
D. Storage
E. Scalability
F. Licensing
G. Archiving & Audit Trail
H. Printing

Company Name:

TECHNICAL REQUIREMENTS

The following questions relate to the technical requirements that are required in the proposed solution.

Item #	Requirement	Comply? Yes	Comply? No	Exceptions and/or Comments
A. Security Administration				
1.	Describe the depth and breadth of your system's security methodology (rights and privileges, user based, role based, etc…), including ability to assign security at different user and/or user group levels.	☑	☐	**User and Role Based security permisions**
2.	The system must include the capability to integrate into Windows Active Directory for user authentication and administration.	☑	☐	
3.	System should permit administrators to remote log out a workstation or have a session "time-out" in place.	☑	☐	
4.	Explain how your system segregates workflow administration privileges to accommodate enterprise deployment with numerous administrators.	☐	☐	**All Admins can be assigned specific rights**
5.	Describe the system's ability for designated users to perform simple administrative tasks via web-based interface (e.g. Add new users, Change Passwords, Reset Passwords, Apply rights to user groups, etc…).	☐	☐	**All functions of the RMS are available via the web interface with Admin rights**
6.	Describe how the solution allows for the system administrator(s) to hold a specific number of licenses for different features in order to guarantee access regardless of others logged in.	☐	☑	
7.	System should permit System Admin Users to view all users currently logged into the system.	☑	☐	
8.	System should permit system generated messages to system administrator or supervisor when a department defined number of unsuccessful sign-on attempts have occurred.	☑	☐	
9.	System should permit review of all computer activity performed by a specified user during a period of time when an unauthorized use of password has occurred.	☑	☐	
10.	System should permit vendor support to be provided via unique support accounts.	☑	☐	
11.	System should permit multiple administrative accounts.	☑	☐	
B. Configuration				
12.	System must be web-based and permit a browser access point to the system for client and remote access.	☑	☐	
13.	System should support SSL, https, and full encryption standards.	☑	☐	
14.	System provides a single interface for the configuration and administration of all major system components (e.g., user groups and rights, storage structure, records management, scripting, etc.).	☑	☐	
15.	Solution allows for ease of configuration, in that most administrative tasks can be done by an internal resource as opposed to a third-party software expert.	☑	☐	
16.	Quantify the number of configurable options in your solution.	☑	☐	
17.	The proposer must include support with installations of software during implementation.	☑	☐	

18.	The proposed system must be able to remotely deploy all updates to the system to include Mobile Data terminals with minimum impact to end users.	☑	☐	
C. Infrastructure				
19.	Database architecture supports multi-vendor platforms, specifically MS SQL and Oracle.	☑	☐	
20.	Describe your solutions support for virtualization.	☑	☐	**It is supported**
21.	System is compatible with MS Windows 7 (and newer), MS IIS 7.0 (and newer).	☑	☐	
D. Storage				
22.	Describe your solutions storage architecture and recommended appliances that you integrate to (e.g. EMC, NetApp).	☐	☐	
23.	Solution stores documents in their original, native file formats, not in a proprietary format.	☑	☐	
24.	How many native file formats do you support? If applicable, please explain any unique file types your system uses.	☐	☐	**Standard File Types are supported via attachments**
25.	Solution should contain an export tool for massive exporting of content in a non-proprietary format.	☑	☐	
26.	For increased efficiencies in backup and database sizing, content is stored with pointers in the database to file storage locations, as opposed to a blob in the database.	☑	☐	
27.	System's storage architecture allows for one to many different physical locations for the purpose of redundancy. If one of the locations were to have a failure, there would be no interruption of access to the data.	☑	☐	
28.	System must have the option to limit access to the storage locations based on service accounts.	☑	☐	
29.	Solution provides the ability to encrypt data at the database level and at the file storage level, as well as content that has been backed up/at rest.	☐	☑	**Department Responsibility for at rest backup encryption DB's**
E. Scalability				
30.	Solution allows for development, test, and disaster recovery environments with no additional licensing fees.	☑	☐	
31.	System supports multiple application and web servers in a load balanced configuration environment for redundancy.	☑	☐	
32.	Please provide examples of scalability using real customer examples and metrics.	☐	☐	
F. Licensing				
33.	Describe how your software licensing model promotes multi-departmental adoption and enterprise growth.	☑	☐	**Concurrent use with the ability to have multiple FDID's in a single DB**
34.	System offers both dedicated user and concurrent (pooled) Client access licenses.	☑	☐	
35.	Primary client access licenses enable a user to access the system either over the web or via a desktop. A client license is not bound to either web-based access or desktop (thick client) access.	☑	☐	
36.	Describe additional test and development environments provided. What are the costs to license these environments – both software and maintenance?	☑	☐	**A single test environment is available for 11,770 and 970 annually**
37.	System offers both perpetual and subscription / lease based licensing options. Describe.	☐	☑	
G. Archiving & Audit Trail				

38.	The system must include the capability to archive data and the ability to search data.	☑	☐	
39.	The system must maintain a history of all modifications.	☑	☐	
40.	The proposer should include the capability to perform ad-hoc queries and reports on the audit history of any record(s) or user (s).	☑	☐	
41.	System should permit display of date and time of last session upon user logon. Including date/time, number of attempts, user id, workstation id, code tables, etc.	☑	☐	
42.	System should auto archive data based on a date parameter controlled by the department administrator.	☑	☐	
43.	System should permit manual archiving of information based upon user-specified parameters.	☑	☐	
44.	System should permit automatic archive of information based upon user-specified parameters.	☑	☐	
45.	System should permit retention of deleted table information with the capability to perform an archive and final purge.	☑	☐	
46.	System should permit purge based on criteria.	☑	☐	
47.	System should maintain a log and display all times in military (24 hour) clock format.	☑	☐	
48.	System should permit all date and timestamps to be system generated.	☑	☐	
49.	System should maintain logs on all actions including, but not limited to any report sent to a printer, attempted breeches, changes, errors, file maintenance transactions, inquiries to other systems, user messages, override, security violations, successful sign-on, transaction entries, unsuccessful sign-on attempts, etc.	☑	☐	
50.	System should permit archiving of audit trails based on transaction type and/or date.	☑	☐	
51.	System should permit audit and logging functionality to be configurable.	☑	☐	
52.	System should permit extraction of reports from the audit trail.	☑	☐	
53.	System should permit manual archive of information based upon department specified parameters.	☑	☐	
54.	System should automatically archive information based upon department specified parameters.	☑	☐	
55.	System should permit securing of the audit log from user tampering.	☑	☐	
56.	System should permit sorting of stored messages based on priority and date/time.	☑	☐	
57.	System should permit storage of audit trail data including, but not limited to date and time stamp, input, edit, deletion, inquiry, printer Id, security level, terminal id, transaction type, type of data accessed during an inquiry, user id, user name, etc.	☑	☐	
58.	System should capture updates to a master record based on changes to time and date stamp, user id, etc.	☑	☐	
59.	System should permit tracking for system and user activity for a given day/period.	☑	☐	
60.	System should permit viewing of all audit records for all fields.	☑	☐	
61.	System should permit viewing of audit records for all databases.	☑	☐	
62.	System should permit viewing of audit trails online.	☑	☐	
63.	System should permit viewing of historical individual information.	☑	☐	

