



# CITY COUNCIL REGULAR SESSION MEETING

Monday, March 17, 2025 at 7:00 PM  
Council Chambers and YouTube Livestream

Website: [www.forestparkga.gov](http://www.forestparkga.gov)  
YouTube: <https://bit.ly/3c28p0A>  
Phone Number: (404) 366.4720

**FOREST PARK CITY HALL**  
745 Forest Parkway  
Forest Park, GA 30297

The Honorable Mayor Angelyne Butler, MPA

The Honorable Kimberly James  
The Honorable Hector Gutierrez

The Honorable Latresa Akins-Wells  
The Honorable Allan Mears

Ricky L. Clark Jr, City Manager  
Randi Rainey, City Clerk  
Danielle Matricardi, City Attorney

## AGENDA

### VIRTUAL MEETING NOTICE

To watch the meeting via YouTube - <https://bit.ly/3c28p0A>

The Council Meetings will be livestreamed and available on the City's

YouTube page - "*City of Forest Park GA*"

**CALL TO ORDER/WELCOME:**

**INVOCATION/PLEDGE:**

**ROLL CALL - CITY CLERK:**

**ADOPTION OF THE CONSENT AGENDA WITH ANY ADDITIONS / DELETIONS:**

**ADOPTION OF THE AGENDA WITH ANY ADDITIONS / DELETIONS:**

**APPROVAL OF MINUTES:**

1. Council Approval of Council Work Session and Regular Meeting Minutes from March 3, 2025- City Clerk

**PUBLIC COMMENTS: (All Speakers will have 3 Minutes)**

**CITY MANAGER'S REPORT:**

**PRESENTATIONS:**

**2. Financial Reporting of the FY2024-2025 Monthly Financial Report****Background/History:**

The Finance Department is presenting FY2024-2025 Monthly Financial review of the City's financials. The purpose of the monthly financial review is to help us know how healthy the City's cash flow is and help evaluate department performance to see if the executive office needs to reallocate resources to achieve the financial goals for the City.

**PUBLIC HEARINGS:****CONSENT AGENDA:**

- 3. Council Approval to purchase 6 Self-Contained Breathing Apparatus (SCBA) units - Procurement/Fire & EMS Department**
- 4. Council Approval to Purchase a Record Management Software System - Procurement/Fire & EMS Department**
- 5. Council Approval of a Fee Proposal to provide ROM (Rough Order of Magnitude) cost estimate for Starr Park-Executive Offices**

**NEW BUSINESS:**

- 6. Council Approval to Launch 1-800-BOARDUP- Fire & EMS Department**
- 7. Council Approval for the Sale of Firearms from the Police Department's Evidence Room- Police Department**
- 8. Council Approval on the Re-Appointment (s) of the Urban Design Review Board Members- Planning and Community Development Department**
- 9. Council Approval to approve a Clayton County Pocket/Skate Park on 851 Alpine Way and authorize city funding for the continuation of sidewalk improvements from the daycare center on the corner of Jonesboro Road and Alpine Way to the park property- Planning and Community Development Department**
- 10. Council Approval on a Partnership with Georgia Haitian American Chamber of Commerce and The Consul General of Haiti in Atlanta – Recreation and Leisure Services Department**

**CLOSING COMMENTS BY GOVERNING BODY:**

**EXECUTIVE SESSION:** (When an Executive Session is required, one will be called for the following issues: Personnel, Litigation or Real Estate)

**ADJOURNMENT:**

**In compliance with the Americans with Disabilities Act, those requiring accommodation for meetings should notify the City Clerk's Office at 404-366-4720 at least 24 hours before the meeting.**

**File Attachments for Item:**

**1. Council Approval of Council Work Session and Regular Meeting Minutes from March 3, 2025-** City Clerk



## CITY COUNCIL WORK SESSION

Monday, March 03, 2025 at 6:00 PM  
Council Chambers and YouTube Livestream

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Ricky L. Clark Jr, City Manager

Randi Rainey, City Clerk

Danielle Matricardi, City Attorney

### DRAFT MINUTES

**CALL TO ORDER/WELCOME:** Mayor Butler called the meeting to order at 6:00 p.m.

**ROLL CALL - CITY CLERK:** A quorum was established.

Attendee's Name	Title	Absent	Present
Angelyne Butler, MPA	Mayor, At-Large		X
Kimberly James	Council Member, Ward 1		X
Hector Gutierrez	Council Member, Ward 3		X
Latresa Akins-Wells	Council Member, Ward 4		X
Allan Mears	Council Member, Ward 5		X

Pauline Warrior, Chief of Staff; Joshua Cox, IT Director; Rodney Virgil, Level 2 Support Engineer; Javon Lloyd, PIO; John Wiggins, Finance Director; Jeremi Patterson, Deputy Finance; Shalonda Brown, HR Director; Nicole Dozier, PDC Director; Marsellas Williams, Economic Development Director; Dorthy Roper-Jackson, Municipal Court Director; Tarik Maxwell, Rec and Leisure Director; Alton Matthews, Public Works Director; Nigel Whatley, Public Works Deputy Director; Latosha Clemons, Fire Chief; David Halcome Deputy Fire Chief; Brandon Criss, Police Chief, Derry Walker, Code Compliance Director, and Danielle Matricardi, City Attorney.

### ADOPTION OF THE CONSENT AGENDA WITH ANY ADDITIONS / DELETIONS:

It was moved to amend the agenda to remove Item Number 2-Council Discussion and Approval of a one (1) year extension for On-Call Electrical Contractor Services and Item Number 3-Council Discussion and Approval to enter into a contract for the On-Call Real Estate Appraisals and Right of Way Acquisition Consultant Services from the consent agenda.

The motion was made by Councilmember James and seconded by Councilmember Gutierrez.



Voting Yea: Councilmember James, Councilmember Gutierrez, Councilmember Akins-Wells, Councilmember Mears

## **ADOPTION OF THE AGENDA WITH ANY ADDITIONS / DELETIONS:**

It was moved to approve the agenda.

The motion was made by Councilmember James and seconded by Councilmember Gutierrez.

Voting Yea: Councilmember James, Councilmember Gutierrez, Councilmember Akins-Wells, Councilmember Mears

## **CONSENT AGENDA:**

1. **Council Discussion and Approval of a Fee Proposal to provide ROM (Rough Order of Magnitude) cost estimate for Starr Park-Executive Offices- there was no discussion on this item.**

### **Background/History:**

Croft Architects has completed contract documents and technical specifications for the Starr Park Renovations. In a prior bid, the city received only one bid that exceeded the project budget. Staff determined that it would be in the City's best interest to revise the drawings and obtain the assistance of a cost-estimating firm to prepare a cost estimate for each of the buildings/structures and for the three separate sites of the project before rebidding.

2. **Council Discussion and Approval of a one (1) year extension for On-Call Electrical Contractor Services– Procurement/Public Works Departments-REMOVED FROM AGENDA**

### **Background/History:**

The Department of Public Works is requesting approval to extend the contractual agreements with the following three electrical contractor companies for an additional 1 year:

- Bell Electric Services LLC
- Brown Electrical Services, LLC
- MBEC Atlanta, Inc.

These contractors were originally selected following a request for qualifications conducted by the Department of Procurement and have been providing on-call electrical services as needed. They supplement Public Works by performing specific task orders and supporting the department's operations.

The City will continue to engage these contractors on an on-call basis, either through competitive bids for specific projects or by rotating assignments across various City sites, including for the City's boards. This 1-year extension will allow the City to maintain a consistent pool of qualified, reliable electrical contractors to ensure uninterrupted services.

Funding: Costs will be incurred by the user Department as needed.

3. **Council Discussion and Approval to enter into a contract for the On-Call Real Estate Appraisals and Right of Way Acquisition Consultant Services –Public Works/Procurement Departments-REMOVED FROM AGENDA**

### **Background/History:**

The Department of Public Works requests the City Council's approval of a contractual agreement with

Colliers Engineering and Design, Inc.

In March of 2022, the Procurement Department conducted a Request for Proposals (RFP) for consultant services to assist the City in acquiring property and easements for various projects, including those funded by the Federal and State governments. For federally and state-funded projects, compliance with

The Georgia Department of Transportation (GDOT) and the Federal Highway Administration (FHWA) Real Estate Division are required.

Colliers Engineering and Design, Inc. provides essential services to ensure the City complies with these regulations. This contract extension is necessary to continue the City's sidewalk projects and maintain uninterrupted services.

Funding: Cost is to be determined on a project-by-project basis

## NEW BUSINESS:

### 4. Council Discussion and Approval – ELEVATE Workforce Development Initiative– Executive Office

#### Background/History:

The Executive Office seeks approval to implement an initiative to empower displaced, unemployed, and underemployed individuals within the City by providing them with the necessary skills, resources, and comprehensive support systems to achieve sustainable employment, financial independence, and reintegration into society. The initiative, also known as ELEVATE, would foster dignity and economic stability through strategic community partnerships and holistic support systems.

**City Manager Mr. Clark Jr.**- introduced the Elevate program, a workforce development initiative to transition individuals from homelessness to stability through partnerships with organizations like the Atlanta Center for Self-Sufficiency, Calvary Refuge Center, and educational institutions. Mr. Clark Jr. noted that the program will initially support 20-25 participants by providing mental health assistance, financial literacy, job training, and employment opportunities, to equip residents with the skills needed for jobs in the community. Mr. Clark Jr. also noted that the Atlanta Center for Self-Sufficiency will oversee the program, offering their expertise at no cost to Forest Park. Mr. Clark Jr. invited Ms. Dana Inman, CEO of the Atlanta Center for Self-Sufficiency, to further elaborate on the program's implementation.

**Ms. Dana Inman, representative of the Atlanta Center for Self-Sufficiency**- expressed gratitude for the opportunity to address the governing body and thanked Mr. Clark and the mayor for their invitation. She explained that the Atlanta Center for Self-Sufficiency is a workforce development agency dedicated to assisting financially vulnerable individuals, including those who are unemployed, underemployed, unhoused, returning from incarceration, or living in subsidized housing. Ms. Inman noted that their mission is to help these individuals secure stable employment by providing career assessments, vocational training, soft skills development, and connections to job opportunities that offer livable wages. Ms. Inman conveyed enthusiasm for partnering with Calvary Refuge and other collaborators within the Elevate initiative to bring these essential services to the residents of Forest Park.

**Mr. Clark Jr.**- highlighted the partnership with Clayton County Public Schools, emphasizing the recognition of many parents within the district who are either staying in extended-stay facilities or are unhoused. The Elevate program aims to create a clear pathway for collaboration with the school district, addressing workforce needs and supporting families in crisis. Mr. Clark Jr. expressed that he hoped the program would also serve as a marketing tool for Calvary Refuge, a local organization currently utilizing only 50 of its 160-plus rooms, to expand its capacity and better serve the unhoused

population. Additionally, participants in the program will have access to vocational training at Clayton State University and Atlanta Technical College, offering exposure to higher education and life-changing opportunities for skill development and personal growth.

**Comments/Discussion from Governing Body:**

**Councilmember James-** expressed her excitement and inquired about the timeframe it would take to complete the program. Mr. Clark Jr. explained that the Elevate program will be highly individualized to address the unique needs of each participant. He noted that some individuals, particularly those recently falling into hard times, may progress through the program more quickly, while others with more complex challenges may require ongoing support and assistance. Mr. Clark Jr. noted that the program is designed to be flexible, ensuring all participants receive the tailored resources and guidance needed to achieve stability and success. This personalized approach aims to maximize the initiative's effectiveness for everyone involved.

**Councilmember Gutierrez-** expressed excitement and gratitude for the Elevate program, thanking the city manager and the team for their dedication. He emphasized the importance of community-driven initiatives, particularly for individuals who have fallen on hard times or face challenges such as reentry after incarceration. Councilmember Gutierrez highlighted that homelessness and housing insecurity are not isolated to the City of Forest Park but are regional issues affecting surrounding areas like Jonesboro, Riverdale, and beyond. Councilmember Gutierrez hoped the program would serve as a model for other municipalities and the county to adopt, fostering broader support and collaboration. Councilmember Gutierrez took pride in Forest Park's leadership in providing opportunities and second chances, underscoring the belief that many individuals need a chance to succeed.

**Councilmember Akins-Wells-** expressed deep gratitude to everyone present, particularly thanking Mr. Clark Jr. for spearheading the Elevate program and bringing it before the governing body. Councilmember Akins-Wells acknowledged the critical need for such an initiative in the community, emphasizing that governments and communities often overlook vulnerable populations. Councilmember Akins-Wells expressed gratitude for Forest Park's commitment to addressing these needs and ensuring that no one is forgotten, closing with heartfelt thanks to all involved for their efforts and dedication.

**Councilmember Mears-** thanked everyone for being present and sharing insights from their background in skilled trades. Councilmember Mears highlighted a critical workforce need, citing statistics that project a shortage of around 30,000 skilled trade workers by 2030. Councilmember Mears emphasized the importance of initiatives like Elevate, which can help refresh the skills of individuals with prior trade experience or introduce new participants to skilled trades. He appreciated the program's potential to address this gap and create valuable opportunities for retraining and new trade career pathways, underscoring its significance for the community's future. Mr. Clark Jr. elaborated on the three core goals of the Elevate program, aligning with Councilmember Mears' emphasis on skilled trades and workforce development. Mr. Clark Jr. noted that the first goal is to provide job readiness training and professional skills development, ensuring participants have the tools to succeed in the workforce. The second goal is building strong collaborations with local partners to facilitate meaningful job placements, leveraging community resources to create opportunities. The third goal aims to mitigate employment barriers by offering holistic support services, including transportation assistance through MARTA passes and ride-share programs like Uber and Lyft, as well as addressing housing instability and mental health challenges. Mr. Clark Jr. emphasized the importance of these components in helping individuals secure jobs, maintain stability, and thrive in their personal and professional lives.

**Councilmember Gutierrez-** expressed a strong interest in revisiting the conversation about addressing the limited availability of rooms at Calvary Refuge Center. He suggested mobilizing community volunteers to help with upgrades or repairs, emphasizing that many residents are eager to give back meaningfully. Councilmember Gutierrez also highlighted the potential for volunteer-driven projects, such as facility improvements, to significantly impact the center's capacity to serve the unhoused population. They encouraged the partners to identify specific needs so the community could unite to bring the facility up to par, demonstrating a commitment to collaborative problem-solving and community engagement.

**Mr. Boutin representing Calvary Refuge Center-** expressed gratitude for the opportunity to address the governing body and outlined several pressing needs for the facility. Mr. Boutin noted that these included deferred maintenance, such as roof repairs to address leaks and the need for a new commercial stove. He then emphasized the center's commitment to helping individuals transition from homelessness to stable living situations, providing them with the necessary tools and support. Mr. Boutin acknowledged the challenges faced by their population, including mental health issues and individuals who have fallen on hard times. Mr. Boutin noted that while outside fundraising and volunteer efforts are being explored to address facility improvements, he reaffirmed their dedication to moving forward with the Elevate initiative, stressing the importance of community support in helping their residents reintegrate into society.

**Councilmember Gutierrez-** requested a detailed wish list from Calvary Refuge Center, including specific facility needs and desired resources. He suggested that having this information in writing would help identify community partners and streamline efforts to address the center's requirements. By clearly outlining the needs, such as roof repairs, a commercial stove, or other resources, the community and potential partners could better align their support to make a meaningful impact. Councilmember Gutierrez emphasized the importance of collaboration and ensuring that the center has the tools necessary to continue its vital work in helping individuals transition from homelessness to stability.

5. **Council Discussion and Approval to enter into a contract with Aeras MEP for On-Call HVAC Equipment Repair, Installation, and Maintenance Services (Annual Contract)-**  
Procurement/Public Works Departments

**Background/History:**

Since 1997, the City has utilized the SWC vendor ABM for monthly maintenance services for the HVAC systems in City-owned facilities. Over the years, facilities have been added, and HVAC equipment has aged, causing frequent repairs. 22 pieces of equipment over 20 years old were replaced in 2022, and 2 locations were added - the Public Safety bldg. and the 696 Community Center. Public Works decided to expand the services to include repairs and new installations for HVAC units and allow for the addition and/or deletion of City-owned facilities.

On-Call HVAC Equipment Repair, Installation, and Maintenance Services (Annual Contract): Request for Bid No. 2024-RFB-004 for use by the Public Works-Facilities Department. It provides citywide equipment repairs, installations, and maintenance services for HVAC units in various city-owned buildings. Three (3) bids were received. Request award approval to the lowest, responsive, and responsible bidder: Aeras MEP, 217 Fulton Street, Peachtree City, GA 30269

Estimated Monthly Amount: \$10,322.00 General Operating – Various departments

**Mrs. Adams, Procurement Manager-** explained that a formal request for bids was issued to secure a new contract for maintenance and repair services. As previously noted by the mayor, the existing contract covered only monthly maintenance for existing units. Mrs. Adams noted that the department expanded the

scope of the new contract to include repairs as needed and the installation of new equipment when necessary, particularly as older equipment becomes obsolete. Mrs. Adams said that after evaluating three (3) bids and conducting reference checks, the lowest responsive and responsible bidder was identified as Areas MEP of Peachtree City. Mrs. Adams recommended moving forward with Areas MEP to fulfill the expanded service requirements.

**Comments/Discussion from Governing Body:**

**Councilmember Gutierrez-** inquired about the nature of the RFPs (Request for Proposals), asking whether they were newly issued or updated to previous ones. Mr. Clark Jr. clarified that ABM has been the city's long-standing vendor, but all bids now go through a centralized procurement system called OpenGov. Mr. Clark Jr. confirmed that the process is transparent and accessible through this platform. In response to Councilmember Gutierrez's inquiry, the city manager mentioned plans to host a symposium on March 21 to engage potential vendors and community partners interested in doing business with the city. This event aims to provide information and foster collaboration, ensuring the procurement process is inclusive and well-communicated. Mr. Clark Jr. reiterated that all bids and procurement activities are managed through OpenGov, maintaining accountability and accessibility.

**Councilmember Gutierrez-** requested that staff notify the governing body when RFPs (Requests for Proposals) are issued rather than requiring councilmembers to constantly monitor OpenGov. Mr. Clark Jr. acknowledged Councilmember Gutierrez's request and confirmed that an internal process has been developed to ensure councilmembers are notified when bids are issued.

**Councilmember Akins-Wells-** expressed support for the process of opening up opportunities for more vendors to do business with the city but raised concerns about the high costs associated with outsourcing certain services. Councilmember Akins-Wells suggested exploring the possibility of hiring qualified employees to handle tasks like electrical work, similar to how the city previously had in-house staff for such roles. Councilmember Wells emphasized that bringing these services in-house could save the city significantly over time, reducing reliance on external contracts. Mr. Clark Jr. agreed with Councilmember Akins-Wells' suggestion to bring services in-house where feasible. He noted that an employee is currently working toward obtaining certification to perform electrical work but is not yet qualified. Mr. Clark Jr. noted that for smaller tasks, such as HVAC maintenance, the city's Public Works department handles minimal issues, while the contracted company, ABM, primarily services the units to defer larger maintenance needs. Public Works Director Mr. Matthews noted that staff handles all building maintenance in-house and uses the on-call for the bigger issues. Mr. Clark Jr. acknowledged Councilmember Akins-Wells' suggestion to bring in-house additional services, such as pest control, noting that these tasks often require only simple certifications. He emphasized the city's preference for handling minor services internally, where feasible, and supporting employees in obtaining the necessary certifications. However, Mr. Clark Jr. also highlighted the importance of balancing liability concerns, ensuring that the city does not take undue risk. By investing in employee training and certification, the city aims to reduce reliance on external contractors for smaller tasks, ultimately saving costs and improving efficiency. He expressed gratitude for Councilmember Wells' input and reiterated his commitment to exploring in-house solutions where appropriate.

6. **Council Discussion and Approval to enter into a contract with Hatley Plans, LLC for Impact Fee Study-** Procurement/Planning & Development Department

**Background/History:**

The City would like to consider the option of implementing impact fees. The City has not conducted an Impact Fee study in over ten years. The study will categorize key changes such as updated fee levels.

expanded scope of the usage of funds, and improved transparency and administration for the following city departments: Parks, Recreation, and Open Space; Roads, Streets and Bridges; Planning & Development; Police, Fire EMS; and any other services which the consultant believes qualify for impact fee consideration.

Impact Fee Study: Request for Proposal No. 2024-RFP-008 for use by the Planning & Development Department. It provides a comprehensive Impact Fee study consistent with the Georgia Development

Impact Fee Act of 1990. Two (2) proposals were received. After evaluating technical and cost proposals, the Evaluation Committee recommends an award to the highest-scoring proposer: Hatley Plans, LLC, 3175 Madison Ave. NE., Brookhaven, GA 30319, for a total of \$96,500.00.

**Mrs. Adam, Procurement Manager-** explained that a formal Request for Proposal (RFP) was issued and extended by an additional week to allow more firms to participate. A market survey was also conducted to engage additional vendors, but it revealed limited availability of organizations with the required expertise. Mrs. Adams noted that only two (2) submissions were received when the proposal period closed. After evaluation, Hadley Plans achieved the highest score and was selected as the vendor for the project. Mrs. Adams explained that this process underscores the city's efforts to ensure transparency and competitiveness in procurement, even when the pool of qualified vendors is small.

**Mr. Clark Jr-** added that while the impact fees are being considered due to the community's development potential, the study associated with the project will not move forward immediately, even if approved. He noted that the study, which has the lowest bid of \$95,000, will be deferred until the new budget cycle begins in July of this year. Mr. Clark Jr. explained that this delay is for budgeting purposes, ensuring that the city allocates funds appropriately and aligns the project with its financial planning. Mr. Clark Jr. emphasized the importance of strategic timing to manage costs effectively while still addressing the community's needs.

7. **Council Discussion to approve Case # CUP-2025-01, Conditional Use Permit to combine the existing W.A. Fountain Elementary School and existing Unidos Language School to construct a new expanded elementary school located within the Single-Family Residential District (RS)-** Planning and Community Development Department

**Background/History:**

The applicant for 5215 West St. is requesting a Conditional Use Permit (CUP) to expand the existing W.A. Fountain Elementary School in response to projected community growth. The project will partially demolish and expand to accommodate a combined population of W.A. Fountain Elementary School and Unidos Language School. The land use and zoning will remain unchanged, and improvements will include a new driveway, better circulation, parking, landscaping, and a new stormwater system. Although the property has operated as a school for many years, a CUP is required due to the scope of the work. The project will not negatively impact public services and will enhance safety and circulation. It will also involve work within a floodplain and stream buffer, with necessary

erosion control and permits. Post-construction stormwater management will improve runoff and water quality. The design respects the site's history by preserving significant features and maintaining vegetative areas, with exterior features chosen to blend with the area's character.

**On Thursday, February 20, 2025, the City of Forest Park Planning Commission voted to approve the conditional use permit request.** If the Mayor and Council approve the proposed Conditional Use Permit Request, The applicant will be able to move forward with their partial demolition plans and begin the combination and construction of the new expanded elementary school within the **Single-Family Residential District (RS)**.

**Ms. Dozier, PCD Director-** highlighted that the project involves consolidating two schools into a new facility equipped with advanced technology and modern amenities to better serve students. She assured the governing body that staff is available to answer any questions regarding the project, emphasizing its potential to enhance educational opportunities and infrastructure for the community. Ms. Dozier stated that this recommendation reflects the planning commission's support for the initiative and alignment with the city's goals for improving educational facilities.

**Comments/Discussion from Governing Body:**

**Councilmember James-** expressed excitement about the project but raised concerns regarding a nearby property, possibly a church, where Ms. Ford had previously complained about kudzu overgrowth and stormwater-related issues. Councilmember James questioned whether the new project would address and potentially eliminate these problems, particularly through the planned cuts or drainage improvements. Councilmember James emphasized the importance of ensuring that the project benefits the school and resolves longstanding issues for the surrounding community. They sought clarification on whether the design plans include measures to mitigate kudzu overgrowth and improve stormwater management in the area. Mr. Clark Jr recalled that the kudzu overgrowth issue, which Ms. Ford frequently mentioned, had been partially addressed.

**Councilmember Gutierrez-** expressed excitement about the project but sought clarification on the future of the existing building, given that the school is relocating to Fountain and expanding there. He questioned what plans are in place for the current building once the transition is complete, emphasizing the need to ensure that the property is repurposed or maintained effectively. Ms. Dozier acknowledged that the plans for the current building were not specified in the proposal and offered to inquire further to provide Councilmember Gutierrez with more detailed information. Mr. Clark Jr. said he does not think a decision has been made. Councilmember James noted that the building will become an early learning center. Deputy Superintendent Dr. Simpson expressed that there are plans for an early learning center.

**EXECUTIVE SESSION:** (When an Executive Session is required, one will be called for the following issues: Personnel, Litigation, or Real Estate). **There was no executive session.**

**ADJOURNMENT:** Mayor Butler adjourned the meeting at 6:33 p.m.

**In compliance with the Americans with Disabilities Act, those requiring meeting accommodations should notify the City Clerk's Office at 404-366-4720 at least 24 hours before the meeting.**









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The Honorable Allan Mears

Ricky L. Clark Jr, City Manager  
Randi Rainey, City Clerk  
Danielle Matricardi, City Attorney

### DRAFT MINUTES

**CALL TO ORDER/WELCOME:** Mayor Butler called the meeting to order at 7:01 pm.

**INVOCATION/PLEDGE:** Pastor Clinkscale led the invocation and pledge.

**ROLL CALL - CITY CLERK:** A quorum was established.

Attendee's Name	Title	Absent	Present
Angelyne Butler, MPA	Mayor, At-Large		X
Kimberly James	Council Member, Ward 1		X
Hector Gutierrez	Council Member, Ward 3		X
Latresa Akins-Wells	Council Member, Ward 4		X
Allan Mears	Council Member, Ward 5		X

Pauline Warrior, Chief of Staff; Joshua Cox, IT Director; Rodney Virgil, Level 2 Support Engineer; Javon Lloyd, PIO; Kwame Marshall, Multimedia Specialist; John Wiggins, Finance Director; Jeremi Patterson, Deputy Finance; Talisa Adams, Procurement; Shalonda Brown, HR Director; Nicole Dozier, PDC Director; Marsellas Williams, Economic Development Director; Dorthy Roper-Jackson, Municipal Court Director; Tarik Maxwell, Rec and Leisure Director; Alton Matthews, Public Works Director; Nigel Whatley, Public Works Deputy Director; Latosha Clemons, Fire Chief; David Halcome Deputy Fire Chief; Brandon Criss, Police Chief, Derry Walker, Code Compliance Director, and Danielle Matricardi, City Attorney.

**ADOPTION OF THE CONSENT AGENDA WITH ANY ADDITIONS / DELETIONS:**

City Manager Clark noted they need to have a Public Hearing for item #11.

It was motioned to remove items # 6 and #7 from the consent agenda.

Motion made by Councilmember James, Seconded by Councilmember Mears.

Voting Yea: Councilmember James, Councilmember Gutierrez, Councilmember Akins-Wells, Councilmember Mears

**ADOPTION OF THE AGENDA WITH ANY ADDITIONS / DELETIONS:**

It was motioned to approve the agenda with the added items of Dr. Simpson giving ESPLOST update and Ms. Angel, a 7th grader from Forest Park Middle School, reciting a poem in honor of Black History Month.

Motion made by Councilmember James, Seconded by Councilmember Gutierrez.

Voting Yea: Councilmember James, Councilmember Gutierrez, Councilmember Akins-Wells, Councilmember Mears

**APPROVAL OF MINUTES:****1. Council Approval of Council Work Session and Regular Meeting Minutes from February 17, 2025, and Special Called Meetings from February 20, 2025, at noon and 6 p.m. - City Clerk**

It was motioned to approve the Council meeting minutes from February 17, 2025, and Special Called meeting minutes from February 20, 2025, at noon/6 pm.

Motion made by Councilmember Mears, Seconded by Councilmember Gutierrez.

Voting Yea: Councilmember James, Councilmember Gutierrez, Councilmember Akins-Wells, Councilmember Mears

**PUBLIC COMMENTS: (All Speakers will have 3 Minutes)**

**There were two (2) Public Comment Speakers.**

**Ann Keith** wanted to remind everyone that this Saturday will be the Beautification Board's first cleanup of the year. She stated that they could sign up, and there would be lunch provided. The start time is 10 a.m.

**Samuel Ibanez** wanted to thank everyone for the things they are doing. He noted that the police officers have been doing great work and wanted to say thanks.

**CITY MANAGER'S REPORT:**

**Dr. Simmons** noted he brings greetings on behalf of the Superintendent and CEO, Dr. Anothy Smith of Clayton Schools. He wanted to thank them for supporting the Clayton School system in terms of the ESPLOST over the last 30 years. He noted that one penny does go a long way, and the new constructions and renovations are confirmation. He noted the Rosenwhald School is being renovated, and years ago that was the only black school that resided in Clayton, and it is now going to be a museum. He noted there are athletic fields throughout the county, transportation technology, and the communication center will be completed in August 2025 at Southlake Mall, which will be an 8000-seat arena. He asked people to continue to support it on the March 18 ballot.

**Ms. Angel** recited a poem describing the inequality people of color encountered in the past.

#### **CEREMONIAL:**

#### **2. Proclamation Recognizing Mr. Hicks for 25 Years of Service with the City of Forest Park-** Legislative Offices-Ward 4-Councilmember Akins-Wells

##### **Background/History:**

Councilmember Akins-Wells would like to honor and recognize Mr. Hicks for his unwavering hard work and dedication to the City of Forest Park.

**Councilmember Akins-Wells** noted she wanted to thank Mr. Hicks for his years of dedication and wanted to thank him for all he has done for the city. She said they are essential, and the city could not function without them. She gave him a proclamation and honored the men and women with a Certificate of Appreciation and thanked them for what they do. She stated Mr. Gerrod Finch grew up in the community and he gives back to the community. She stated he does the lawn for the seniors in Ward 4 for free.

**Mr. Hicks** noted on behalf of Public Works he loves working for the City of Forest Park, and he and his team do their back to keep the city together and looking good. He introduced his family and noted he was proud of them, and he thanked Councilmember Akins-Wells.

#### **3. Honoring and Recognizing Public Works Workers During the Snowstorm-** Councilwoman Akins-Wells

##### **Background/History:**

On January 9th and 10th, 2025, the City endured a severe snowstorm, during which our dedicated Public Works workers braved the harsh conditions to ensure the city remained functional. These tireless individuals worked around the clock to keep the streets clear, safe, and accessible for all residents. In recognition of their unwavering commitment and extraordinary efforts, Councilmember Akins-Wells is proud to honor and celebrate these Public Works employees for their hard work, resilience, and dedication to our community.

#### **4. Proclamation Honoring Taletha Patton, owner of Patton House of Performance Arts, LLC.-** Councilmember James

##### **Background/History:**

Councilwoman James would like to honor Taletha Patton, the owner of Patton House of Performance Arts, LLC, with a proclamation for her outstanding contributions to the arts and her impactful Black History stage production titled The Journey. This recognition celebrates Taletha's dedication to preserving and sharing Black history through the performing arts, as well as her commitment to enriching the community by fostering creativity and cultural awareness. The proclamation will highlight her achievements and the significance of The Journey in educating and inspiring audiences about the resilience, struggles, and triumphs of Black history. This honor underscores the importance of supporting local artists and cultural leaders like Taletha Patton, who use their talents to uplift and unite the community.

**Councilmember James** noted the next proclamation is for Taletha Patton who just did a Black history program called "The Journey". She stated that Forest Park High School band did the preshow and showed scenes from the play.

**Taletha Patton** stated she was grateful for the partnership with the city and thanked the Mayor and Councilmember James for believing in her. She thanked her stage manager, Ashley, for helping her stay on track. She stated she hoped others would come out and see the show because it is much needed since so little of their history is being taught.

It was motioned to remove items # 6 and #7 from the consent agenda and to have a Public Hearing for item #11.

#### CONSENT AGENDA:

**5. Council Approval of a Fee Proposal to provide ROM (Rough Order of Magnitude) cost estimate for Starr Park-Executive Offices**

**6. Council Approval of a one (1) year extension for On-Call Electrical Contractor Services-Procurement/Public Works- REMOVED FROM AGENDA**

**7. Council Approval to enter into a contract for the On-Call Real Estate Appraisals and Right of Way Acquisition Consultant Services - Procurement/Public Work- REMOVED FROM AGENDA**

#### NEW BUSINESS:

**8. Council Approval on the ELEVATE Workforce Development Initiative– Executive Office**

It was motioned to approve the ELEVATE Workforce Development Initiative.

Motion made by Councilmember James, Seconded by Councilmember Mears.

Voting Yea: Councilmember James, Councilmember Gutierrez, Councilmember Akins-Wells, Councilmember Mears

**9. Council Approval to enter into a contract with Aeras MEP for On-Call HVAC Equipment Repair, Installation, and Maintenance Services (Annual Contract)-Procurement/Public Works**

It was motioned to approve to enter into a contract with Aeras MEP for On-Call HVAC Equipment Repair, Installation, and Maintenance Services (Annual Contract).

Motion made by Councilmember James, Seconded by Councilmember Gutierrez.

Voting Yea: Councilmember James, Councilmember Gutierrez, Councilmember Akins-Wells, Councilmember Mears

**10. Council Approval to enter into a contract with Hatley Plans, LLC for Impact Fee Study- Procurement/Planning & Development Department**

It was motioned to approve to enter into a contract with Hatley Plans, LLC for Impact Fee Study.

Motion made by Councilmember James, Seconded by Councilmember Mears.

Voting Yea: Councilmember James, Councilmember Gutierrez, Councilmember Akins-Wells, Councilmember Mears

**11. Council Approval to Approve Case # CUP-2025-01, Conditional Use Permit to combine the existing W.A. Fountain Elementary School and existing Unidos Language School to construct a new expanded elementary**

**school located within the Single-Family Residential District (RS)**-Planning and Community Development Department

There was a motion to recess the regular meeting to open the public Hearing for Conditional Use Permit **Case # CUP-2025-01**.

Motion made by Councilmember James, Seconded by Councilmember Mears.

Voting Yea: Councilmember James, Councilmember Gutierrez, Councilmember Akins-Wells, Councilmember Mears

There were no speakers for the Case # CUP-2025-01.

There were no speakers against Case # CUP-2025-01

It was motioned to close the Public Hearing and reopen the regular meeting.

Motion made by Councilmember James, Seconded by Councilmember Mears.

Voting Yea: Councilmember James, Councilmember Gutierrez, Councilmember Akins-Wells, Councilmember Mears

It was motioned to approve the Case # CUP-2025-01, Conditional Use Permit to combine the existing W.A. Fountain Elementary School and existing Unidos Language School to construct a new expanded elementary school located within the Single-Family Residential District (RS).

Motion made by Councilmember James, Seconded by Councilmember Mears.