64.	System should provide an audit trail when data are sent/received electronically via email. Audit trail data includes, but is not limited to data sent, date and time stamp, received user id, sender user id, terminal id, etc.	☐	☑	
65.	System should provide a comprehensive search feature that will allow easy access to related audit components.	☑	☐	
66.	System should log all vendor access to system.	☐	☑	
67.	System should maintain an audit trail based on individual levels, module levels, record levels, etc.	☑	☐	
H. Printing				
68.	The proposer must include the capability to print to any local or network-attached printer.	☑	☐	
69.	The proposer must include the capability to control printing of non-public data.	☑	☐	
70.	The proposer should include the capability for exporting reports into ASCII/CSV/XLS/XML formats.	☑	☐	
71.	The proposer should include the capability to restrict printing of data.	☑	☐	

Implementation plan

Xerox shall perform the following Services for (PEMBROKE PINES):

Four Phased Process
Xerox will use a four phase process to complete the installation and support of the Software: project initiation, solution confirmation, implementation, and post-implementation.

Project Initiation Phase
Xerox, (PEMBROKE PINES) will form a software implementation project team consisting of FIREHOUSE project manager, Pembroke Pines project manager. This team will perform the following activities:

- project kick-off meeting;
- review implementation items;
- review implementation strategy;
- review communications plan;
- review change control plan; and
- review issue resolution plan.

FIREHOUSE deliverables for the project initiation phase consist of the following:

- implementation plan;
- communications plan;
- list of hardware requirements;
- change control plan; and
- issue resolution plan.

The project initiation phase will begin within fifteen (15) days of the Effective Date and will last between fourteen (14) and thirty (30) days.

Solution Confirmation Phase
The software implementation team will conduct a pilot workshop. At the pilot workshop, FIREHOUSE, (PEMBROKE PINES) will confirm the functionality of the Software provided under this Agreement and begin configuration of the FIREHOUSE database system to the Pembroke Pines requirements. During the solution confirmation phase, FIREHOUSE will provide:

- the final project schedule;
- procedures and guidelines which set (PEMBROKE PINES) expectations for the project and help (PEMBROKE PINES) identify procedural changes, software workarounds or potential software modifications;
- finalized specifications for interfaces to external applications;
- system test plan; and
- training plan.

During the solution confirmation phase, the software implementation team will:

- approve implementation items;
- approve implementation strategy;
- approve communications plan;
- approve change control plan; and
- approve issue resolution plan.

The solution confirmation phase begins on completion of the project initiation phase and has an estimated duration of 30 days. In addition to the software implementation team members, FIREHOUSE will provide a software training coordinator and one individual as support staff. Pembroke Pines will also provide one additional individual as support staff.

Implementation Phase
During the implementation phase, the software implementation team will:

- establish a "live" database containing appropriate table setup and Pembroke Pines specific configuration. This includes defining import definitions for data importation from external data sources, importing data from external data sources, and verifying integrity and relevance of data in the FIREHOUSE database;
- design a training program;
- prepare and train users to effectively use the Software;
- initiate acceptance testing to validate functional requirements; and
- "Go Live" – the final step in processing real production business transactions in the Software.

During the implementation phase, FIREHOUSE and Pembroke Pines will:

- establish user security profiles;
- review and modify System-wide codes and lookup table categories as needed;
- enter or import basic staff data, and modify staff lookup tables as needed;
- review required fields in the modules to be deployed and set additional rules as needed
- review and document additional configuration needs requiring assistance for support staff

Training will consist of Pembroke Pines administrator configuration training, Pembroke Pines administrator ongoing administration training, and end user training on train the trainer sessions.

The implementation phase can begin as soon as hardware is made available for software load. It is not contingent on the Solution Confirmation phase. Duration of the implementation phase is contingent on complexity of specific department needs. Typical time frames are 30-45 days.
Deliverables consist of:

- base system load and configuration on Pembroke Pines server;
- Pembroke Pines system administrator training;
- train the trainer training; and
- data table population with Pembroke Pines.

FIREHOUSE Software Staff: Project Manager, Support staff as needed (est. 1-2), Development Staff as needed (est. 1), FH Software Trainer. **PEMBROKE PINES** Project Manager, Fire Department Representative (Decision maker on processes, procedures, and product direction), IT/Support Staff (or fire department staff) as needed (est. 1-2). Actual number of personnel needed, will be determined following Pembroke Pines's decision on the level of implementation services required.

"Go Live"

Post Implementation Phase

Pembroke Pines ability to maximize the functionality of the System requires that Pembroke Pines continue to leverage the depth of advanced functionality and flexibility of the Software. Ongoing training and business process engineering are necessary to ensure Pembroke Pines can take maximum advantage of the technology investment in the Software. FIREHOUSE will provide the ongoing support, as set forth in the Maintenance Agreement attached hereto as Exhibit D.

As a general rule, most individuals have the capacity to retain about 50% of the information gathered during a training session. The training provided by FIREHOUSE during the initial project implementation covers the processes for all key transactions and instruction to leverage the Software. However, FIREHOUSE Software offers far more automation and sophistication than Pembroke Pines will use at "Go Live". To leverage advanced techniques, Pembroke Pines should participate in ongoing training and onsite engagements.

During the post implementation phase, FIREHOUSE and Pembroke Pines will:

- review overall FIREHOUSE applications fit to day to day operations;
- determine modifications to FIREHOUSE applications for increased compatibility and efficiency;
- conduct additional advanced administrator training as needed; and
- determine need for end user follow up training (recommended by FIREHOUSE).

The post implementation phase begins with a successful "go live" and continues for the term of support purchased by the Pembroke Pines under the Maintenance Agreement attached hereto as Exhibit D. FIREHOUSE deliverables consist of verification of project goals, ongoing support, and if necessary additional training.

FIREHOUSE Software Staff: Project Manager, Support staff as needed. **Pembroke Pines:** Personnel: Project Manager, Program Administrators as needed.

Please note that a more specific deployment schedule will be negotiated and agreed after the Effective Date once the solution requirements are finalized. This schedule will be for planning purposes only and will not be contractually binding. Total deployment time for similar projects has been 150 days or less.

FIREHOUSE and (PEMBROKE PINES) may update the milestones and specific approval points during the project initiation phase, which may require an amendment to this Agreement.

Please note that configuration and modification of the FIREHOUSE application is an ongoing process and although the implementation will take care of most of the major configuration needs, there may be additional configuration needed as Pembroke Pines explores the different capabilities of the software.

Training

Weekly webinars on selected topics are also provided with your annual support. Via our regional training courses and our FHETS conference FIREHOUSE is developing a certification program. FIREHOUSE can provide a full array of training options to further continue your departments educational development.

On-site training is being proposed. The training is broken down into administrative and train-the-trainer. Administrative Training covers the capabilities and responsibilities of the setup team(s) and system

administrators. The initial kickoff will ensure administrators have the 'vision/outlook' needed to begin building an internal implementation plan as well as the tools needed to complete the setup phase of the project.

Train the trainer training will focus on the user aspect with some emphasis on the 'vision/direction/purpose' of the software. Towards the end of the training we will finalize the admin training and (re)evaluate (and/or make any recommendations to) the setup to date. In this training special attention will be given to the 'big picture', familiarization and detailing the software from the user standpoint, power features for end users, tips & tricks, and much more. The final day of training may be used in any capacity the city finds most appropriate. This may include additional admin training, follow-up trainer/user training, or maybe even reallocated to be used on another training opportunity (FIREHOUSE Software Education & Training Seminar). From the initial kickoff through the life of the software, technical support is available at every step. Technical assistance may be provided by phone, email, fax, or web-conferencing.

Technical Support

Technical Support includes:

- Unlimited live telephone support on a toll free (800 number). Monday through Friday from 6:00 AM to 9:00 PM and Saturday from 8:00 AM to 12:00 PM Central Standard Time. Tech support will answer your call live. If a live tech is not available they respond from a live message queue with replies generally within 30-60 minutes.
- An account history database with specific system configurations and a written account of all problems encountered
- Unlimited access to the FIREHOUSE Software ftp site on the Internet for file upload and download, containing tips techniques, fire service industry news and other electronic communication.
- All program updates and releases, including new features to existing system, additional reports and product enhancements.
- 24/7 Telephone support. For Critical Issues and Emergencies
- Issues are logged in client CRM where all employees have the ability to create, update, and upgrade support issues. All calls and correspondence are logged in this system.

Software Support

The first version of the FIREHOUSE RMS was released in 1992 and has since developed in the current version 7 that it is today. Upgrades to the software are generally released quarterly and as needed. Changes and enhancements are made known through release notes and are recommended to be viewed before applying any update. Upgrades to new versions of the software are included in your annual support payment. FIREHOUSE will continue to support legacy software as long as the solution remains viable to the current industry standards. Customers are notified far in advance of any discontinued product support and a plan developed to implement the newest version of FIREHOUSE before support is discontinued.

Additional Information

System Specifications/Network Response

Minimum hardware recommendations for Server-side installations of FIREHOUSE Software Enterprise/Web do not exceed the requirements set for Microsoft® SQL Server™. For wide area connections, we recommend that departments evaluate the FH to determine satisfactory system response times. FH clients report that a 56K connection results in acceptable response times, but response times improve with increased bandwidth. Performance will increase dramatically with greater than minimum and recommended hardware, operating system, and network connectivity.
There are many variables/configurations that prevent accurately predicting response times for various system events. The most accurate determination of responsiveness is to evaluate FH. An evaluation installation may be provided and/or tests may be performed on a hosted solution.

FIREHOUSE Software requires Microsoft® SQL Server™ 7, 2000, 2005, or 2008 R2 (purchased separately). FH supplies MSDE (lite version of MSSQL 2000) for limited use (no more than 5 concurrent user system). Multiple protocols are available for the ODBC connection between workstations and data, TCP/IP is one of the available protocols.

FH Enterprise Server HW/OS Requirements:
Windows 2000 Server with Service Pack 4,
Windows Server 2003/2008 Standard or Enterprise Edition.

64-bit Database Server is acceptable but workstations should be 32-bit
Required memory:
Minimum 1GB RAM plus 10 MB RAM per FH Enterprise Client.
10GB of free disk space (the more the better)
Color depth greater than 256 colors, 16 million colors recommended.

Web Server Requirements:

- Windows Server 2003 or 2008 Standard or Enterprise Edition.
  - 32-bit OS versions only. The FH Web Server is not compatible on 64-bit OS systems.
- Required memory:
  - Minimum 512 MB of RAM plus 10 MB of RAM per FH Web Client.
  - 2GB of free disk space on C:\. We recommend 80 GB or more.
- TCP/IP network connections (TCP/IP must be installed prior to FH Web Server installation).
- FH Web server must have web services installed and active. Microsoft IIS 6.0 or later is required.
- Color depth greater than 256 colors, 16 million colors recommended.
- Unique Windows logons for each workstation accessing FH Web.

FH Web Client workstation requirements vary depending on whether the Java, ActiveX, or Native Windows client is used. The ActiveX and Native Windows clients can be used on most Windows computers, including computers running 64-bit operating systems. The Java client can be run on any workstation with a java-compatible Internet explorer, even non-Windows workstations.

- Clients running the Java Client should set their color palettes to anything less than True Color.
- TCP/IP must be installed as a network protocol.

Data Conversion Overview

Import External Data

You can import data from any computer program that exports to accepted data formats .

Valid Source Types

Comma-Delimited
Fields are separated by a comma (","). Most spreadsheets and databases are capable of generating this format.

Tab-Delimited
Fields are separated by a tab. Most spreadsheets and databases are capable of generating this format.

Space-Delimited
Fields occupy defined positions in the source file. Some spreadsheets and databases are capable of generating this format.

DBF Table
Fields are stored in a standard database format. An advantage to this format is that fields in the source will be identified by a field name.

ODBC Data Source
ODBC is an abbreviation for Open DataBase Connectivity. ODBC makes it possible for FH to access any ODBC-compliant data. The ODBC source needs to be set up outside of FH before FH can use the source.

To import external data:

- From the **Administration** menu, select the **Database Administration** option, **Import From External Data Source...** option.
- Press New to add a new import definition. You are prompted to select *Standard* or *Lookup Table*. You must select a lookup table category if you select *Lookup Table*.
- Click for Lookup Table Import Instructions>
    - Select *Lookup Table*. You must select a lookup table category if you select *Lookup Table*.