Voting Yea: Councilmember James, Councilmember Gutierrez, Councilmember Akins-Wells, Councilmember Mears

#### **CLOSING COMMENTS BY GOVERNING BODY:**

**Councilmember James** noted every third Thursday, you all are invited to come to the Hartsville Community Center, and if you are not able to come, you can see it online. She noted she would like to thank Councilmember Akins Wells for recognizing public works. She said that the Ward 1 residents who travel on Hendricks Drive know how rough the road is. She said she recently did a ride along with Director Matthews, and she shared her concerns about the road, and he stated it could be taken care of. She noted she went to an event with the iconic Mayors of Metro Atlanta with Mayor Butler. She noted that Mayor Butler, along with other Mayors, will be in Upscale Magazine for the April edition. She stated the first picture was of the first African American ever elected in the City of Forest Park, and that was Sparkle Adams. She told Mayor Butler she was proud of her.

**Mayor Butler** thanked her and noted she wanted to point out in the picture that one of the ladies in the picture was the first African American to be elected Mayor in the State of Georgia. She noted when you are the first of something, there is a magnifying glass on you. She noted that see the people there reminds her that the role and purpose in life is so much bigger than them. She wanted to thank the Bante Organization for recognizing her

**Councilmember Gutierrez** thanked everyone for coming out. He thanked Mr. Hicks for all he does and thought it was awesome that his family is there to support him. He thanked Mr. Finch for helping the seniors. He stated the first Food Truck Friday was coming up. He noted postponing his cleanup because the Beatification Committee is having theirs. He said he is sorry he missed the play but will try and catch it next year. Councilmember Gutierrez thanked Angel for the poem and stated it takes a lot of courage to present in front of others.

**Councilmember Akins-Wells** thanked the Public Works workers for all that they do. She noted she wanted to congratulate Director Matthews because the roads have been bad for the last 8 years, and it only took two to three days to get done, which means they could have been done. Councilmember Akins Wells noted her grand opening for the Community Closet was a success, and the council Aides did a great job getting it together. She said it is a great thing when you give back to the community, and she thanked everyone for all their donations. She noted it will be open every third Friday of the month from 12 to 2 p.m. for the Forest Park community. She thanked Officer Thomas for everything he does for the community and stated he is doing great things with his mentoring program for boys. She noted early voting was going on and that a forum was held for the candidates. She stated that there was barely anyone there. She thinks people should become more involved and get to know the candidates so that they know who they are voting for.

**Councilmember Mears** noted his guy, Mr. Finch, is back in attendance. He thanked the city workers and noted they have a wonderful police, fire, and public works department.

**Councilmember James** noted that this Sunday, March 13, is the Atlanta Community Landbank Hunger Walk at 9:30 a.m. She noted they are taking donations, and any funds collected will go to the land bank, which allows them to do food giveaways.

**Mayor Butler** asked everyone involved with Elevate to come up front for a photo.

**EXECUTIVE SESSION:** (When an Executive Session is required, one will be called for the following issues: Personnel, Litigation or Real Estate)

**ADJOURNMENT:**

Mayor Butler adjourned the meeting at 7:44 pm.

In compliance with the Americans with Disabilities Act, those requiring accommodation for meetings should notify the City Clerk's Office at 404-366-4720 at least 24 hours before the meeting.

**File Attachments for Item:**

**2. Financial Reporting of the FY2024-2025 Monthly Financial Report**

**Background/History:**

The Finance Department is presenting FY2024-2025 Monthly Financial review of the City's financials. The purpose of the monthly financial review is to help us know how healthy the City's cash flow is and help evaluate department performance to see if the executive office needs to reallocate resources to achieve the financial goals for the City.





CITY OF  
**FORESTPARK**

## City Council Agenda Item

**Subject:** Financial Reporting of the FY2024-2025 Monthly Financial Report

**Submitted By:** John Wiggins

**Date Submitted:** 3/12/2025

**Work Session Date:** 3/12/2025

**Council Meeting Date:** 3/17/2025

### Background/History:

The Finance Department is presenting FY2024-2025 Monthly Financial review of the City's financials. The purpose of the monthly financial review is to help us know how healthy the City's cash flow is and help evaluate department performance to see if the executive office needs to reallocate resources to achieve the financial goals for the City.

**Cost:** \$0.00

**Budgeted for:** \_\_\_\_\_ **Yes** \_\_\_\_\_ **No**

**Financial Impact:**

**Action Requested from Council:**



Item # 2.

# ***FY2024-2025 MONTHLY FINANCIAL REPORT***

**John Wiggins**

Finance Director

470-599-8286 | [jwiggins@forestparkga.gov](mailto:jwiggins@forestparkga.gov)



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# General Fund February Summary by Category

Period 2/28/2025

Beginning Fund Balance --&gt;

14,574,282

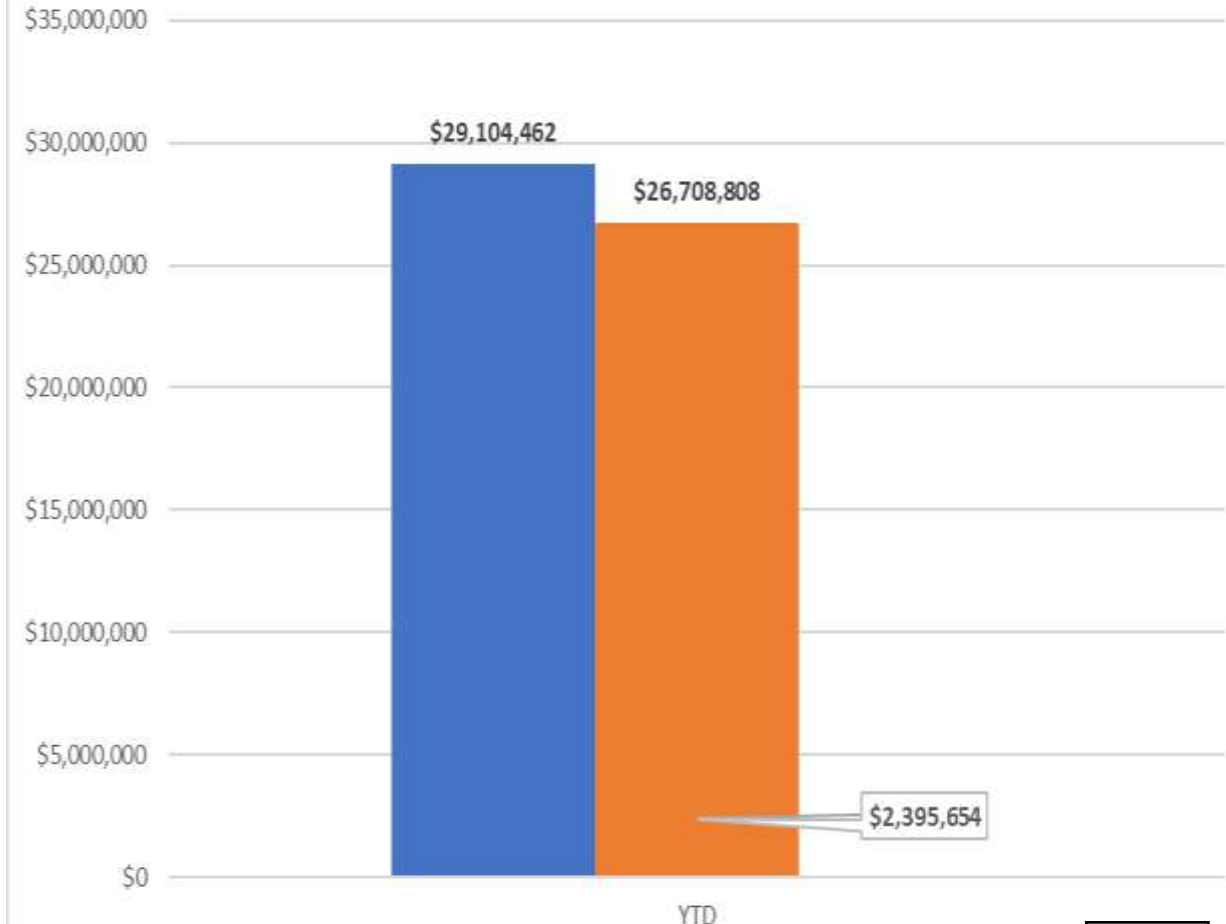
Revenue	CATEGORY	Budget	Month	YTD ACTUAL	BALANCE
31 Taxes		\$34,767,019	\$788,186	\$24,046,827	\$10,720,192
32 Licenses and Permits		\$1,025,241	\$14,275	\$462,849	\$562,392
33 Intergovernmental Revenues		\$226,870	\$0	\$194,101	\$32,769
34 Charges for Services		\$1,442,021	\$16,535	\$564,355	\$877,666
35 Fines and Forfeitures		\$2,070,895	\$63,648	\$2,076,110	-\$5,215
36 Investment Income		\$232,141	\$49,025	\$301,518	-\$69,377
37 Contributions & Donations		\$8,388	\$0	\$8,388	\$0
38 Miscellaneous Revenue		\$3,851,805	\$9,358	\$1,440,635	\$2,411,170
39 Other Financing Sources		\$127,979	\$0	\$9,680	\$118,299
<b>REVENUE TOTAL</b>		<b>\$43,752,359</b>	<b>\$941,026</b>	<b>\$29,104,462</b>	<b>\$14,647,897</b>

Expenses	CATEGORY	Budget	Month	YTD ACTUAL	BALANCE
51 Personal Services		\$28,625,830	\$2,367,110	\$19,444,342	\$9,181,488
52 Purchased/Contracted Services		\$5,927,024	\$288,879	\$3,469,642	\$2,457,382
53 Supplies		\$4,034,369	\$302,114	\$2,409,312	\$1,625,057
54 Capital Outlay		\$324,378	\$4,480	\$48,252	\$276,126
57 Other Costs		\$376,730	\$0	\$152,391	\$224,339
58 Interest		\$2,227,785	\$0	\$34,869	\$2,192,916
61 Other Financing Uses		\$2,236,243	\$0	\$1,150,000	\$1,086,243
<b>EXPENSE TOTAL</b>		<b>\$43,752,359</b>	<b>\$2,962,584</b>	<b>\$26,708,808</b>	<b>\$17,043,551</b>

REMAINING FUND BALANCE

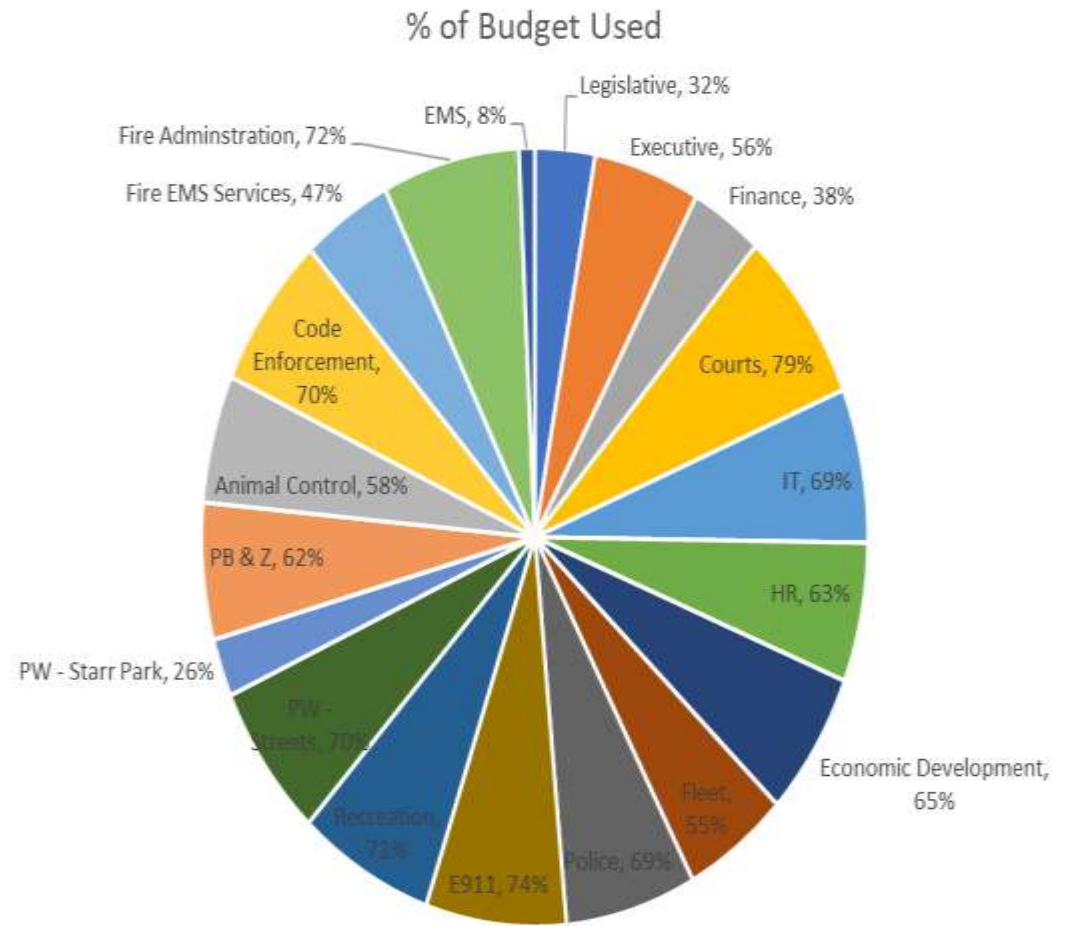
\$16,969,936

YTD Financial Report



# General Fund February Summary by Department

Department	Budget	Actual	Balance	% of Budget Used
Legislative	1,015,755	320,495	695,260	32%
Executive	1,492,926	831,441	661,485	56%
Finance	7,745,962	2,923,927	4,822,035	38%
Courts	1,243,694	980,836	262,858	79%
IT	1,656,758	1,150,142	506,616	69%
HR	752,082	471,700	280,382	63%
Economic Development	412,190	269,133	143,057	65%
Fleet	1,586,487	874,587	711,900	55%
Police	10,223,670	7,027,872	3,195,798	69%
E911	991,638	731,504	260,134	74%
Recreation	2,052,495	1,464,844	587,651	71%
PW - Streets	3,084,587	2,158,117	926,470	70%
PW - Starr Park	100,000	26,140	73,860	26%
PB & Z	1,090,601	670,943	419,658	62%
Animal Control	139,900	80,640	59,260	58%
Code Enforcement	591,257	414,902	176,355	70%
Fire EMS Services	2,024,538	956,223	1,068,315	47%
Fire Adminstration	7,427,298	5,345,412	2,081,886	72%
EMS	120,520	9,951	110,569	8%
<b>Total GF Department</b>	<b>43,752,358</b>	<b>26,708,808</b>	<b>17,043,550</b>	<b>61%</b>



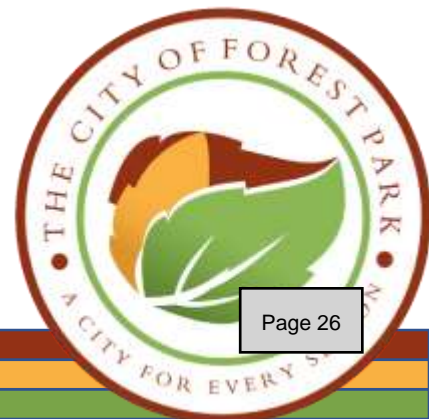
# All Other Funds February Summary Table

FUND	FUND NUMBER	REVENUE BUDGET	REVENUE ACTUAL	REVENUE BALANCE		EXPENSE BUDGET	EXPENSE ACTUAL	EXPENSE BALANCE
Federal DEA Fund	210	118,000.00	11,192.32	106,807.68		278,000.00	254,204.28	23,795.72
Local Drug Task Fund	211	20,000.00	14,744.31	5,255.69		20,000.00	2,346.85	17,653.15
Federal Dept of Treasury	214	20,000.00	18,375.57	1,624.43		20,000.00	-	20,000.00
E911 Fund	215	300,000.00	270,940.37	29,059.63		370,000.00	336,042.48	33,957.52
Multiple Grants Fund	250	250,000.00	224,169.20	25,830.80		589,830.00	523,543.11	66,286.89
ARPA Fund	253	2,598,748.00	-	2,598,748.00		2,598,748.00	2,478,434.31	120,313.69
Tax Allocation Dist #1	270	300,000.00	18,275.73	281,724.27		100,500.00	350,219.40	(249,719.40)
Hotel Motel Tax	275	117,708.00	47,581.02	2,917.98		117,708.00	121,512.92	(3,804.92)
Capital Improvement Fund	300	1,904,143.00	-	1,904,143.00		1,904,143.00	1,761,533.82	142,609.18
2008 SPLOST FUND	320	-	150,107.72	(150,107.72)		-	147,964.79	(147,964.79)
2015 SPLOST FUND	325	-	92,122.05	(92,122.05)		1,582,425.00	1,328,108.74	254,316.26
2021 SPLOST FUND	326	19,361,052.00	2,024,438.41	17,336,613.59		19,176,052.00	2,752,486.71	16,423,565.29
Sanitation	540	1,788,663.00	1,667,663.00	121,000.00		1,788,663.00	1,561,224.89	227,438.11
DA Fund	580	-	1,808,579.60	(1,808,579.60)		-	1,291,205.10	(1,291,205.10)
URA Fund	585	15,520,000.00	668,179.10	14,851,820.90		3,081,050.00	518,589.65	2,562,460.35
DDA Fund	590	1,429,768.00	3,638,013.29	(2,208,245.29)		1,429,768.00	555,481.47	874,286.53

# Q&A

Item # 2.

# THANK YOU!



**File Attachments for Item:**

**3. Council Approval to purchase 6 Self-Contained Breathing Apparatus (SCBA) units -**  
Procurement/Fire & EMS Department



CITY OF  
**FORESTPARK**

## City Council Agenda Item

**Title of Agenda Item:** Council Discussion and Approval to purchase 6 Self Contained Breathing Apparatus (SCBA) units - Procurement/Fire & EMS Department

**Submitted By:** Fire & EMS

**Date Submitted:** 03-03-2025

**Work Session Date:** 03-17-2025

**Council Meeting Date:** 03-17-2025

### Background/History:

Fire & EMS is requesting to purchase six (6) new SCBA air packs/units. One unit consists of SCBA, spare cylinder, mask, and protective bag for the mask. Per the NFPA 1981 (National Fire Protection Association) and NIOSH (National Institute for Occupational Safety and Health), it requires that all SCBA cylinders be hydrostatic tested every 5 years throughout the service life of 15 years. We currently have a total of 59 SCBA cylinders. These SCBAs were manufactured in 2011 have reached end of life. This purchase is to replace the outdated SCBAs and keep inventory fully stocked. Requesting to purchase the SCBAs from the Sourcewell cooperative contract #011824 with Municipal Emergency Services for \$64,552.92 from 100-61-3520-53-1136.

**Action Requested from Council:** Approval to purchase 6 Self Contained Breathing Apparatus (SCBA) units

**Cost**

**Budgeted for:**  X  Yes   No

**Financial Impact:**



**Solicitation Number: RFP #011824****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Municipal Emergency Services, Inc., 12 Turnberry Lane, 2<sup>nd</sup> Floor, Sandy Hook, CT 06482 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Self-Contained Breathing Apparatus (SCBA) and Breathing Air Systems with Related Equipment from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

**1. TERM OF CONTRACT**

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

**EXPIRATION DATE AND EXTENSION.** This Contract expires March 29, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

### 3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;

- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## **7. CUSTOMER SERVICE**

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted

price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

## **10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.



D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

## **11. INDEMNITY AND HOLD HARMLESS**

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

## **12. GOVERNMENT DATA PRACTICES**

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

## **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

### **A. INTELLECTUAL PROPERTY**

#### **1. *Grant of License.*** During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.



b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

#### **15. FORCE MAJEURE**

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

#### **16. SEVERABILITY**

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

#### **17. PERFORMANCE, DEFAULT, AND REMEDIES**

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## 18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

\$1,000,000 per claim or event

\$1,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

## **21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with



the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and



records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

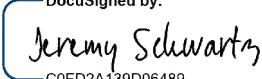
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

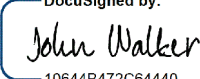
## 22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Municipal Emergency Services, Inc.

DocuSigned by:  
  
C0FD2A139D06489...  
By: \_\_\_\_\_  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 3/29/2024 | 6:35 AM CDT

DocuSigned by:  
  
10644B472C64440...  
By: \_\_\_\_\_  
John Walker  
Title: CFO  
Date: 3/28/2024 | 1:23 PM CDT

# RFP 011824 - Self-Contained Breathing Apparatus (SCBA) and Breathing Air Systems with Related Equipment

## Vendor Details

Company Name: Municipal Emergency Services Inc  
Address: 12 Turnberry Ln  
2nd Floor  
Sandy Hook, CT 06482  
Contact: Chanda Riddick-Yamoah  
Email: criddick@mesfire.com  
Phone: 203-304-4132  
Fax: 203-264-3325  
HST#: 651051374

## Submission Details

Created On: Wednesday January 10, 2024 10:07:56  
Submitted On: Thursday January 18, 2024 15:04:32  
Submitted By: Chanda Riddick-Yamoah  
Email: criddick@mesfire.com  
Transaction #: 13f7806a-f3e4-4e07-8ffd-adfbc30a0779  
Submitter's IP Address: 151.181.51.74

## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Municipal Emergency Services, Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	#1XBB1 T4MGJ9BU96J6	*
5	Proposer Physical Address:	12 Turnberry Ln 2nd Floor Sandy Hook, CT 06482	*
6	Proposer website address (or addresses):	www.mesfire.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	John Walker CFO jwalker@mesfire.com 203-304-4132	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Chanda Riddick-Yamoah Contract Manager criddick@mesfire.com 203-304-4132	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A	

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *	
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Municipal Emergency Services, Inc. is a national full-line first responder and public safety distributor in the US. We also offer the purchase, service, and installation of specific products throughout Canada. We stock and distribute over 100,000 products from over 4,000 manufacturers. We currently have over 200 outside sales representatives, 150 mobile technicians, as well as dedicated inside sales staff and customer service representatives, 18 warehouse locations across the United States and Canada, and 25 regional offices providing our customers with excellent customer service and support. Our field technicians are professionally trained and have earned certifications to service specialized equipment. MES also offers service rates and custom services to meet our customer's needs and requirements.</p> <p>MES is a financially stable company with an excellent reputation with our customers and vendors. MES is a distinctive brand due to our national and Canadian reach, size, number of support channels, service technicians and strategically aligned regional offices and warehouses for turnkey operations. Our sales representatives are knowledgeable and trained on the equipment we offer. Our workforce includes former fire chiefs, firemen, and police officers who have a working knowledge of our products and are able to address concerns and share knowledge regarding the leading products offered by MES.</p> <p>In 2012 MES acquired Lawmen Supply. This merger gave the company the unique ability to serve all first responders and public safety officials on a national level. MES annual sales are more than \$300MM and most of our sales are for fulfillment of contracts and purchases to local, state, and federal first responder and public safety organizations. We are a financially stable company with an excellent reputation with our customers and suppliers.</p> <p>What makes MES distinctive is our national presence. Our size, number of sales representatives, service technicians, strategic warehouse locations and geographic coverage positions helps us to provide superior products and customer service to the Fire Service, Law Enforcement, and all public safety departments on a national level as no other sales and service distributor can do.</p> <p>Our numerous awards and expanding customer base indicates a successful track record and continuous trust within the industry. An award with Sourcwell will assist us to reach new markets and customers. We will also be able to increase the number of services and products offered to our customers who are familiar with Sourcwell for their procurement needs.</p>	Item # 3.
11	What are your company's expectations in the event of an award?	In the event of an award, MES expectations are to continue with our year over year growth with our updated contract. Our expectations include a successful launch and communication with our sales teams to inform our customers of our updated contract. Our customers will be informed of the new contract and our commitment to offer product and solutions to meet their needs.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please see attached	*
13	What is your US market share for the solutions that you are proposing?	25%	*
14	What is your Canadian market share for the solutions that you are proposing?	less than 1%	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*

16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Distributor/Dealer/Reseller. Please see attached authorization letter.	Item # 3.
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Municipal Emergency Services, Inc. have several levels of management with experience and training to ensure compliance to NFPA when providing materials or servicing fire departments and other agencies. Our team is has been trained and can identify the standards and subject matter regarding NFPA and SCBA certification. Our technicians are certified to evaluate, test, and repair 3M/Scott Safety systems, and other air supply compressors and components. MES is one of only a few nationwide Five Star certified 3M Scott National Service Group. In addition, 98% of our sales force are former fire fighters or law enforcement officers who possess hands on training	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	n/a	*

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	MES has received multiple awards from our vendors to recognize us an industry leader or a partner within the industry. Our awards include platinum and diamond recognition as leading partners as well as multiple Best of Show awards as participants in national and regional fire shows and conferences. Please see attached. Veridian 2022 & 2021 - Diamond Partner Fire Dex 2022 Premier Partner Platinum Award
20	What percentage of your sales are to the governmental sector in the past three years	98%. MES supports and supplies local, county, city and state government agencies which comprises the majority of all sales.
21	What percentage of your sales are to the education sector in the past three years	2%. MES supports and supplies several university and colleges throughout the nation. This sector comprises a small amount of sales but has seen growth over the last three years.
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	NPP - \$18,000,000 HGAC - \$20,500,000 LA COUNTY FIRE - \$6,316,000 STATE OF PA - \$40,000,000
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA #GS07F0348V

**Table 4: References/Testimonials**

**Line Item 24.** Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *
Denver Fire Department	Phillip Morelli, Division Chief	720-913-3446
Aurora Fire Rescue	Jeff Johnson, Captain	303-326-8628
Dekalb County Fire	Terence Wilkes, Captain	678-227-1831

Table 5: Top Five Government or Education Customers

Item # 3.

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Phoenix Fire Support Services	Government	Arizona - AZ	SCBAs, products, materials, testing, and service	\$323,639	\$11,651,012	*
Dekalb County Purchasing & Contracting	Government	Georgia - GA	SCBAs, products, materials, testing, and service	\$132,074	\$4,754,651	*
DFD Operations	Government	Colorado - CO	SCBAs, products, materials, testing, and service	\$95,556	\$3,440,015	*
Horry County Fire & Rescue	Government	South Carolina - SC	SCBAs, products, materials, testing, and service	\$76,752	\$2,763,088	*
Aurora Fire Department	Government	Colorado - CO	SCBAs, products, materials, testing, and service	\$74,045	\$2,665,637	*

**Table 6: Ability to Sell and Deliver Service**

Item # 3.

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	MES has increased our sales force to 200 Sales Representatives. 170 of our Sales Reps are trained to sell SCBA products and services. The Sales Reps without this training will reach out to their counter parts when presented with an opportunity in this sector. Our Sales force is growing to support our expanding customer base. In addition, we have an internal sales team which works closely with our Sales Representatives to maximize customer support and feedback regarding our products and delivery. We also have a skilled regional office support throughout the US to address customer inquiries and requests effectually and quickly.	*
27	Dealer network or other distribution methods.	MES is the distributor/dealer for the products listed in this bid.	*
28	Service force.	MES has increased our service support to 134 service technicians. Our service technicians are equipped with mobile vans, tools, and manufacturer certifications to address customer needs and requests.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Orders are handled by our sales representatives and our internal customer service teams. Our Sales Representative or customer service reps will receive a PO from our customers. The CSR will then review the order to ensure pricing reflects the Sourcewell member number and correct discount offered. Once review is completed, the CSR contacts our vendor or checks our warehouses to located the product ordered and deliver as per the lead-time requested.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Our customer service teams and office support staff has expanded to over 130 skilled and trained teams strategically located at our regional offices throughout the US. Our response time to inquiries are same day or within 24 hours. Our customer service teams are responsible for order placing, job scheduling, and follow-up	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	MES performs training classes and provide updates to our Sales teams via internal newsletters or quarterly correspondence on Sourcewell updates and tips. This equips our teams to identify new members or grow established members product supply of our equipment.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	MES will not be able to support in sales in Canada for SCBAs products or service with the exception of product and materials from RevolveAir.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	MES will not provide any products to Canada with the exception of product and materials from RevolveAir. MES will not provide any products to Hawaii at this time. MES distribution agreements are for the USA and that is where we have sales, service, and customer service staff to maintain the market in the USA. MES covers 44 states so there are only a few areas in the USA MES does not have sales coverage. Maine, Rhode Island, Kentucky, Michigan, Wisconsin, and North Dakota	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	MES has a nationwide presence and coverage with a sales force across the US that our strategically located to support request from government, non-profit, or educational entities. MES has a strategic location in Branford Ontario to support the purchase and installation of RevolveAir Systems.  MES can support and provide products to all participating agencies.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Shipping or freight cost for large or heavy items will require a quote for transportation cost. MES will provide an equitable shipping cost for the customer to review that will meet their expectations and lead-time. Hawaii and Alaska orders will be quoted for shipping. This would also apply to all US territories.	*



**Table 7: Marketing Plan**

Item # 3.

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Our marketing strategy includes internal and external training classes for our sales teams and customers. We also use literature to describe the process and product offering. We identify and include contract tips in internal newsletters and company wide communication. We also market additional products to our customers of accessories or other materials listed on our contracts during the purchase of materials from our customers.	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	MES utilizes Facebook, Twitter, Youtube, Instagram, and LinkedIn to increase our brand awareness. We also interface with potential customers and clients using these platforms and showcase customer testimonials.	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We value Sourcewell's role in promoting our contracts on the portal and with members searching for particular products. In the past, we have seen that Sourcewell's familiarity with our products frequently provides leads and customer's to our page to make contact for more information.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	E-procurement can be used using our website (www.mesfire.com). Customers are able to register a username and password on this website. Once this is completed, users can research products by vendor name, brand, or commodity. Items selected are placed in a basket. Once all items are selected, users can pay online using a credit card. If more information is needed, customers can print their items for purchase and request a sales representative to contact them.	*

**Table 8: Value-Added Attributes**

Item # 3.

Line Item	Question	Response *	
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	MES offers SCBA training, annual testing, and service maintenance for this product. In addition, we offer new certification packs. If customers do ask or require training on any of our products, MES is able to provide this at most times with little or no additional costs. This is part of our training programs such as SCBA training, annual testing, and service maintenance. In addition, we offer new certification packs. If customers do ask or require training on any of our products, MES is able to provide this at most times with little or no additional costs.	*
41	Describe any technological advances that your proposed products or services offer.	MES provides SOS stores which are signature online stores which are used for customers who are interested in providing a portal for jurisdictions, departments, or towns to purchase specific product online.	*
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	N/A	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	N/A	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	N/A	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	MES offers the largest and competitive pricing for first responder equipment and materials. Due to our commitment to safety and quality, our sales team consist of current or form fire fighter professionals or police officials. We offer solutions and services that can come directly to the customer with our trained and certified technicians across the nation and in Canada. This experience and service is unique to MES and has been an attribute that keep customers returning for more product due to their positive purchasing experience and trust in materials with MES.	*
46	Describe compliance to applicable national standards such as: National Fire Protection Association (NFPA), Occupational Safety and Health Administration (OSHA), and American National Standards Institute (ANSI).	MES adheres to the national standards of NFPA, OSHA, and ANSI through our activities and compliance efforts internally and with our manufacturer's products and materials. We have requirements and testing for specific products that must meet our exceed testing levels by our manufacturer's to supply us with products or materials. Our relationship with 3M Scott for SCBAs also complies with these national standards. Our technicians are trained for testing and product repair to ensure these standards are not compromised. We have annual training and certification requirements that adhere to these standards that our company follows and implements to ensure safety and top quality materials,	
47	Describe how your product can be cleaned and decontaminated to prevent exposure to carcinogens.	The Scott Pak can be be grossly deconned to remove large debris prior to disassembly. Once disassembled, the airpak can be scrubbed with a sponge/cloth and warm water mixed with disinfectant. Once dry the airpak can be reassembled.	

**Table 9: Warranty**

Item # 3.

**Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.**

Line Item	Question	Response *	
48	Do your warranties cover all products, parts, and labor?	Due to the expanse of our product offerings, our warranties offer numerous product specific assurances for the products purchased by our customers. Typically, our warranties offer a common coverage against manufacturer defects and product performance up to 12 months. The warranties also cover parts and labor within the specified time of coverage.	*
49	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	The majority of the warranties for the manufacturers listed in this bid provides industry standard coverage as part of our vetting process when working with vendor base. We work closely with each manufacturer to work through any warranty issues with our customers.	*
50	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Most of our warranties do not cover transportation cost or mileage unless there is a gross malfunction or failure of the product purchased. In these instances, we work with the customer directly to ensure MES can rectify the situation.	*
51	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	MES does not have any regional technicians located in New Hampshire, Maine or Vermont. We also do not have technicians in Canada for our full product line of SCBAs. We will have support for RevolveAir Systems in Canada. If a customer has a need in these areas, we would offer a solution and the additional cost needed for transportation and other travel cost for the staff needed for training or testing.	*
52	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	MES will perform the warranty service as an authorized repair center unless the OEM has specified in the warranty to return the product or products to the OEM's location for repair.	*
53	What are your proposed exchange and return programs and policies?	Goods received damaged or defection will be repaired or replaced based on the guidelines and terms of the warranty.	*
54	Describe any service contract options for the items included in your proposal.	Service contract options for MES includes annual testing, repairs, and 3M Scott Safety repairs and service.	*

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *	
55	Describe your payment terms and accepted payment methods.	MES has standard payment terms of Net 30. We also accept payment via credit card for payments under \$10,000.	*
56	Describe any leasing or financing options available for use by educational or governmental entities.	Leasing is available with Community Leasing Partners.	*
57	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	MES will use quotes, purchase orders, and invoices as standard transactions in connection to these products if awarded a contract. Examples are attached.	*
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	MES accepts the p-card procurement for payment. We do not request fees or additional costs for using this method. P card payments cannot exceed \$10,000	*

**Table 11: Pricing and Delivery**

Item # 3.

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	MES will provide discount off List/MSRP pricing. Attached are our vendors current list price. We will also include a spreadsheet listing each vendor and the discount offered.	*
60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	MES will provide a discount off of the vendor MSRP sheet as the Sourcewell proposed bid price.	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	N/A	*
62	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	N/A	*
63	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	N/A	*
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight, delivery, or shipping is an additional cost only for customer requests for expedited, next day, or for bulky oversized shipments. Items in this category are quoted upon request.	*
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shipping and/or freight to Alaska or Hawaii are quoted upon request. We also deliver specific products within the Quebec region of Canada. Freight will be reviewed when requested from our Canadian customers to determine if additional costs and expenses are needed to provide materials. If additional freight cost are identified, the cost will be presented to our Canadian customers for approval prior to delivery.	*
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	MES offers the unique ability to supply our customer's from the closest warehouse located to the site of service or delivery. Our unique distribution methods provides the ability to deliver quickly and efficiently across the US and in certain areas in Canada. Special delivery requirements or expedited delivery options are also available and can be quoted upon request. In the event a product is not in stock, our relationships with our vendors typically results in expedited availability shipped to our customers with little to no impact to the delivery requirements.	*

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
67	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

**Table 13: Audit and Administrative Fee**

Item # 3.