      For example if you are importing street names, select **General System Codes** under import. Next you need to select the category you want to import into. For street names, select **Streets** from category. Select the source file type and then select the source file.

    Note: All data in the source table will be imported into the selected category, so make sure the source table includes only codes to be added to one category (e.g., Streets.)

    - Select *Lookup Table*. You must select a lookup table category if you select *Lookup Table*.

      For example if you are importing street names, select **General System Codes** under import. Next you need to select the category you want to import into. For street names, select **Streets** from category. Select the source file type and then select the source file.

    Note: All data in the source table will be imported into the selected category, so make sure the source table includes only codes to be added to one category (e.g., Streets.)

- Select *Standard* if this import is not for a lookup table.
- Press OK. The **External Data Import Definition** form is displayed.
- Name the import definition and select the source type. Valid Source Types

- Press Source File lookup. The **Open** dialog window is displayed.
- Highlight the appropriate source file, then press Select.

Tip:

Use wildcard characters to specify multiple files ***that share the same structure*** *for import. For example, if you have a CAD system that imports incident information into a specific directory, and names each file as {incident number}.txt, you can select all these files at one time by entering *.txt in the* **Source File...** *field. CAD systems that export DBF format will generally export records into a single DBF file.*

The next step is to specify where the source fields go in FH. To do this:

- Press Add. The **External Data Import Field Properties** form is displayed.
- Select a target table and target field. Available source fields are listed by pressing the Target Table lookup button.

Note:

If the source is ASCII space delimited, you must specify the start and end position of the selected field.

- Double click on the source field you want to import into the Target field. If the source file is a comma-delimited, tab-delimited or DBF file, a popup listing fields in the source file is displayed. This listing shows the data from the first record in the source file.
- Press Save. To add an additional field, press New. Press Close if no additional fields are needed.
- Select the *Rules* tab and specify rules if necessary.

  Note on deleting source files:

  Note that the import will not delete DBF source files (only the records in the file). Other file types are deleted when *Delete source records after import* is specified.

- On the **External Data Import Definition** form, press Close if finished with the definition.
- From the **External Data Imports** form, highlight your import definition and click on Run to start the import process.

Note:

Importing data from other systems may be a time consuming process, depending on how much data you are trying to import. To speed this up make sure that no other programs are running in the background. Do not attempt to import data across a modem.

You can Preview the import to verify the accuracy, view the ***Import Log*** to see details about the import process, or **Commit** to add the data to the target table. If you cancel the import, you can run the import again.

Contract Review

Xerox has extensive experience contracting with government entities, and we understand the need for protecting the manner in which public funds are expended. We have been consistently willing to accept most contract terms and conditions presented in standard government agreements. At the same time, Xerox has found that good faith negotiation of contract terms often provides an opportunity for the parties to balance risk and reduce the cost of providing services. Xerox has every confidence that in this case we will be able to reach agreement on all terms and conditions to our mutual satisfaction. However, Xerox cannot agree to blanket acceptance of contract terms before formal selection or award. We are confident that through good faith discussion and understanding of how the concerns of both parties can be addressed, we will be able to mutually resolve any issues, while satisfying the needs and protections sought by the City of Pembroke Pines.

Software License Agreement

FIREHOUSE Software
A Xerox Solution
Xerox Government Systems, LLC.
2900 100th St., Suite 309
Urbandale, Iowa 50322

Customer:
ACS Account Number:
FH Serial Number:

FIREHOUSE Software Products:	Number of Concurrent Users:

Carefully read the following terms and conditions before opening the package. Only an Authorized Representative of the purchaser should open the package. Opening this package indicates acceptance of these terms and conditions specified in the License Agreement. Xerox Government Systems, Inc. ("Xerox") and the party who opens this package ("you") hereby agree as follows:

1. **Licensed Software**: "Licensed Software" means the software component and modules ordered and paid for by you, as listed in Xerox's client database of licensed products, and as evidenced by your customer receipt. Licensed Software includes all documentation relating to our software. It also includes any upgrades, modifications, and customizations (collectively, "Improvements") to our software, should such Improvements be delivered to you at a later time.
2. **End Users**: "End User(s)" means (i) your employees with a need to access the Licensed Software; and (ii) third party consultants engaged by you who have a need to access the Licensed Software, and who are fulfilling legitimate business functions for you on your behalf.
3. **Materials**: This package contains program CDs or downloadable software and applicable manual(s) relating to the Licensed Software.
4. **License Grant**: Xerox hereby grants a revocable, non-exclusive, non-transferable license to use the Licensed Software on a single microcomputer, in the United States of America. The number of End Users authorized to access the Licensed Software concurrently is reflected on your invoice and in this License Agreement. You may increase the maximum number of concurrent End Users by procuring additional licenses from Xerox based upon the then-current license fee schedule. You may not make use of any object code for any component(s) or modules(s) for which you have not expressly obtained a license for use under this Agreement. Any rights not expressly granted in this Agreement are expressly reserved. You agree not to (a) rent, lease, sublicense, assign or otherwise transfer the Licensed Software, including any of the materials or your rights hereunder, (b) remove or obscure our proprietary notices, (c) translate, alter, decompile or disassemble any of the materials, (d) copy any of the materials without our prior written consent, (e) use the software for other agencies. You shall have no right to access, copy or otherwise use the source code for software licensed under this license. You are prohibited from causing or permitting the reverse engineering, disassembly or decompilation of the software licensed under this license. You are prohibited from modifying, improving or otherwise enhancing the software licensed under this license.
5. **Terms**: This license is effective until terminated. You may terminate it at any time by destroying the materials and all copies of any material made from the original materials and notify Xerox immediately. This license

terminates automatically upon breach of any of the conditions of this license. Upon termination you agree to destroy all copies of the materials. Use of the materials without a valid license of the materials is unauthorized and may subject you to monetary penalties.