Line Item	Question	Response *	
68	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	MES utilizes tools such as report analysis and quarterly reviews to self-audit by our Accounting and Contracts Department. Reports are analyzed to make sure vendors listed and products purchased are on contract and listed on the correct agreements. In addition to the reports, internally our software for ordering has checks and balances that our Sales Rep must select before a sales order or quote can be approved.	*
69	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Internally we track quarterly growth and sales compared to the previous year. We also review the top products purchased to identify accessories or services which could help grow the business.	*
70	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	MES proposes to continue our 1% quarterly fee for all sales if awarded the contract.	*

**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

Line Item	Question	Response *	
71	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	MES believes in providing top rated and high quality products in this category. Our vendors and the products are researched to provide the best in attributes such as quality, performance, warranty, and responsiveness. When supplying products and services in structural firefighter equipment or eyewear, the expectation remains the similar across all categories.	*
72	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	n/a	*

**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
73	Self-contained breathing apparatus (SCBA) and supplied air breathing apparatus (SABA)	<input checked="" type="radio"/> Yes <input type="radio"/> No	MES is able to provide products and support in this category in partnership with 3M Scott.	*
74	Breathing air compressor and compressor systems, including mobile and stationary fill stations, cascade systems, purification, and storage	<input checked="" type="radio"/> Yes <input type="radio"/> No	MES has listed our brand of available air compressor systems with RevolveAir.	*
75	Related equipment and accessories related to the offering of 71 - 72 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	MES has listed vendors to assist our customers to have accessories and equipment available to help complete repair and maintenance requirements.	*
76	Services related to the equipment described in 71 - 72 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	MES has 5Star rated technicians to assess and complete options for repair and maintenance to related equipment.	*

**Exceptions to Terms, Conditions, or Specifications Form**

Item # 3.

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

**Documents****Ensure your submission document(s) conforms to the following:**

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
  2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
  3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
  4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - Final Pricing 011824.zip - Thursday January 18, 2024 15:04:03
  - [Financial Strength and Stability](#) - Financial Statements.zip - Wednesday January 10, 2024 11:03:47
  - [Marketing Plan/Samples](#) - MES Marketing Materials FINAL.docx - Wednesday January 17, 2024 10:58:52
  - WMBE/MBE/SBE or Related Certificates (optional)
  - [Warranty Information](#) - AIRPAK - WARRANTY.pdf - Tuesday January 16, 2024 07:53:30
  - [Standard Transaction Document Samples](#) - QT1730512.FIREDEX.pdf - Tuesday January 16, 2024 14:57:55
  - [Requested Exceptions](#) - MES Insurance Exceptions.pdf - Wednesday January 17, 2024 11:48:31
  - [Upload Additional Document](#) - MES 011824 Auth 5Star Awards.zip - Wednesday January 17, 2024 14:43:14

**Addenda, Terms and Conditions***Item # 3.***PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

Item # 3.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - John Walker, Chief Financial Officer , Municipal Emergency Services, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_3_Self_Contained Breathing Apparatus_RFP_011824 Fri January 12 2024 11:10 AM	<input checked="" type="checkbox"/>	2
Addendum_2_Self_Contained Breathing Apparatus_RFP_011824 Wed December 27 2023 08:49 AM	<input checked="" type="checkbox"/>	1
Addendum_1_Self_Contained Breathing Apparatus_RFP_011824 Tue December 12 2023 05:20 PM	<input checked="" type="checkbox"/>	1



**File Attachments for Item:**

**4. Council Approval to Purchase a Record Management Software System - Procurement/Fire & EMS Department**

CITY OF  
**FORESTPARK**

## City Council Agenda Item

**Subject:** Council Discussion and Approval to purchase a Record Management Software - Procurement/Fire & EMS Department

**Submitted By:** FIRE & EMS

**Date Submitted:** March 4, 2025

**Work Session Date:** March 17, 2025

**Council Meeting Date:** March 17, 2025

Fire & EMS is requesting a records management software platform that will allow Fire & EMS to accurately maintain and track equipment inventory, and other multifaceted responsibilities, including fire/medical incident reporting and data analysis. Additionally, the software will interface with 911 Dispatch through the existing Central Square software platform. There are annual fees associated with the interfacing systems and consist of annual renewals for three years.

Fire & EMS is requesting to piggyback from the cooperative agreement with Hillsborough County, Florida and EPR Systems. The total cost over a three (3) year period is \$106,746. Startup and Year 1 costs are as follows: \$24,030 EPR Systems and \$17,656 Central Square – total \$41,686. Each Annual Recurring Costs are as follows: \$20,530 EPR Systems and \$12,000 for Central Square – annual total \$32,530.

**Cost:** \$ 106,745

**Budgeted for:** ☒ X ☐ Yes ☐ No

**Financial Impact:** 100-61-3510-52-1202

**Action Requested from Council:** Discussion and Approval to piggyback from the cooperative agreement with Hillsborough County, Florida and EPR Systems.

Jeff Jacobson  
Director of Business Development  
[jjacobson@eprsys.com](mailto:jjacobson@eprsys.com)  
(704) 746-6396

EPR Systems, Inc.  
1016 Lasalle St 2nd Floor, Jacksonville, FL 32207  
[www.eprsystems.com](http://www.eprsystems.com)  
(941) 328-3239



Presented By

**Electronic Records Management System Proposal**  
RFP-24-24596



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# OUR SERVICE

Greetings from EPR,

We are thrilled to present our proposal for Hillsborough County Fire Rescue's (HCFR) comprehensive electronic records management system (RMS) RFP. As pioneers in software development for local government, EPR brings a commitment to innovation and customer service excellence perfectly aligned with HCFR's needs.

Since our establishment in 2000, EPR has led the charge in revolutionizing nationwide data management and analysis. With a distributed team strategically located across the United States, including regional sales, training, administration, and customer support, we offer personalized assistance to our valued clients.

Our strength lies in translating complex requirements into intuitive, user-friendly solutions. At EPR, we pride ourselves on delivering cutting-edge technology and unparalleled customer service, empowering clients to enhance operational efficiency and make informed decisions.

Recognizing the critical need for a robust RMS solution to support HCFR's multifaceted responsibilities, including fire/medical incident reporting and data analysis, we are poised to deliver a tailored solution that ensures both current needs and future scalability.

EPR eagerly looks forward to collaborating with HCFR on this transformative journey, empowering the department to achieve new levels of efficiency and excellence in service delivery.

Thank you for considering EPR as your trusted partner in digital transformation. We are excited about the opportunity to discuss our proposal further and demonstrate how our solution can add tangible value to HCFR's operations.

Warm regards,



**Jeff Jacobsen**

Director of Business Development



## EXECUTIVE SUMMARY

EPR, a leading software company founded in 2000, specializes in crafting innovative systems tailored exclusively for local government entities. Our commitment lies in delivering state-of-the-art technology coupled with exceptional customer service. With a distributed staff across the U.S., comprising regional sales personnel, trainers, administrators, and customer support, we ensure seamless service delivery, including on-site installation and training support as needed.

At EPR, our forte lies in meticulously analyzing the unique needs of each client, customizing our software platforms accordingly. With an emphasis on personalized service and uncompromising quality, our single-database approach enables full customization, ease of use, and robust data mining capabilities. Our comprehensive suite of modules, equipped with built-in workflows, empowers clients to manage all departmental requirements within a cohesive system.

Understanding that data should serve as a tool for informed decision-making, our philosophy revolves around providing intuitive data collection mechanisms and user-friendly analytics. By offering streamlined field data collection and powerful analytical tools, we provide our clients with a comprehensive view of their operations.

In response to Hillsborough County Fire Rescue's (HCFR) Request for Proposal (RFP) for a fully comprehensive electronic records management system (RMS), EPR is well-positioned to deliver a leading-edge solution. With a deep understanding of HCFR's needs, including fire/medical incident reporting, data collection, fire investigations, inspections, and permitting, our RMS will streamline processes, enhance efficiency, and facilitate seamless expansion to meet evolving requirements.

HCFR's extensive scope, covering a population of 1.1 million residents across 909 square miles, and managing over 57 ALS/Fire Suppression units and 39 ALS Transport units, underscores the criticality of a robust RMS solution. Our system will empower HCFR to optimize resource allocation, improve incident response times, and enhance overall departmental effectiveness.

EPR stands ready to partner with HCFR in revolutionizing their data management and analysis capabilities. Our goal is to provide a tailored solution that not only meets but exceeds HCFR's expectations, ensuring the highest standards of performance and user satisfaction.

## FIRM PRINCIPALS

EPR Systems, Inc. currently has over 45 employees based in the U. S., and nearly 70 based in Israel.



**Jaime Metcalf**, Regional Account Executive: jaimem@eprsys.com 407-247-5512  
**Jeff Jacobson**, Director of Business Development: jeff@eprsys.com 704-746-6396

## PRIMARY CONTACTS

**Shane Moss, Chief Training Officer:** Shane joined the company in 2019 as an end-user instructor and is currently the Chief Training Officer. He has over 30 years of Fire Service/EMS experience. His background includes operational, administrative, network and data analysis within Emergency services. Shane holds an AAS in Fire Protection Technology, as well as multiple fire/EMS/ICS/Computer certifications.

**Jeff Jacobson, Director of Business Development:** Jeff Jacobson comes to EPR with over 20 years of fire and EMS experience as a career Firefighter Paramedic. He also has over ten years in the fire and EMS sales industry, with the prior six years as a sales leader in Saas RMS software. His passion is to empower agencies with software that helps protect first responders and equips leadership with valuable data to make informed decisions within their department. Jeff holds an AAS in Fire Science as well as certifications in FF 1 and 2, NREMT- Paramedic, AHA instructor for all disciplines and several management certifications.

**Benny Shalev, Vice President Implementation/Project Management:** Benny manages the projects, integrations, and implementation of the software. Benny will also facilitate the data migration and coordinate with the development team any customizations required by customers. For nearly twenty years, Benny has worked at EPR as a post-sale integrator, customer service manager and project manager. He is skilled in software quality assurance, database assessments for integrations, system analysis, writing project specifications and coordinating multiple development departments within EPR. Benny has degrees in Business Management and Finance as well as Electrical Engineering and is skilled in SQL, VBA, JAVA and C++.

**Avi Wach, Chief Operating Officer:** Avi joined the company in 2010 and is currently the Chief Operating Officer. In his previous position, Avi was CEO of an association for the promotion of culture that worked in the field of data security and integration at companies such as VCIX, IBM and Appletix. Avi holds an MBA and a Bachelor's degree in software engineering.

**Gilad Pregar, CEO, President and CEO:** Gilad founded EPR Systems in 2000. As CEO, Gilad is in charge of business development and steering the company into new directions and challenges. Gilad is also responsible for organizational mapping and creating joint ventures with other companies. Prior to founding EPR Systems, Gilad served as fundraising manager for educational institutions. Gilad has a B. Ed. and has been a lecturer in the students' program at The Hebrew University of Jerusalem.

# OUR SOLUTION

**NFIRS-Compliant Incident Reporting**

EPR Systems FireWorks RMS is cloud-based software that is platform- and device-agnostic. FireWorks requires no separate mobile app as it is fully accessible via a browser via internet connection. Notifications are user-defined and contain access to routing and pre-plans. Users in the field can access pre-plan data, module and Google Maps with street view. FireWorks supports ArcGIS and ESRI with the advanced features of multilayered maps and customizable views. FireWorks is configurable to integrate with most CAD systems with the ability to retrieve live call data.

NFIRS-compliant incident reporting—EPR FireWorks NFIRS reporting system collects, stores,

## SYSTEM CAPABILITIES

EPR FireWorks is a complete records management solution for fire and EMS agencies that enables the management of all needs of a fire department in one system. FireWorks includes fire reporting for NFIRS 5.0 as well as NEMESIS 3.5-compliant patient care reporting and includes all other ancillary functions of a department.

FireWorks integrated Pre-Plan and Inspection system ties together both essential functions of a fire department: suppression and prevention. Crews can conduct pre-plan surveys while certified fire inspectors conduct periodic occupancy and/or business inspections. Critical data is instantly updated and shared, such as emergency contact information, last inspection violations noted as well as tactical information such as hydrant locations, Knox Box locations, FDC connections and more are available at the time an emergency is dispatched.

FireWorks is the most modern, innovative system available on the market today. It was developed using best of breed technologies included in Microsoft development architecture, Amazon's cloud computing servers, Google mapping and WAZE™ turn-by-turn navigation to the scene.

## EPR FireWorks



[illegible]

The screenshot shows the 'Incident Details' form in the Incident Commander app. The form is divided into two main sections: 'Incident Details' (top) and 'Location Details' (bottom). The 'Incident Details' section includes fields for Incident Date (08/26/2021), Incident Type (133 Building fire), Station (1), Incident Action (empty), and Original CAD Address (304 25TH STREET CT NW Washington). The 'Location Details' section includes fields for Zip Code (53102), State (IA), City (Des Moines), Box (empty), Location Type (empty), 1 - Street address (empty), and 2 - Street address (empty). The form also includes a 'Get Zip Code' button and a 'Non Emergency' checkbox.

and processes all aspects of a fire report. The base information from the report is collected from the CAD and then seamlessly loaded into the FireWorks system for completion by the user. Both NFIRS & ePCR are combined in one report for timely and seamless reporting.

FireWorks enables the agency to document preplan survey information needed at the time of an emergency. The preplan module can be accessed separately and set up for company inspections for firefighters to document important/tactical aspects of the property. Inspectors also have access to this same data. The Preplan system accepts many forms of file attachments such as .jpeg, .pdf, .txt, or even Visio drawings of floor plans as attachments to a Google map diagram of the location. Critical data such as emergency contacts, exposures, fire protection system and other information. Records are time stamped as required for ISO purposes to prove the integrity of your pre plan inspection program. FireWorks provides a tool for calculating the OVP score and the needed fire flow based on the perimeter of marked buildings. Preplan also allows the view of all inspections that took place at the location and all incidents. See screenshots under fire inspection section for Preplan views.

Access to preplan from the map view or through Response Mode will allow this vital information to be shared with the Counties Mutual Aid partners like Pasco, Polk, Plant City & Temple Terrace.

## Preplan Module



**Response Mode:** Puts powerful response information at your fingertips.



FireWorks has a robust fire inspection module that enables the prevention team to perform inspections in the field and electronically send the report to the property owner while in the field. The inspection system manages the dates for annual/periodic inspections as well as re-inspections.

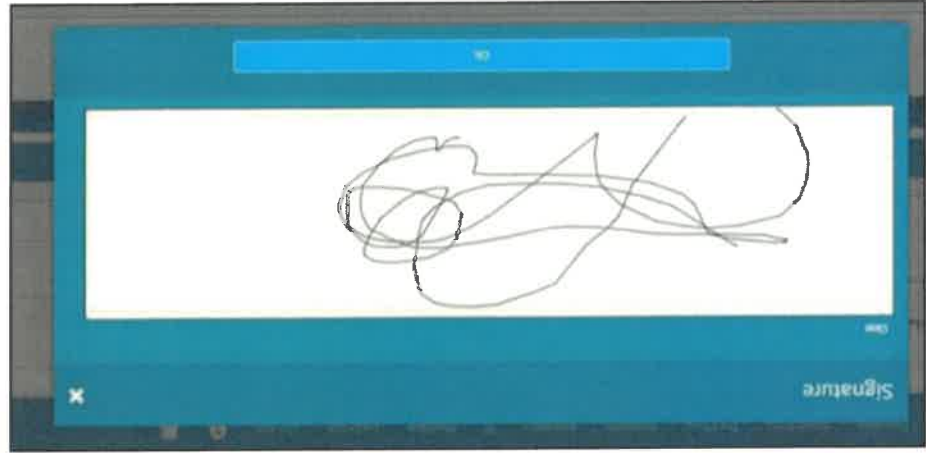
Visual data analytics enable the fire marshal to view the status of all inspections by inspector, by occupancy, and if using our incident reporting system, the system has the ability to tie inspections to incidents.

FireWorks enables the inspector to reference a table of codes loaded into the system as well as add additional comments and even pictures of the violation can be included when the report is emailed to the business or property owner. The FireWorks occupancy module facilitates the tracking of building owner information including more than one contact name, address, phone number and email address.

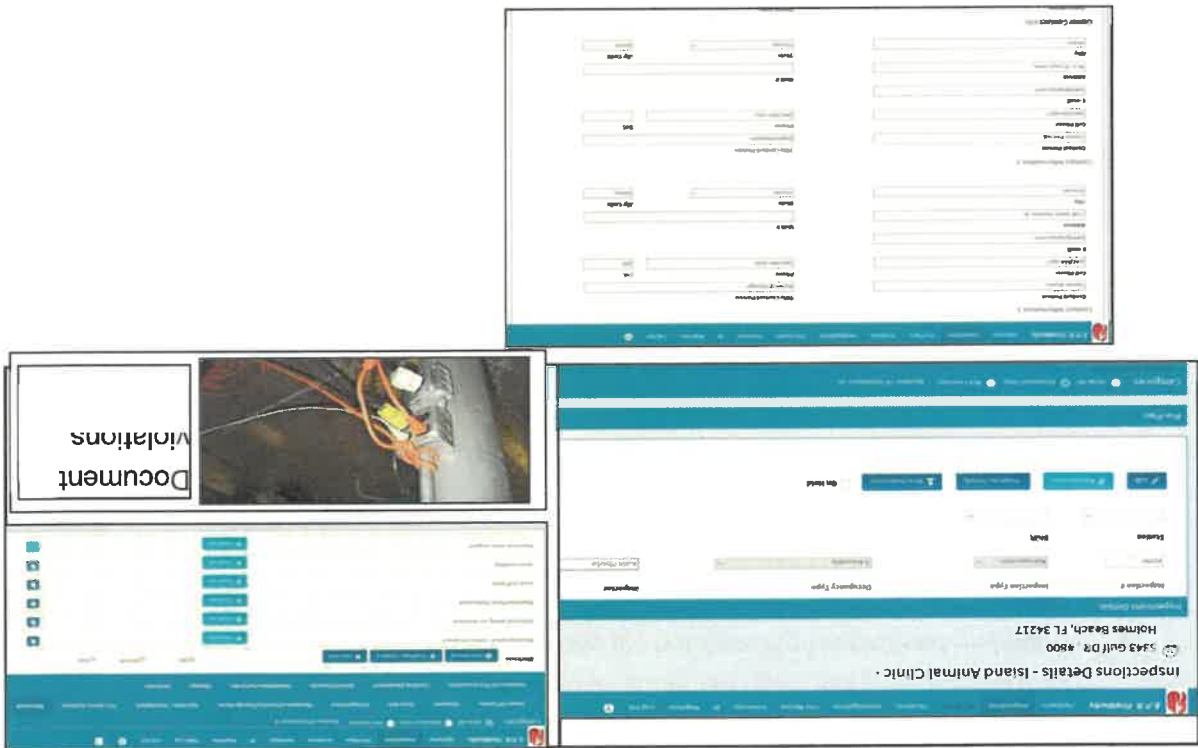
Maintain up-to-date email and phone contact information for business and emergency purposes. Email inspection report from the field.

## Inspection Module





Signature Capture: Before leaving the premises, the fire inspector may discuss the violations with the owner or manager and request acknowledgement by capturing their signature. This signature also becomes part of the inspection report as well.



A bill in the field can be generated and emailed at the completion of the inspection report as well as include any forms or letters. A copy of the completed preplan report is produced in PDF and can be emailed to anyone including surrounding jurisdictions for mutual aid purposes.

Code References/Supporting Documentation: FireWorks allows for the fire department to upload various forms of documentation so that it is available in the field to your fire prevention team while conducting inspections. References to current and past fire building code sets, local county ordinances, state codes or any other reference materials needed, if available in PDF format, can be uploaded and referenced at any time. EPR partners with both NFPS & ICC for up to date code reference in the system.

Preview

Send Email

Send Upon Submitting Inspection

Add Email

Email Letter

Remark in Letter

Remark for Email Body

Staff List

Mailing List

Letter Description

New Inspection Letter

Current Inspection Due Date

01/24/2025

Letters & Additional Forms

Violations History

All Inspections / Current Inspection

1

Inspection #	Inspection Type	Date	Category	Description	Status
23472	Reinspection	01/24/24	Exit Alarms	Exit Alarm device is out of service for repairs. The door is open and the alarm is not sounding. The door is open and the alarm is not sounding.	1
23472	Reinspection	01/24/24	Fire Alarm	Fire Alarm device is out of service for repairs. The door is open and the alarm is not sounding. The door is open and the alarm is not sounding.	1
23472	Reinspection	01/24/24	Fire Alarm	Fire Alarm device is out of service for repairs. The door is open and the alarm is not sounding. The door is open and the alarm is not sounding.	1

Show All Violations

Automatic management of re-inspections: FireWorks automatically manages not only annual/periodic inspections (on a predetermined schedule upon which the department determines), but it also manages re-inspections for outstanding/unresolved violations. Fire inspectors also have access to the history of visits at the premises including the prior reports.



The screenshot displays the Risk Assessment tool interface. At the top, the 'Risk Rating' is 'Moderate' and the 'Risk Score' is '25'. Below this, a calculation is shown:  $8 \times 10 \times 3.11 \times 2 = 1.1$ . The main table lists various risk factors and their values:

Property Details	Contact Info	Risk Assessment	HazMat	Permits	Property Log	Attachments
Building	Exposure Separation	Type Of Construction	Height	Access	Building Size	
101 +	6.1 - 100'	Type I: Fire-Resistive	1 - 2 Stories	All Sides	0 - 7,500	
3.1 - 60'	Type III: Ordinary	3-4 Stories	5 - 6 Stories	Any 3 Sides	7,501 - 15,000	
1.1 - 30'	Type IV: Heavy Timber	7 - 9 Stories	7 - 9 Stories	1 Side Only	15,001 - 25,000	
0' - 10'	Type V: Wood Frame	10 + Stories	10 + Stories	Extra Ordinary Effort	25,001 - 40,000	

Using the risk assessment (O/VAP) scoring tool within the Preplan module, easily identify all occupancies within your jurisdiction. Needed fire flow for each property is also calculated. Maps are updated within a second to easily display all the assessments on a Google map layer. Risk assessments can be easily viewed in map form. Figure below shows filtering of maximum risk properties located within a fire district. From clicking on a data point, you can start an inspection or preplan.

## Comprehensive Community Risk Assessment Module

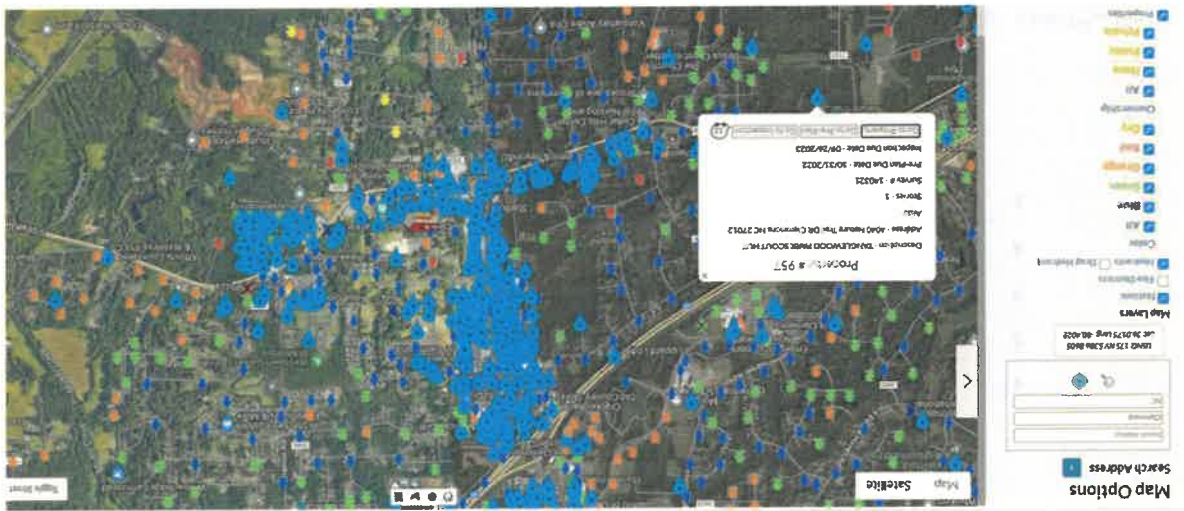
[illegible]

### General maintenance of hydrants



FireWorks has multiple options to schedule general maintenance or flow testing.

### Hydrants Maintenance and Testing



Hydrant map view



Flow testing and reporting



- Interfaces with most current medical devices (Lifepak15, Zoll, Philips)
- QA/QI functionality and accountability
- Internal messaging
- Hospital portal
- Export for billing
- HIPAA compliant
- Allows for various attachments such as forms and disclaimers
- Offline mode when internet is unavailable
- Easy signature with capture capabilities
- Robust analytics and mapping on all incidents and data captured in the system

Features include:

EPR MedicWorks is our electronic Patient Care Reporting (ePCR) platform that enables EMS and firefighters to function in the field to capture and collect all pertinent patient data required for NEMSIS 3.5 reporting. MedicWorks also creates the companion NFIRS report simultaneously, eliminating the need to log into two different reporting systems which improves efficiency and eliminates redundancy.

We know accurate ePCR is a critical part of first response and MedicWorks is unrivaled in reliability and integrates seamlessly with FireWorks and LMSWorks. Your department will have the ability to customize the software based on the level of service your department provides. For example, ALS medications will not be visible to BLS departments.

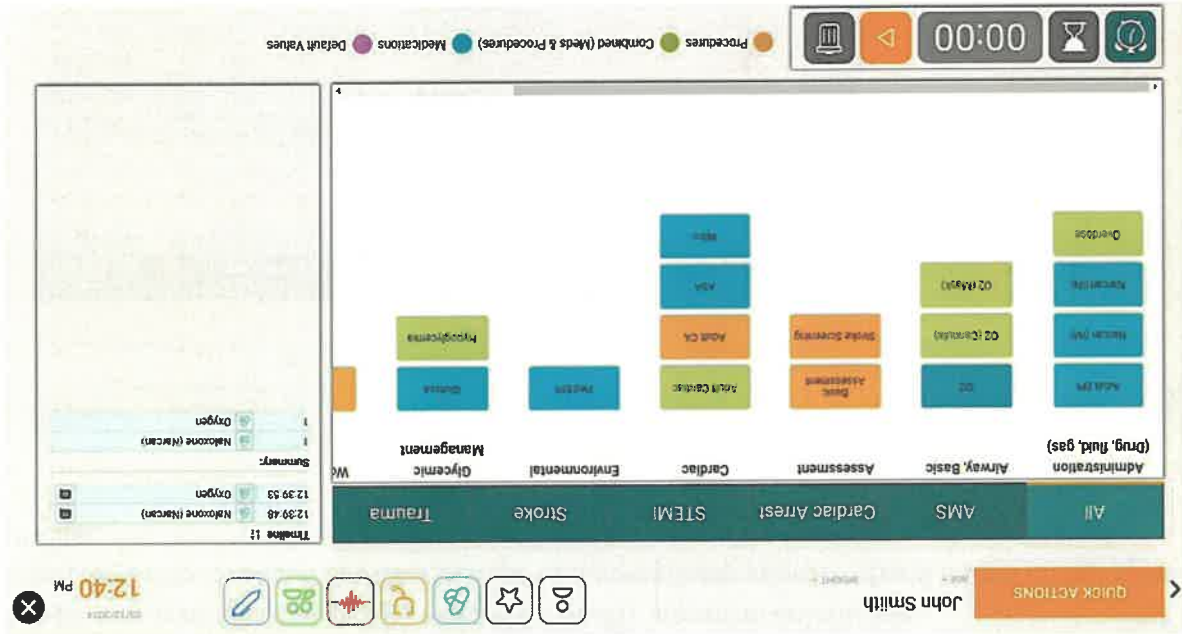
## EPR MedicWorks



## Scenarios selection screen



## Quick Options Selections



We possess extensive experience in data migration, ensuring smooth transitions from legacy systems to new platforms. EPR Systems manages all aspects of legacy data integration and platform transitions, simplifying the process for our customers. Additionally, we welcome all third-party data sources to facilitate a seamless transition.

Legacy Data

- Ability to integrate with third-party scheduling software to populate daily ride list (Aladtec)
- All personnel access to sign into system
- Multiple access levels

Personnel/Daily Roster/Daily Activity

Incident Date	Shift	Dispatch Time	Status	Complete Date	Complete By	Review Request	Review Requested By	Review Date	QC Status	Validation Summary	QC Warnings	QC Errors	QC Attachments
08/01/25 - 23:25	E110	23:22	Draft			Yes	Will M.	09/01			0	5	11
08/01/25 - 23:25	E110	23:22	Draft			Yes	epi ad.	09/13			0	2	9
08/01/25 - 23:25	E110	23:22	Draft			No					0	4	6
08/01/25 - 23:25	E110	23:22	Draft			No					0	3	20
08/01/25 - 23:25	E110	23:22	Draft			Yes	Jeff J.	01/23			0	4	10
08/01/25 - 23:25	E110	23:22	Draft			No					0	5	16
08/01/25 - 23:25	E110	23:22	Draft			No					0	3	18
08/01/25 - 23:25	E110	23:22	Draft			No					0	4	5
08/01/25 - 23:25	E110	23:22	Draft			No					0	3	3

Robust fully customizable Quality assurance quality improvement module  
Allows for protocol based QA/QI with logic to automatically approve charts based on agencies policies.



## Activities Tracking Daily Log

FireWorks has a journal/activities tracking capability within the administrative desktop user interface as well as the mobile user interface. All dispatched calls can be viewed by clicking on the admin ribbon and provide the ability to track time spent as well as personnel involved or assigned on user-defined activities such as "public education," "meetings," "visitors to the station" or other user-defined activities. FireWorks provides a means to record the activity and produce reports after the fact. This feature will enable a station to produce a report for hours and personnel involved in "public education" efforts for a predetermined time for example.

## Dashboards

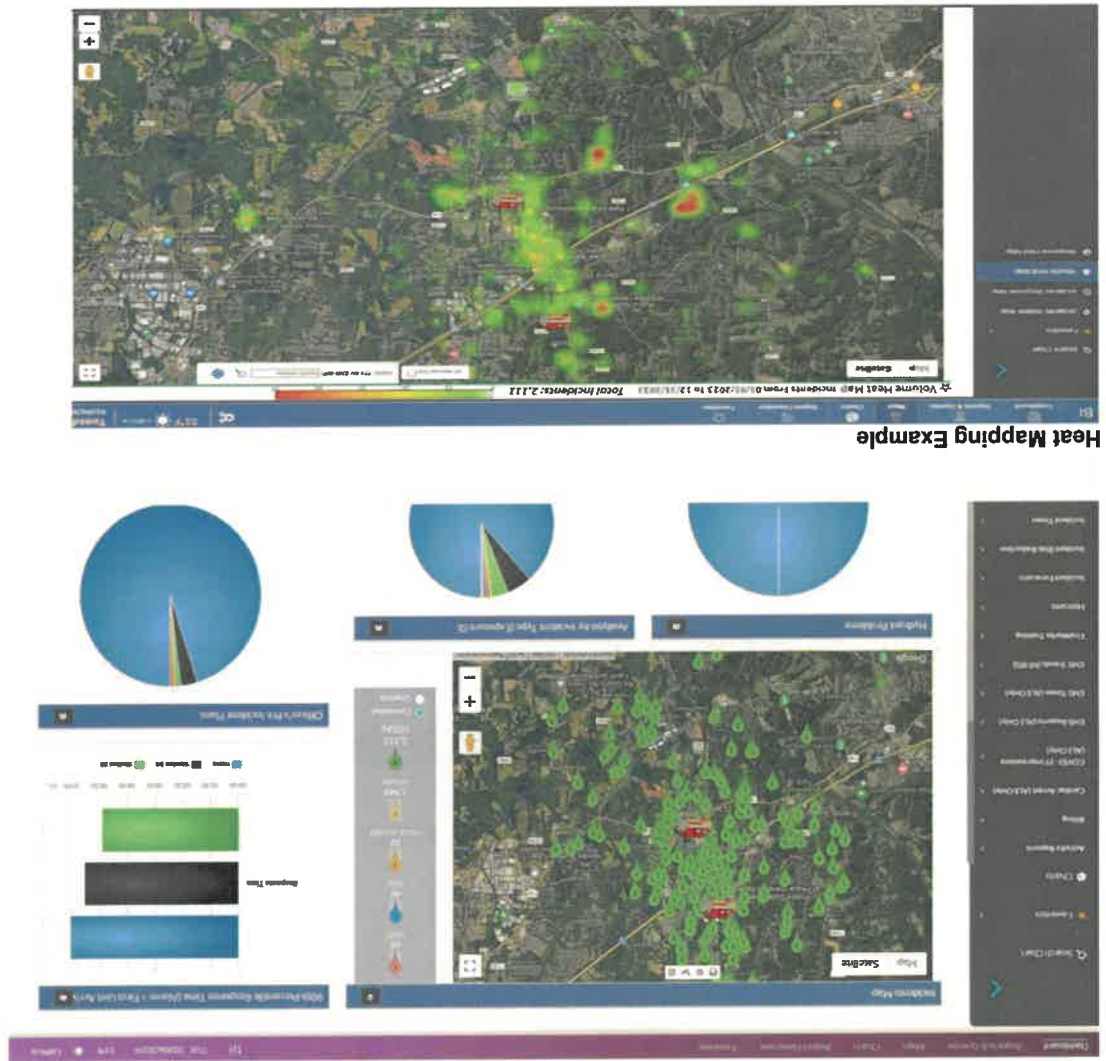
FireWorks allows departments to build custom dashboards per user.



## Scheduling/Personnel

FireWorks has a "Roster" personnel scheduling module built in the platform that enables admin to schedule staff and duty assignments on a repeating pattern now and into the future. FireWorks integrates easily with third-party applications such as TeleStaff, Aladtec, and CrewSense for advanced scheduling needs.