6. **Confidentiality**: You receive the right to use the Licensed Software and materials as specified herein, but you do not become the owner of the Licensed Software and materials. The Licensed Software and materials are exclusive property of Xerox and are protected by trade secret, copyright, and trademark law. You acknowledge that the materials are Xerox property and contain valuable, confidential, unpublished information developed by Xerox at a great expense. You agree to protect the materials from unauthorized reproduction, distribution, disclosure, or use of publication. You may not transfer any materials or software to anyone or entity without the written consent of Xerox authorized personnel.
7. **U.S. Government Restricted Rights**: The Licensed Software and documentation related thereto were developed at private expense and are provided with "RESTRICTED RIGHTS". Use, duplication, or disclosure by the Government is subject to restrictions as set forth in FAR 52.227-14 and DFAR 252.227-7013 et seq. or its successor.
8. **Export Laws**: You may not export the Licensed Software and agree to comply with all laws, regulations, orders or other restrictions of the U.S. Export Administration Regulations.
9. **Warranty**: We warrant the enclosed media and printed materials to be free from material defect in normal use for 90 days from the date of receipt of materials. We do not warrant the error free operation of the Licensed Software contained on the media or that such Licensed Software will meet your requirements. The Licensed Software is licensed "as is". We will however attempt to correct or bypass any actual reproducible and significant error in the software, provided you notify us and describe it in writing within 90 days from the date of receipt of the materials, and we will, within a reasonable time, at our option provide either a corrected copy or work around instructions. This does not cover altered software or require us to customize our software to meet your hardware or operating system requirements. Section 11 specifies your exclusive remedy for any breach by us of this section. No dealer, company, or person is authorized to expand, alter this section or any other provision of this agreement. Any such agreement will not bind Xerox. XEROX MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO THE ENCLOSED SOFTWARE LICENSED UNDER THIS LICENSE, IN WHOLE OR IN PART. XEROX EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. XEROX EXPRESSLY DOES NOT WARRANT THAT THE LICENSED SOFTWARE, IN WHOLE OR IN PART, WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE OTHER THAN THE EQUIPMENT. LICENSEE WAIVES ANY CLAIM THAT THE LIMITED WARRANTY SET FORTH IN THIS SECTION OR THE REMEDY FOR BREACH OF SUCH LIMITED WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.
10. **Limitation of Liability**: XEROX'S LIABILITY IN CONNECTION WITH THE LICENSED SOFTWARE UNDER THIS LICENSE, OR ANY OTHER MATTER RELATING TO THIS LICENSE WILL NOT EXCEED THE FEE THAT YOU ACTUALLY PAID TO ACS FOR THE SOFTWARE GIVING RISE TO THE LIABILITY. REGARDLESS WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL XEROX BE LIABLE TO YOU FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, INDEMNIFICATION, OR OTHERWISE, AND WHETHER OR NOT ACS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. YOU ACKNOWLEDGE THAT XEROX HAS SET ITS FEES AND ENTERED INTO THIS LICENSE IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS LICENSE, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.
11. **Remedy**: In the event that Xerox breaches this agreement, your sole remedy is to notify us of such breach within the applicable warranty period and we will at our sole option, either cure the breach or refund the license fee paid to us for the materials. In no event will Xerox be responsible for any damage beyond the amount of the license fee or for any indirect, special, incidental, consequential or similar damages or profits to you or any other person, or entity, regardless of the legal basis, even if Xerox has been advised of the possibility of such damages, except to the extent applicable state law specifically prohibits such exclusion.
12. **General** (System Only): This license shall be governed by laws of the State of Iowa. All prior correspondence oral or written including without limitation, all understandings with respect to the Licensed Software or materials relative thereto are hereby superseded. This license constitutes your and our entire agreement and

understanding regarding the Licensed Software and materials relative thereto. **General** (Evaluation Only): This evaluation program is provided free of charge to the registered requestor of the evaluation software and is to be used solely as an evaluation copy.

13. **Software Maintenance Agreement**: 90 days free phone support is provided with purchase of FIREHOUSE Software. A separate software maintenance contract is available for an additional charge. This software maintenance contract is not mandatory but highly recommended. The annual maintenance contract includes phone support and program updates. The cost of the software maintenance contract is based on the type and number of modules installed. In the event that the 90 day free support period has expired and no software maintenance contract has been established, a "per call" fee will be billed to you for telephone or other technical support.

Vendor:	**Customer:**
Xerox Government Systems, LLC.	City of

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FIREHOUSE Software®
A Xerox Solution

Support Maintenance Contract Agreement

THIS AGREEMENT (hereinafter "Agreement") is made, and entered into this day // by and between Xerox Government Systems, LLC. (herein referred to as "Xerox" or "Vendor") located at 2900 100th Street (Suite 309), Urbandale, Iowa, and Account Name (hereinafter "Customer") located at Account Address Account City, Account State, Zip

WHEREAS, Vendor and Customer have entered into a certain license agreement (the "License Agreement") pursuant to which Vendor agrees to license to Customer a software system known as FIREHOUSE Software (the "System") as specified in the License Agreement; and

WHEREAS, Vendor desires to maintain, and Customer desires to obtain the maintenance of, the System on the terms and conditions hereinafter provided.

NOW, THEREFORE, Vendor and Customer agree as follows:

1. **Maintenance Services**: The maintenance services to be hereunder (the "Maintenance Services") shall consist of: (a) technical or operation assistance provided by Vendor to Customer relating to the System (FIREHOUSE) or enhancements thereto and (b) distribution by Vendor to Customer at no charge of enhancements to the System which may be developed from time to time by Vendor.
2. **Maintenance Fees**: During the term commencing on the Acceptance Date, as defined in the License Agreement, and continuing as long as all software maintenance agreement fees are current, Vendor shall provide the Maintenance Services to Customer for a fee payable annually on each Anniversary Date in advance. At least thirty (30) days prior to each Anniversary Date Vendor shall notify Customer of the yearly maintenance fee to be charged by Vendor for the next succeeding year, whereupon, unless Customer notifies Vendor in writing that this Agreement shall terminate on the Anniversary Date, this Agreement shall be extended and renewed for an additional period of one year at the fee so specified by Vendor.
3. **Additional Services**: At the request of Customer, and with the consent of Vendor, Vendor may also provide technical, operational or other assistance or consulting to Customer in excess of the amount included as the Maintenance Services at Vendor's standard hourly rates then in effect.
4. **Conditions**: The termination of the License Agreement, or of the license granted therein, shall automatically result in the termination of this Agreement. VENDOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OF ANY KIND WHATSOEVER, AND ALL SUCH WARRANTIES ARE HEREBY EXCLUDED BY VENDOR AND WAIVED BY CUSTOMER. VENDOR SHALL HAVE NO LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR CONSEQUENTIAL, EXEM-PLARY, INCIDENTAL OR PUNITIVE DAMAGES EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT VENDOR'S MAXIMUM LIABILITY TO CUSTOMER HEREUNDER SHALL BE LIMITED TO THE AMOUNTS ACTUALLY PAID BY CUSTOMER TO VENDOR HEREUNDER DURING THE IMMEDIATELY PRECEDING TWELVE MONTHS.
5. **Confidentiality**: Vendor acknowledges that in the course of providing the Maintenance Services or other services provided hereunder, Vendor, or its employees or consultants, may be supplied with or come into possession of information which is proprietary to Customer including information as to customers, methods of doing business or operations. Vendor hereby agrees that it will keep all such information confidential, and will disclose such information to no other person. In addition, Vendor agrees to take such action as may be necessary or appropriate by way of agreement with, and instruction to, its employees so as to maintain the confidentiality of such information of Customer.

Vendor: **Customer:**

Xerox Government Systems, LLC.

Account Name

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/25/2016

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 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
MARSH USA, INC.
1166 AVENUE OF THE AMERICAS
NEW YORK, NY 10036
Attn: ACS.CertRequest@marsh.com

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ACE American Insurance Company	22667
INSURER B : N/A	N/A
INSURER C : Indemnity Ins Co Of North America	43575
INSURER D : ACE Fire Underwriters Ins. Co.	20702
INSURER E :	
INSURER F :	

INSURED
Xerox Business Services, LLC
2828 N Haskell Avenue
Dallas, TX 75204

COVERAGES **CERTIFICATE NUMBER:** NYC-008443224-01 **REVISION NUMBER:** 1

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**			HDO G27403359	01/01/2016	01/01/2017	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 2,000,000
							MED EXP (Any one person)	$ N/A
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 10,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ INCLUDED
	OTHER:							$
A	**AUTOMOBILE LIABILITY**			ISA H08866892	01/01/2016	01/01/2017	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**			WLR C48597208 (AOS)	01/01/2016	01/01/2017	X PER STATUTE OTH-ER	
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N N	N / A		WLR C48597166 (AZ, CA and MA)	01/01/2016	01/01/2017	E.L. EACH ACCIDENT	$ 1,000,000
D	**(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below			SCF C48597245 (WI)	01/01/2016	01/01/2017	E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

RE :Records Management System for Fire Department, RFP #PUR0216-145.

Additional Named Insured: Xerox Government Systems LLC—FIREHOUSE Software®

City of Cedar Rapids is additional insured under the above general liability and auto liability but only with respect to liability arising from negligent acts or omissions of Xerox Business Services, LLC and to the extent required by written contract. This insurance is primary and non-contributory to other insurance available to the additional insured limited to liability arising out of the operations of the named insured and where required by written contract.

CERTIFICATE HOLDER

City of Cedar Rapids
101 First Street SE
Cedar Rapids, IA 52401

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 of Marsh USA Inc.

Daniel Rivera

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NOTIFICATION TO OTHERS OF CANCELLATION

Named Insured Xerox Business Services, LLC			Endorsement Number 3
Policy Symbol ISA	Policy Number H08866892	Policy Period 01/01/2016 TO 01/01/2017	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

BUSINESS AUTO COVERAGE FORM

A. If we cancel any applicable Form, Coverage Part or Policy shown above by notice to you or the first Named insured for any reason other than nonpayment of premium, we will endeavor to send written notice of cancellation via e-mail or other form of notice to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). We will utilize the e-mail address that you or your representative provided to us on such Schedule.

B. We will endeavor to send or deliver such notice:
   1. To the e-mail or physical address corresponding to each person or organization indicated in the Schedule; and
   2. At least 30 days prior to the cancellation date applicable to the policy, or any longer number of days notice prior to the applicable cancellation date that is indicated in the Schedule.

C. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any policy cancellation date and will not negate any cancellation of the policy.

D. We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement.

E. We may arrange with your representative to send such notice in the event of any such cancellation.

All other terms and conditions of this policy remain unchanged.

_____
Authorized Agent

Copyright 2011

CONDUENT

Software License Agreement

FIREHOUSE Software
A Conduent Solution
Conduent Government Systems, LLC.
2900 100th St., Suite 309
Urbandale, Iowa 50322

Customer: City of Pembroke Pines
Account Number: 336538
FH Serial Number:

FIREHOUSE Software Products:	Number of Concurrent Users:
Web Bundled System	18 Concurrent Users
Modules Include: NFIRS, EMS, Inventory	
Staff Training, Hydrants, Cad Monitor	
& Staff Scheduling	
Analytics	1 User

Carefully read the following terms and conditions before opening the package. Only an Authorized Representative of the purchaser should open the package. Opening this package indicates acceptance of these terms and conditions specified in the License Agreement. Conduent Government Systems, Inc. ("Conduent") and the party who opens this package ("you") hereby agree as follows:

1. **Licensed Software**: "Licensed Software" means the software component and modules ordered and paid for by you, as listed in Conduent's client database of licensed products, and as evidenced by your customer receipt. Licensed Software includes all documentation relating to our software. It also includes any upgrades, modifications, and customizations (collectively, "Improvements") to our software, should such Improvements be delivered to you at a later time.
2. **End Users**: "End User(s)" means (i) your employees with a need to access the Licensed Software; and (ii) third party consultants engaged by you who have a need to access the Licensed Software, and who are fulfilling legitimate business functions for you on your behalf.
3. **Materials**: This package contains program CDs or downloadable software and applicable manual(s) relating to the Licensed Software.
4. **License Grant**: Conduent hereby grants a revocable, non-exclusive, non-transferable license to use the Licensed Software on a single microcomputer, in the United States of America. The number of End Users authorized to access the Licensed Software concurrently is reflected on your invoice and in this License Agreement. You may increase the maximum number of concurrent End Users by procuring additional licenses from Conduent based upon the then-current license fee schedule. You may not make use of any object code for any component(s) or modules(s) for which you have not expressly obtained a license for use under this Agreement. Any rights not expressly granted in this Agreement are expressly reserved. You agree not to (a) rent, lease, sublicense, assign or otherwise transfer the Licensed Software, including any of the materials or your rights hereunder, (b) remove or obscure our proprietary notices, (c) translate, alter, decompile or disassemble any of the materials, (d) copy any of the materials without our prior written consent, (e) use the software for other agencies. You shall have no right to access, copy or otherwise use the source code for software licensed under this license. You are prohibited from causing or permitting the reverse engineering, disassembly or decompilation of the software licensed under this license. You are prohibited from modifying, improving or otherwise enhancing the software licensed under this license.
5. **Terms**: This license is effective until terminated. You may terminate it at any time by destroying the materials and all copies of any material made from the original materials and notify Conduent immediately. This license terminates automatically upon breach of any of the conditions of this license. Upon termination you agree to destroy all copies of the materials. Use of the materials without a valid license of the materials is unauthorized and may subject you to monetary penalties.
6. **Confidentiality**: You receive the right to use the Licensed Software and materials as specified herein, but you do not become the owner of the Licensed Software and materials. The Licensed Software and materials are exclusive property of Conduent and are protected by trade secret, copyright, and trademark law. You acknowledge that the materials are Conduent property and contain valuable, confidential, unpublished information developed by Conduent at a great expense. You agree to protect the materials from unauthorized reproduction, distribution, disclosure, or use of publication. You may not transfer any materials or software to anyone or entity without the written consent of Conduent authorized personnel. This section shall not apply to any information that is subject to disclosure under Florida Public Records law in accordance with Chapter 119, Florida Statutes.