Heat mapping example

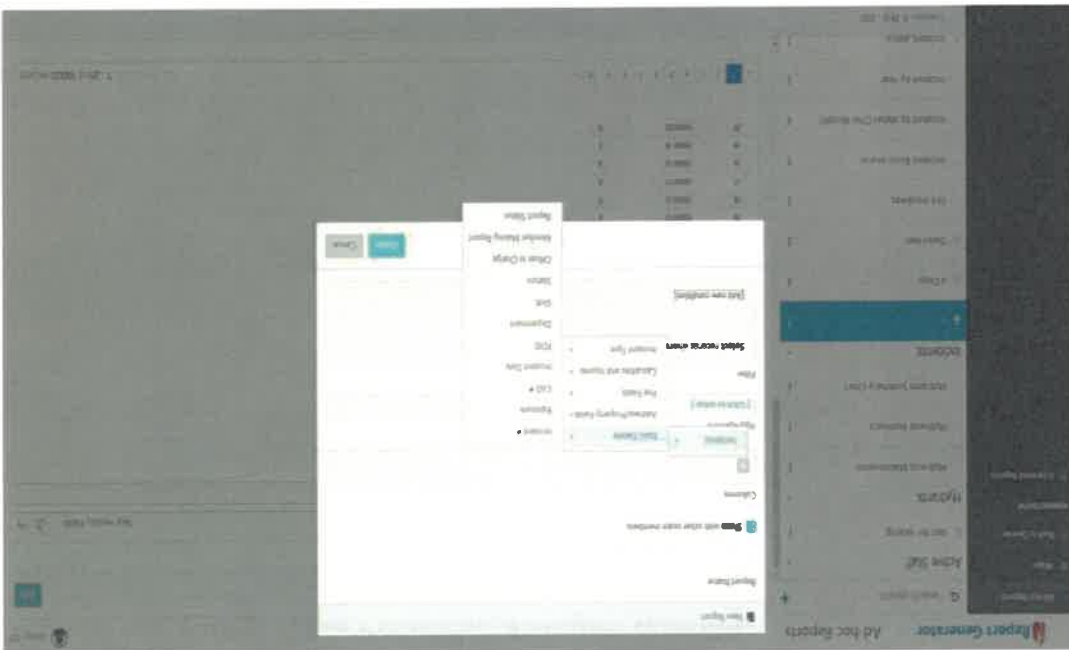


**Analytics and Reporting**

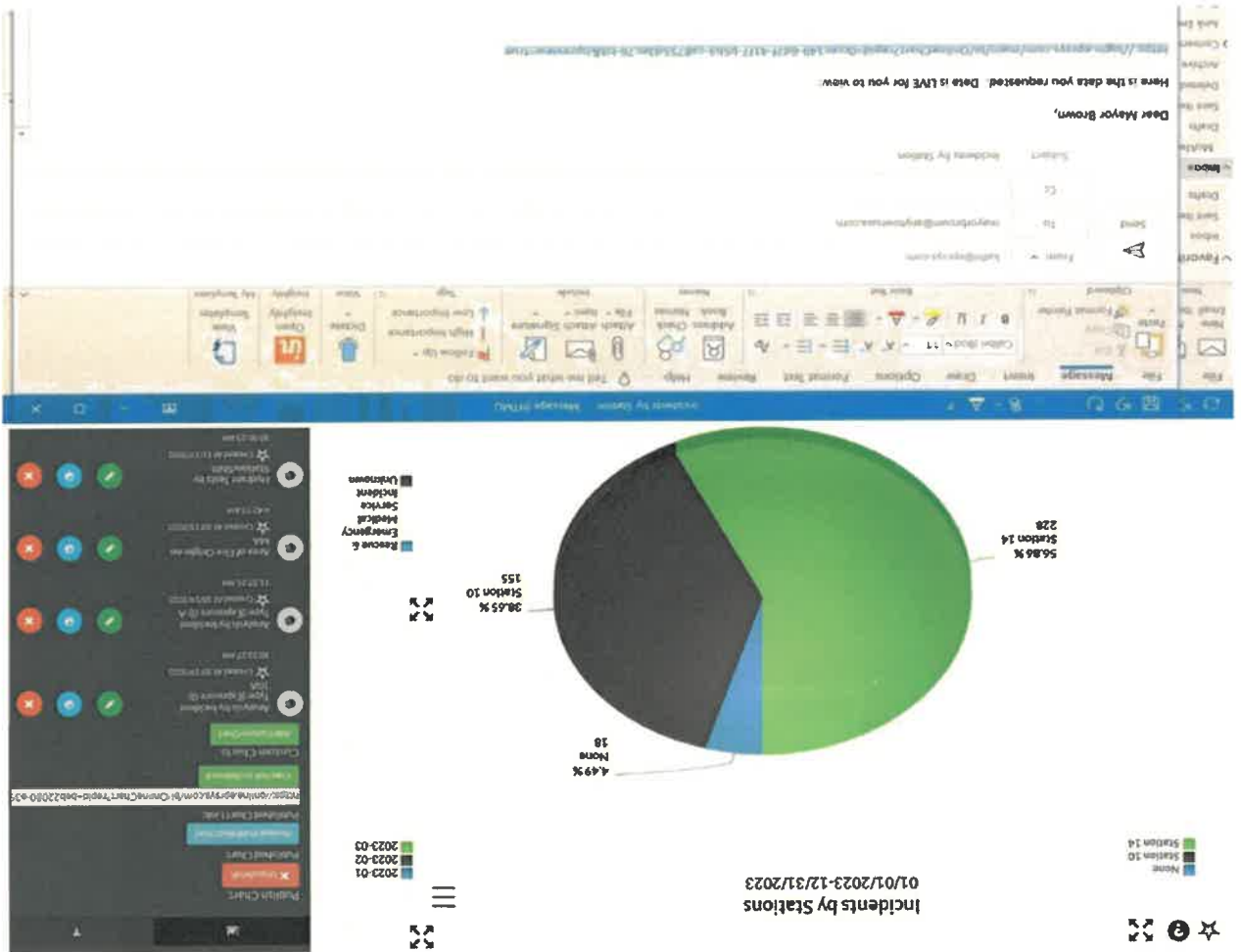
EPR has a powerful business intelligence tool that will provide the department with instant data including access to over 250 pre-built reports with the ability to custom build reports that fit the department's needs.



Ad-hoc reporting example



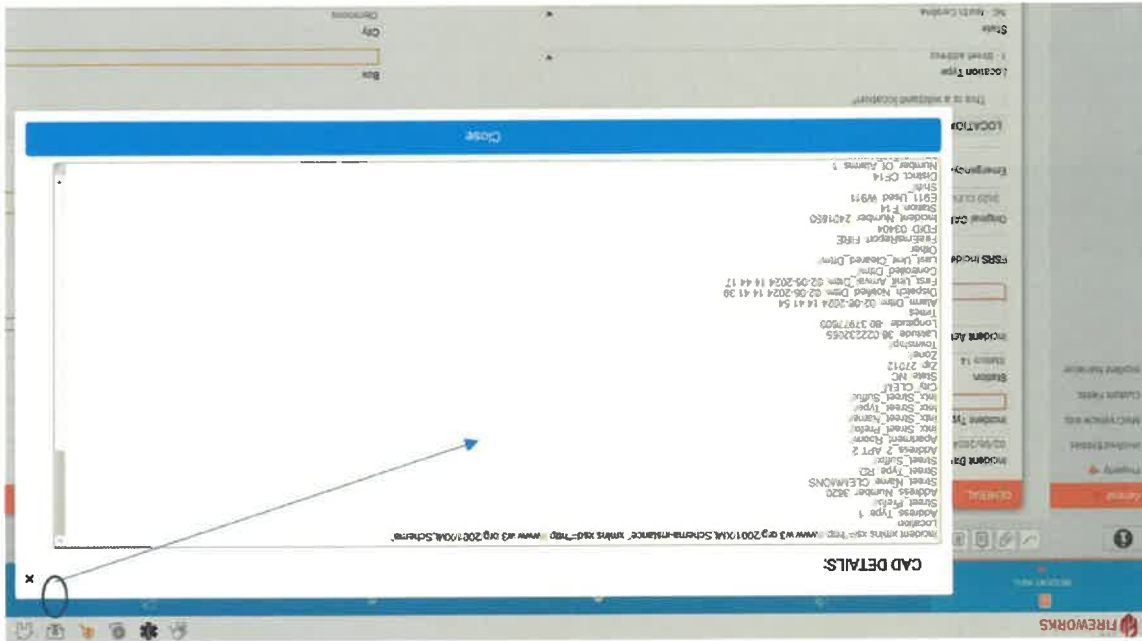
# Fire Department Public Data Portal/Information Sharing



FireWorks allows you to publish analytical charts for public viewing on the City's website or through email communications, where the public link email can satisfy public records or management requests.

## Computer Aided Dispatch (CAD)

EPR has established relationships with many CAD providers. We are confident this will be a seamless transition for the Hillsborough County Fire Rescue. Standard data from the CAD is passed to the FireWorks report but is also available for viewing when completing the RMS report. The user clicks on the CAD details icon to open the CAD notes panel. With FireWorks CAD integration, preplans are pushed via text to department cell phones recorded by the CAD operator as well as available from the main incident screen of the FireWorks mobile software. Any information regarding the premise in the FireWorks database is available at the time of the CAD call. A history of all inspections and incidents is also available from the preplan screen.



Incident #	Address	Type	Station/Shift	Date	Time	Go To	Station
240000272	3620 Chennons Rd Chennons		Station 1-A/A	02/06/24	14:11:54		Station
240000271	6061 Gun Club Rd Winston-Salem	111	Station 10/A	02/06/24	08:29:20		Station
240000270	7735 FAIR OAKS CV Chennons		Station 10/C	02/06/24	06:47:04		Station
240000269	6024 Springdale Farm Rd Chennons		Station 10/C	02/05/24	15:02:44		Station
240000268	7900 DALL RD Chennons		C	02/05/24	17:16:39		Station
240000267	6715 HILLYARD CT Chennons		Station 1-C/C	02/05/24	13:54:05		Station
240000266	1165 S Peace Haven Rd Chennons		Station 10/C	02/05/24	13:26:35		Station
240000265	2953 Camber Ln Winston-Salem		Station 1-A/C	02/05/24	12:00:25		Station

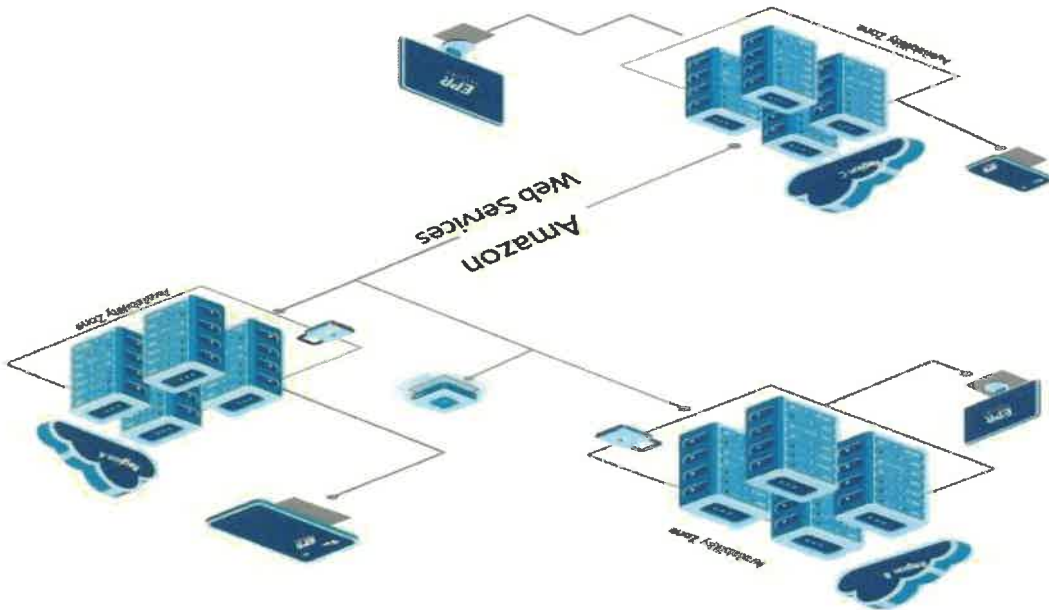
EPR continuously makes improvements to the software and we have an aggressive roadmap that addresses our ever changing environment. We would be more than happy to share our roadmap should we be awarded the contract. We hope this is understood by the County, as this is public information.

## Product Development Roadmap

FireWorks is an AWS cloud-based solution, with browser user-interface. All supported up-to-date browsers are compatible, while Google-Chrome is recommended. Chrome enables best user experience, with minimal drain on the network resources.

The utilization of AWS CloudFront, allows efficient access to the solution, regardless to the physical location of the user. Mobile wireless connectivity will suffice for operations in the field with as low as 5mps, though for the highest resolution and experience, connectivity of 100/100 provides the best experience. Additionally, Offline functionality is available, with a complete streamlined workflow.

EPR is an ESRI Silver Partner.



## TECHNICAL CAPABILITIES

## Hardware

The only requirement is internet access, and no specific hardware is required. EPR does not supply hardware. The platform is device agnostic, for best in field performance a device with internet connection is recommended.

Connection to the solution requires an internet connection, the higher the speed the better the experience. EPR utilizes load balancers to maintain the highest performance during high peak times.

## Third Party Integrations

EPR has many 3<sup>rd</sup> party integrations including:

- Inform CAD
- Central Square
- Motorola
- Mark 43
- ProPhonix
- Eleavon
- Handtevy
- Pulsara
- Digitech
- EMSMC
- Essential Personnel
- And many more

## Infrastructure and Hosting Security

EPR infrastructure and servers managed by Amazon secure data centers (AWS). There is no 3<sup>rd</sup>-party access required. Data / artifacts are not leaving the customer's private environment. Amazon's data center have been accredited under:

- ISO 27001
- SOC 1 and SOC 2/SSAE 16/ISAE 3402
- (Previously SAS 70 Type II) PCI Level 1
- FISMA Moderate

## → Sarbanes-Oxley (SOX)

### Network Security

Network firewalls built into Amazon VPC, and web application firewall capabilities in AWS WAF let us create private networks, and control access to our instances and applications. AWS firewall monitors incoming and outgoing traffic from the servers, allowing or blocking data based on predetermined security rules.

One of its common uses is to establish a secure separation between a trusted internal network and an external network or the internet. We use the Amazon Application Load Balancer (ALB) to protect the system portal from malicious attempts and Denial-of-Service (DoS) attacks. The load balancer distributes incoming application traffic across multiple targets, such as EC2 instances, in multiple Availability Zones. This increases the availability of our application and blocks DoS / DDoS attempts.

### Recommended modules

EPR recommends both FireWorks RMS and LMSWorks LMS systems to provide a complete, integrated records and learning management platform.

### Software licensing model

FireWorks, LMSWorks and MedicWorks are priced per department size allowing for unlimited users in the system

### System configuration

(network, hardware and software requirements)

EPR's software is a SaaS solution, meaning it is accessible on any internet-enabled device, from tablets to smart phones to computers. It serves from Amazon's cloud computing software and requires no software or hardware other than the user's device to access.

### Data security practices

Regarding the identity management, we have modeled our identity management, based on the security guidelines, dictated in the standards: ISO27001:2013 & ISO27799:2008 – Data security in Development and support of systems, for Health service Sector. This correlates with the AWS readiness to GDPR -

- All login credentials are unique, even between DBs.
- All passwords are encrypted, on the client [passwords trafficked encrypted]
- Initial password is temporary. Initial log in forces password update.
- "Forgot password" mechanism is personal text message based.
- Unsuccessful logins, locks the user account, pending admin password reset.
- User logins are recorded in system log.
- Successful login validates the user's permissions, entitling relevant access.
- SSO through Microsoft Azure is available

For the implementation of secure Identity and Access Management:

## Risk Mitigation and System Security Practices

<https://aws.amazon.com/blogs/security/all-aws-services-gdpr-ready/>



# OUR PROMISE

## SERVICE LEVEL COMMITMENTS

Our AWS implementation is multi-tenant with .net tools for interfaces, while development environments vary by project from Angular10, Microsoft Visual Studio to Microsoft SQL Management Studio. Developers use the GitHub system as configuration management and source control infrastructure platform. Access to GitHub is done with credentials and in accordance with relevant projects. Upon closure of the release, it is packed and stored in a secured server, passed to quality assurance to be tested in a dedicated test environment. Upon successful completion of tests, the release is officially launched. Source code on GitHub is backed up on a regular basis. End-to-end development lifecycle is backed up and secured by GitHub as the main working tool. During implementation and validation various techniques are being used:

- ➔ Manual code review, done by the Senior developer in each field: Server, Android, iOS, DevOps (Scripts)
- ➔ Ensuring successful pass of builds including automatic tests on sets of images (comparing the results to expected results)
- ➔ Verification (QA) team:
  - ◆ Run progression and regression tests according to requirements and implementation
  - ◆ Run load and performance tests
  - ◆ Check client/server secured connectivity tests (user and password authentication, certificate-based authentication and authorization)

### Customer support model

We provide 24/7 customer support for all customers.

### Post implementation support model

Any post-implementation related issues that arise after launch/go-live, we provide necessary support 24/7 to all customers.

### System warranties

FireWorks, LMSWorks and MedicWorks are cloud-based software services and warranties are related to uptime, which is 99

## Ongoing maintenance and updates

Any platform maintenance and updates are performed at the cloud/server level and are performed at low peak operating times to have minimal impact on users.

## Support staff maintaining the system

Servers and uptime are managed by EPR Systems support staff 24/7.

**Server Uptime: 99%**

## System's high performance and availability profile

The 3rd parties embedded solutions include:

- ➔ AWS platform and tools, providing cloud infrastructure
- ➔ Google maps, providing data geo-coding
- ➔ Waze, provide turn-by-turn navigation
- ➔ ClearImage Driver License Reader, providing driver license barcode data
- ➔ TrafficLand, providing traffic light camera pictures
- ➔ Elavon, providing on-line credit card clearing

Additionally, external interfaces are supported, to seam line the workflow, including:

- ➔ CAD data integration with multiple CAD providers
- ➔ Scheduling systems, importing rosters and crews positions with multiple providers
- ➔ State and national NEMESIS 3.5.0 EMS data validation
- ➔ EMS billing providers
- ➔ Integration to medical devices, importing vital signs, events EKG graphs and pictures.
- We support integrations with Stryker physio, ZOLL and Philips, including importing live data while the device is connected to the patient
- ➔ Data points export to ARCGIS

Remote and satellite vehicle multi-location operation: Users can access the platform 24/7 via any device at any location with an internet connection.