EXHIBIT
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7. **U.S. Government Restricted Rights**: The Licensed Software and documentation related thereto were developed at private expense and are provided with "RESTRICTED RIGHTS". Use, duplication, or disclosure by the Government is subject to restrictions as set forth in FAR 52.227-14 and DFAR 252.227-7013 et seq. or its successor.
8. **Export Laws**: You may not export the Licensed Software and agree to comply with all laws, regulations, orders or other restrictions of the U.S. Export Administration Regulations.
9. **Warranty**: We warrant the enclosed media and printed materials to be free from material defect in normal use for 90 days from the date of receipt of materials. We do not warrant the error free operation of the Licensed Software contained on the media or that such Licensed Software will meet your requirements. The Licensed Software is licensed "as is". We will however attempt to correct or bypass any actual reproducible and significant error in the software, provided you notify us and describe it in writing within 90 days from the date of receipt of the materials, and we will, within a reasonable time, at our option provide either a corrected copy or work around instructions. This does not cover altered software or require us to customize our software to meet your hardware or operating system requirements. Section 11 specifies your exclusive remedy for any breach by us of this section. No dealer, company, or person is authorized to expand, alter this section or any other provision of this agreement. Any such agreement will not bind Conduent. XEROX MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO THE ENCLOSED SOFTWARE LICENSED UNDER THIS LICENSE, IN WHOLE OR IN PART. XEROX EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. XEROX EXPRESSLY DOES NOT WARRANT THAT THE LICENSED SOFTWARE, IN WHOLE OR IN PART, WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE OTHER THAN THE EQUIPMENT. LICENSEE WAIVES ANY CLAIM THAT THE LIMITED WARRANTY SET FORTH IN THIS SECTION OR THE REMEDY FOR BREACH OF SUCH LIMITED WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.
10. **Limitation of Liability**: XEROX'S LIABILITY IN CONNECTION WITH THE LICENSED SOFTWARE UNDER THIS LICENSE, OR ANY OTHER MATTER RELATING TO THIS LICENSE WILL NOT EXCEED THE FEE THAT YOU ACTUALLY PAID TO ACS FOR THE SOFTWARE GIVING RISE TO THE LIABILITY. REGARDLESS WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL XEROX BE LIABLE TO YOU FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, INDEMNIFICATION, OR OTHERWISE, AND WHETHER OR NOT ACS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. YOU ACKNOWLEDGE THAT XEROX HAS SET ITS FEES AND ENTERED INTO THIS LICENSE IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS LICENSE, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.
11. **Remedy**: In the event that Xerox breaches this agreement, your sole remedy is to notify us of such breach within the applicable warranty period and we will at our sole option, either cure the breach or refund the license fee paid to us for the materials. In no event will Xerox be responsible for any damage beyond the amount of the license fee or for any indirect, special, incidental, consequential or similar damages or profits to you or any other person, or entity, regardless of the legal basis, even if Xerox has been advised of the possibility of such damages, except to the extent applicable state law specifically prohibits such exclusion.
12. **General** (System Only): This license shall be governed by laws of the State of Florida. All prior correspondence oral or written including without limitation, all understandings with respect to the Licensed Software or materials relative thereto are hereby superseded. This license constitutes your and our entire agreement and understanding regarding the Licensed Software and materials relative thereto. **General** (Evaluation Only): This evaluation program is provided free of charge to the registered requestor of the evaluation software and is to be used solely as an evaluation copy.
13. **Software Maintenance Agreement**: 90 days free phone support is provided with purchase of FIREHOUSE Software. A separate software maintenance contract is available for an additional charge. This software maintenance contract is not mandatory but highly recommended. The annual maintenance contract includes phone support and program updates. The cost of the software maintenance contract is based on the type and number of modules installed. In the event that the 90 day free support period has expired and no software maintenance contract has been established, a "per call" fee will be billed to you for telephone or other technical support.

Vendor:

Conduent Government Systems, LLC.
LOUIS SCHIAVONE JR. VP

Customer:

Charles F. Dodge
City of Pembroke Pines

APPROVED AS TO LEGAL FORM
OFFICE OF THE CITY ATTORNEY
DATED: 7/20/17

(00186872.2 1956-7601851)

CONDUENT

Support Maintenance Contract Agreement

THIS AGREEMENT (hereinafter "Agreement") is made, and entered into this day of the ____, day of _____, 2017 by and between Conduent Government Systems, LLC (herein referred to as "Conduent" or "Vendor") located at 2900 100th Street (Suite 309), Urbandale, Iowa, and the City of Pembroke Pines (hereinafter "Customer") located at 601 City Center Way, Pembroke Pines, Florida 33025.

WHEREAS, Vendor and Customer have entered into a certain license agreement (the "License Agreement") pursuant to which Vendor agrees to license to Customer a software system known as FIREHOUSE Software (the "System") as specified in the License Agreement; and

WHEREAS, Vendor desires to maintain, and Customer desires to obtain the maintenance of, the System on the terms and conditions hereinafter provided.

NOW, THEREFORE, Vendor and Customer agree as follows:

1. **Maintenance Services**: The maintenance services to be hereunder (the "Maintenance Services") shall consist of: (a) technical or operation assistance provided by Vendor to Customer relating to the System (FIREHOUSE) or enhancements thereto and (b) distribution by Vendor to Customer at no charge of enhancements to the System which may be developed from time to time by Vendor.
2. **Maintenance Fees**: During the term commencing on the Acceptance Date, as defined in the License Agreement, and continuing as long as all software maintenance agreement fees are current, Vendor shall provide the Maintenance Services to Customer for a fee payable annually on each Anniversary Date in advance. At least thirty (30) days prior to each Anniversary Date Vendor shall notify Customer of the yearly maintenance fee to be charged by Vendor for the next succeeding year, whereupon, unless Customer notifies Vendor in writing that this Agreement shall terminate on the Anniversary Date, this Agreement shall be extended and renewed for an additional period of one year at the fee so specified by Vendor.
3. **Additional Services**: At the request of Customer, and with the consent of Vendor, Vendor may also provide technical, operational or other assistance or consulting to Customer in excess of the amount included as the Maintenance Services at Vendor's standard hourly rates then in effect.
4. **Conditions**: The termination of the License Agreement, or of the license granted therein, shall automatically result in the termination of this Agreement. VENDOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OF ANY KIND WHATSOEVER, AND ALL SUCH WARRANTIES ARE HEREBY EXCLUDED BY VENDOR AND WAIVED BY CUSTOMER. VENDOR SHALL HAVE NO LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR CONSEQUENTIAL, EXEM-PLARY, INCIDENTAL OR PUNITIVE DAMAGES EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT VENDOR'S MAXIMUM LIABILITY TO CUSTOMER HEREUNDER SHALL BE LIMITED TO THE AMOUNTS ACTUALLY PAID BY CUSTOMER TO VENDOR HEREUNDER DURING THE IMMEDIATELY PRECEDING TWELVE MONTHS.
5. **Confidentiality**: Vendor acknowledges that in the course of providing the Maintenance Services or other services provided hereunder, Vendor, or its employees or consultants, may be supplied with or come into possession of information which is proprietary to Customer including information as to customers, methods of doing business or operations. Vendor hereby agrees that it will keep all such information confidential, and will disclose such information to no other person. In addition, Vendor agrees to take such action as may be necessary or appropriate by way of agreement with, and instruction to, its employees so as to maintain the confidentiality of such information of Customer. This section shall not apply to any information that is subject to disclosure under Florida Public Records law in accordance with Chapter 119, Florida Statutes.

Vendor:

VP

Conduent Government Systems, LLC

LOUIS SCHIAVONE JR.

Customer:

Charles F. Dodd

City of Pembroke Pines

APPROVED AS TO LEGAL FORM

OFFICE OF THE CITY ATTORNEY

DATED: 7/20/17

{00186882.2 1956-7601851}

EXHIBIT

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D

Xerox Government Systems, LLC
2900 100th St Suite 309
Urbandale, Iowa 50322
Phone: 888-866-9119
Fax: (515) 493-4374
E-Mail: bradley@firehousesoftware.com

FIREHOUSE Software®
A Xerox Solution

Estimate 73239

CUSTOMER NO. 336538

BILL TO:
Pembroke Pines Fire Rescue (FL) VSL
9500 Pines Blvd Building B
Pembroke Pines, FL 33025

SHIP TO:
Pembroke Pines Fire Rescue (FL) VSL
John Picarello
9500 Pines BlvdBuilding B
Pembroke Pines, FL 33025
Phone: 954-680-5146 Fax: 954-435-6581

REP	P.O. NUMBER	TERMS	QUOTE DATE	EXPIRATION DATE	SHIP VIA
Bradley Reineke			2/7/2017	3/7/2017	

Part Number	Description	Qty	Each	Amount
330001	FH Web - Bundled System	1	$10,800.00	$10,800.00
330002	FH Web Additional Licenses	17	$1,615.00	$27,455.00
342003	FH Web Generic CAD Interface - (Requires files and/or components from CAD vendors. Additional costs may apply. Please contact your CAD vendor for more information)	1	$2,225.00	$2,225.00
342001	FH Web Generic CAD Interface additional user	17	$560.00	$9,520.00
350019	FH Analytics - 1 User	1	$2,500.00	$2,500.00
SubTotal				**$52,500.00**
330011	FH Web Staff Scheduling Module	1	$3,195.00	$3,195.00
330012	FH Web Staff Scheduling Module Additional User	17	$515.00	$8,755.00
SubTotal	Scheduling			**$11,950.00**
376005	FH Platinum Support	1	$4,800.00	$4,800.00
373005	FH Web - Complete System Support	1	$1,850.00	$1,850.00
373001	FH Web Additional User Support	17	$270.00	$4,590.00
373003	Web CAD Monitor Support	1	$475.00	$475.00
373002	Web CAD Monitor Additional User Support	17	$125.00	$2,125.00
375011	FH Analytics Support - 1 User	1	$500.00	$500.00
SubTotal	Software Support			**$14,340.00**
373006	FH Web Scheduling Module Support	1	$520.00	$520.00
373007	FH Web Additional Scheduling User Support	17	$90.00	$1,530.00
SubTotal				**$2,050.00**

EXHIBIT
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2/7/2017 11:51:52 AM

Xerox Government Systems, LLC
2900 100th St Suite 309
Urbandale, Iowa 50322
Phone: 888-866-9119
Fax: (515) 493-4374
E-Mail: bradley@firehousesoftware.com

FIREHOUSE Software®
A Xerox Solution

Estimate 73241

CUSTOMER NO. 336538

ANNUAL SUPPORT

BILL TO:

Pembroke Pines Fire Rescue (FL) VSL
9500 Pines Blvd Building B
Pembroke Pines, FL 33025

SHIP TO:

Pembroke Pines Fire Rescue (FL) VSL
John Picarello
9500 Pines BlvdBuilding B
Pembroke Pines, FL 33025
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373006	FH Web Schedule Module Support	1	$520.00	$520.00
373507	FH Web Schedule Module Additional User Support	17	$90.00	$1,530.00
SubTotal				**$16,390.00**

Sales Tax (0%) :	$0.00
Quotation Total:	$16,390.00

Quotation Acceptance:

Signature : Charles F. Dodge

Print Name:

E-Mail ... | Print ... | Modify Hardcopy

APPROVED AS TO LEGAL FORM
OFFICE OF THE CITY ATTORNEY
DATED: 1/20/17

EXHIBIT
"F"

2/7/2017 11:57:49 AM

Xerox Government Systems, LLC
2900 100th St Suite 309
Urbandale, Iowa 50322
Phone: 888-866-9119
Fax: (515) 493-4374
E-Mail: bradley@firehousesoftware.com

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Estimate 73239

CUSTOMER NO. 336538

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2/7/2017 11:51:52 AM

Xerox Government Systems, LLC
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Urbandale, Iowa 50322
Phone: 888-866-9119
Fax: (515) 493-4374
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FIREHOUSE Software
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CUSTOMER NO. 336538

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Quotation Acceptance:

Signature : Charles F. Dodge

Print Name:

E-Mail ... | Print ... | Modify Hardcopy

APPROVED AS TO LEGAL FORM
OFFICE OF THE CITY ATTORNEY
DATED: 7/2017

EXHIBIT
"F"

2/7/2017 11:57:49 AM