## METHODOLOGY

### Implementation Requirements

A more detailed Microsoft Project schedule will be provided after a contract is signed and prior to the project kickoff meeting. Projected implementation dates and guidelines can be adjusted as well. Additional time is built into the schedule to allow for a two-to four-week delay if the Hillsborough County Board of County Commissioners needs additional time to mobilize.

- EPR's migration team is expert at data conversion and migration and familiar with not just individual interfaces, but how all data feeds work together inside FireWorks
- The Hillsborough County Board of County Commissioners and Hillsborough County Fire Rescue can test system functionality during the setup phase. At the discretion of the Administrator, FireWorks can initialize the database prior to go-live to clear test data entered during the test phase
- EPR's support team is available for the implementation life cycle from planning, integration, testing to go-live launch
- Production migration is available throughout the process and after go-live
- Ongoing support is provided via phone or email after implementation for any integrations, customizations, and questions.

### Training

Training and documentation for the following areas is provided:

- Overview training of the entire application.
- Technical training, which includes configuration, maintenance, etc., focused on super users, managers, system administrators and IT staff.
- Train-the-trainer sessions
- A robust knowledge base is included inside FireWorks.
- Periodic webinars offered for new features at no additional fee.
- Post-launch training and refresher training is available at no additional fee.
- Documentation for end-user training is accessible through the system.

### Timeline

Project plan timeline from contract signing to go-live we expect to be approximately ninety (90) days or less. EPR will make accommodations for Fire-Rescue's and staffing and scheduling

For every new contract, EPR provides on-site training to customers of all EPR modules. FireWorks has a robust knowledge base built into the software that provides access to FireWorks-specific training on demand 24/7. EPR caters training to each user's needs including instructional materials, media presentation devices, presentation media and be provided in digital format. Instructors provide on-site training at the convenience of our customers followed by ongoing support and training as needed. We provide customer's permission to reproduce materials for purposes of training staff on FireWorks with respect to EPR's copyrights of said materials. There is no additional fee for training related to FireWorks Records Management System software during implementation or after launch of the system.

Training Requirements

Activity/Milestone	EPR	City	Effort Level for the City
Project Kickoff Meeting	YES	YES	Low
Configure, SaaS System Setup	YES	YES	Low
Data Migration and Interface Setup	YES	YES	Moderate
Testing	YES	YES	Moderate
Production Launch – Go-live	YES	YES	Low

Milestones

Based on prior EPR municipal customers, the below chart provides general implementation activities and milestones, vendor and staffing involvement requirements, level of effort for Fire-Rescue or staff. Overall duration is dependent upon the city's needs and availability. as possible for everyone. Our goal is to work side-by-side to make the implementation process as seamless availability.

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(continued)

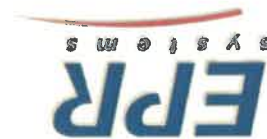
#	Item & Description	Product Type	Qty	Rate	Amount
1	Fire Bundle Fire RMS Bundle includes- NFIRS, inspections, Pre-Plans, Properties, Hydrants, and Investigations.	Recurring Fee	1.00	75,000.00	75,000.00
2	Analytics/Reporting Platform	Recurring Fee	1.00	0.00	0.00
3	ALS ePCR Advanced Life Support (Transport) NEMSIS 3.5 Compliant ePCR	Recurring Fee	1.00	75,000.00	75,000.00
4	Cardiac Monitor Interface Allows for import of cardiac monitor data into ePCR-LifePAK	Recurring Fee	1.00	1,250.00	1,250.00
5	CAD Interface Allows for integration of CAD data into EPR. Additional fees from your CAD vendor may apply.-Infor	Recurring Fee	1.00	1,250.00	1,250.00
6	Other: Interfaces, maintenance, support,	Recurring Fee	1.00	0.00	0.00
7	Integrations EMSTARS, Bio spatial	Recurring Fee	1.00	0.00	0.00
8	Digitech Integration Platinum Partnership Billing Integration	Recurring Fee	1.00	0.00	0.00

EPR System USA Inc  
1016 LaSalle St.  
Jacksonville Florida 32207  
U.S.A

Bill To  
Hillsborough County Fire Rescue  
9450 E. Columbus Dr.  
Tampa  
33619 FL  
United States Of America  
FDID Number

Quote Date : 06 Mar 2024  
Reference# : RFP2424596  
One Time Total : \$6,000.00  
Recurring Total : \$152,500.00  
Valid Until : 04 Jun 2024

Quote # EPR-000368



COST ESTIMATE AND BREAKDOWN

9	Data Migration and Conversion Fire House, Emergency Pro, Raxar & Documed	One Time	1.00	0.00	0.00
10	Training and Implementation User end training-Onsite 5 Days	One Time	1.00	6,000.00	6,000.00
Sub Total				158,500.00	
Total					\$158,500.00

Notes

Looking forward for your business.

FDID#:

Accounts payable Contact & Email:

Terms & Conditions

EPR Systems is not responsible for third party fees. 3% uplift yearly.

Authorized Signature

REFERENCES

Polk County Fire Rescue  
Jennifer Huff | Deputy Chief  
Polk County Fire Rescue  
O.(863)-519-7308 C.(863)-393-6302  
[jenniferhuff@polk-county.net](mailto:jenniferhuff@polk-county.net)

Greater Naples Fire Rescue District  
Chris Wolfe | Deputy Chief  
FFCA SERP Alt. Region 6 Coordinator  
O.(239) 348-7540 C.(239) 229-9991  
[cwoolfe@gnfire.org](mailto:cwoolfe@gnfire.org)

Pasco County  
Josh Taylor | Division Chief-Technical Services  
O.(813)929-2750 x 2657  
[jtaylor@pascocountyfl.net](mailto:jtaylor@pascocountyfl.net)



## CONCLUSION

In conclusion, EPR is deeply honored to have had the opportunity to present our proposal in response to Hillsborough County Fire Rescue's (HCFR) Request for Proposal (RFP) for a comprehensive electronic records management system (RMS). As a trailblazer in software development tailored for local government entities, we are committed to innovation, excellence in customer service, and providing solutions that precisely meet the needs of our clients.

Our journey with HCFR has been one of understanding, collaboration, and shared vision. We recognize the critical importance of the responsibilities entrusted to HCFR, and we are fully committed to supporting the department in achieving its objectives with our tailored RMS solution.

Throughout this proposal, we have outlined our technical capabilities, expertise, and commitment to excellence. Our distributed team of professionals, strategically positioned throughout the United States, stands ready to provide personalized assistance and support to HCFR every step of the way.

EPR is excited about the prospect of partnering with HCFR on this transformative journey. Together, we can empower the department to achieve new levels of efficiency, effectiveness, and excellence in service delivery.

We extend our sincerest gratitude to HCFR for considering EPR as a trusted partner in digital transformation. We eagerly anticipate the opportunity to further discuss our proposal, address any questions or concerns, and demonstrate how our solution can add tangible value to HCFR's operations.

Thank you for your time, consideration, and the opportunity to contribute to the success of Hillsborough County Fire Rescue. We welcome a demo of our FireWorks platform at your convenience.

Warm regards,

EPR Systems, Inc. Team

Accepted by:

Total Annual Cost	\$158,500.00	\$157,075.00	\$161,787.25
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Description - ONE TIME IMPLEMENTATION COST	2024	2025	2026
Data Conversion & Cloud System Configuration - One time implementation cost	\$ -	\$ -	\$ -
Training - on-site training. One time implementation cost	\$ 6,000	\$ -	\$ -
<b>Annual Cost</b>	<b>\$ 6,000</b>	<b>\$ -</b>	<b>\$ -</b>

Description	2024	2025	2026
Fire Bundle	\$ 75,000.00	\$ 77,250.00	\$ 79,567.50
Analytics/Reporting Platform	\$ -	\$ -	\$ -
ALS ePCR	\$ 75,000.00	\$ 77,250.00	\$ 79,567.50
Cardiac Monitor Interface	\$ 1,250.00	\$ 1,287.50	\$ 1,326.13
CAD Interface	\$ 1,250.00	\$ 1,287.50	\$ 1,326.13
Other (Interfaces, maintenance, support)	\$ -	\$ -	\$ -
Integrations	\$ -	\$ -	\$ -
Digitech Integration	\$ -	\$ -	\$ -
Annual Cost	\$ 152,500.00	\$ 157,075.00	\$ 161,787.25

Comments or special instructions:

May 16, 2024  
Jenni Raspberry

April 16, 2024

1016 Lasalle Street  
Jacksonville, FL 32207  
Phone: 941-209-4357  
Bill To:

**EPR Systems USA Inc.**  
*We do IT all*

## Question Set 1: Proposer Requirements/Acknowledgements

#	Question	Response	Comment	Status
<b>Affirmations</b>				
1.1.1	Company Name	EPR Systems USA, Inc.		Complete
1.1.2	Federal Employer Identification Number (FEIN)	81-3675379		Complete
1.1.3	Name of person submitting the Proposal.	Jeff Jacobson		Complete
1.1.4	Title of person submitting the Proposal.	Director of Business Development		Complete
1.1.5	I represent that I am at least eighteen (18) years of age.	Yes		Complete
1.1.6	I represent that the printing of my name and the submittal of a Proposal is intended to authenticate this writing and to have the same force and effect as my manual signature.	Yes		Complete
1.1.7	I represent that I am either authorized to bind the Proposer, or that I am submitting the Proposal on behalf of and at the direction of the Proposer's representative authorized to contractually bind the Proposer.	Yes		Complete
1.1.8	I represent that the Proposer and/or its applicable representative(s) has reviewed the information contained in this Proposal and that the information submitted is accurate.	Yes		Complete
1.1.9	At this present time, we understand all requirements and state that as a serious Proposer we will comply with all the stipulations included in this Solicitation Document.	Yes		Complete
<b>The above-named Proposer affirms and declares:</b>				
1.2.1	Proposer affirms and declares that the Proposer is of lawful age and that no other person, firm or corporation has any interest in this Proposal or in the Contract proposed to be entered into.	Yes		Complete
1.2.2	Proposer affirms and declares that this Proposal is made without any understanding, agreement, or connection with any other person, firm or corporation making a Proposal for the same purpose, and is, in all respects, fair and without collusion or fraud.	Yes		Complete
1.2.3	Proposer affirms and declares that the Proposer is not in arrears to Hillsborough County upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to Hillsborough County.	Yes		Complete

1.2.4	Proposer affirms and declares that no officer or employee or person whose salary is payable, in whole or in part, from the County Treasury is, shall be or become interested, directly or indirectly, surety or otherwise in this Proposal; in the performance of this Contract; in the supplies, materials, equipment, and Services and/or Work to which they relate; or in any portion of the profits thereof.	Yes	Complete
1.2.5	Proposer affirms and declares that the Proposer has carefully examined the site where the Services and/or Work are to be performed and that, from the Proposer's own investigations, the Proposer is satisfied with the nature and location of the Project and/or Work to be performed; the character, quality and quantity of materials; the kind and extent of the equipment and other facilities needed for the performance of the Services and/or Work; the general and local conditions, all difficulties to be encountered; and all other items which may in any way affect the performance of the Services and/or Work.	Yes	Complete
1.2.6	Proposer affirms and declares that the Proposer has not altered the original Solicitation Document in any way and further understands that any such alteration of the original Solicitation Document may result in rejection of the Proposer's Proposal.	Yes	Complete
1.2.7	Proposer acknowledges and understands that Section 287.135, Florida Statutes, prohibits agencies and governmental entities from contracting with a company for goods and/or services that are One Million Dollars (\$1,000,000) or more, if such company is (i) engaged in business operations in Cuba or Syria, (ii) on the Scrutinized Companies that Boycott Israel List (created pursuant to Florida Statutes, Section 215.4725), (iii) on the Scrutinized Companies with Activities in Sudan List (created pursuant to Florida Statutes, Section 215.473), or (iv) on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (created pursuant to Florida Statutes, Section 215.473). Proposer hereby certifies that Proposer (i) is not engaged in business operations in Cuba or Syria, (ii) is not on the Scrutinized Companies that Boycott Israel List, (iii) is not on the Scrutinized Companies with Activities in Sudan List, and (iv) is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Proposer acknowledges and understands that pursuant to Florida Statutes, Section 287.135, the submission of a false certification may subject Proposer to civil penalties, attorney's fees and/or costs.	Yes	Complete
1.2.8	In addition to the Proposer's affirmations set forth herein, Proposer affirms and declares that Proposer is in compliance with Florida Statutes, Section 448.095 which, in part, requires all Contractors and its Subcontractors to register with and use the United States Department of Homeland Security's E-Verify system for all newly hired employees, and requires Contractors to obtain affidavits from its Subcontractors stating that the Subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Proposer acknowledges and understands that pursuant to Florida Statutes Section 448.095, the County is required to terminate the Contract if it has a good faith belief that the Contractor knowingly violated Florida Statutes Section 448.09(1); whereupon, the Contractor will not be eligible for award of a public contract for at least one year from the date of such termination.	Yes	Complete
<b>General Requirements</b>			
1.3.1	In the event an Agreement is executed upon the award of this Request for Proposal to the Proposer, the County will provide Successful Proposer with a copy of the executed Agreement, if applicable. The County prefers to provide the document via electronic mail (e-mail). However, if Proposer wishes to receive an original hard copy of the executed Agreement, it can be mailed. Indicate the delivery method desired.	Email	Complete

Proposer requests to opt out of payment from the County by direct deposit through the ACH electronic payment solution.	1.3.2	Note: If Proposer is already enrolled in the County's ACH solution for an existing contract/award, the Proposer will automatically receive payment using their enrolled solution in the event the Proposer is the Successful Proposer.  The Proposer's choice to opt out of payment by direct deposit through the ACH electronic payment solution will NOT be considered in the award of the Proposal.	Yes	Complete
Pursuant to the SPECIAL TERMS AND CONDITIONS that allows the Contract to be available to all government agencies, departments, and municipalities, does the Proposer agree to make the contract and Proposal prices submitted available to all government agencies, departments, and municipalities?  1.3.3 The Proposer's choice to make the contract available (or not) will NOT be considered in the award of the Proposal.	1.3.3		Yes	Complete
20 Questions		100.00% Complete		

Responses

Success: All data is valid!

Status		#	Item	Unit of Measure		Estimated Quantities	Numeric	Unit Price	Total Cost
Success: All values provided		#0-1	Total Project Cost		Job	1		\$ 158,500.00	\$ 158,500.00
Basket Total		\$ 158,500.00							
Grand Total		\$ 158,500.00							

1. Please see attached submitted quote and verify that your total proposal is \$158,500.00. If not, please clarify in writing.  
Please see attached updated pricing. EPR encountered a problem uploading the pricing file to Bonfire, support was contacted.  
2024: \$158,500.00 – 2025: \$157,075.00, - 2026: \$161,787.25
2. Please clarify whether or not EPR Systems can satisfy the requirements below:  
1.4.4.1. Download property database from Hillsborough County Property Appraiser's website complete with folio numbers. Separate one- two- family dwellings to exempt file. EPR has the ability to download and migrate the County property database. We sampled the data available on the public site and encountered no issues.
- 1.4.4.3. Report Archive shall be compliant with government standards for record retention. EPR is compliant with all government standards pertaining to data retention.
- 1.4.4.4. Rapid, easy access to historical data, replicate original reports if requested. EPR has a user-friendly search feature to accomplish this task.
- 1.4.4.13. Master Property file for sites that have multiple buildings under one owner (Apartments). EPR supports the ability to easily access, and view properties and buildings owned or managed by a single owner.
- 1.4.4.14. Master Property file for sites that have multiple buildings / suites but different business names (shopping plaza / business park). EPR supports property files that have multiple owners/suites etc. It is easily identifiable within the application.
- 1.4.5.2. The ability to add overlay datasets to be viewed in conjunction with the core GIS datasets. Should this functionality not be available the following datasets shall be required:  
1.4.5.2.1. US National Grid Overlay  
1.4.5.2.2. County / Municipal boundary line overlay  
1.4.5.2.3. USPS Zip Code map overlay  
EPR has the above layers available in the application.
- 1.4.6.7. The system shall be capable of prioritizing and assigning inspections to inspectors by ZIP code while in the field.
- 1.5.3. EPR has several ways of assigning inspections to inspectors including zip codes.
- Ongoing Support  
1.5.3.1. Describe the method of providing telephone support, online & chat support. Include location, organizational structure, and level of capabilities of support staff. If you have more than one location, detail the area, hours, and level of support for each location. Indicate whether support is provided by a dedicated representative, or a "help desk". Include documentation of the typical hold time for an initial support call, as well as how many support calls are typically resolved during the initial call. Include response times for the following severity levels:  
EPR provides 24/7 support via email & phone. Initial calls are answered by tier 1 & tier 2 support staff members. Tier 1 & 2 staff resolve over 80% of requests during the initial call.  
Level 1: Production down  
Level 2: System is up but performance is degraded. A workaround may or may not be available.  
Level 3: System is up. Only one area/module/program is affected;  
Level 4: System is up and all major functions are working as designed.  
Relates to an inquiry, enhanced capability, future enhancement, etc.  
Please see below answering 1.5.3.1.1 to 1.5.3.1.4

Level Description	Problem Severity
<p>Mission critical county business process(s) unable to function - The System is not functioning and there is no workaroud that is acceptable to the county, thereby preventing a department or workgroup from performing a mission critical business function(s).</p>	<p>Severity Level 1</p>
<p>Significant impact to Mission critical county business process(s) – A major problem impedes the ability to perform mission critical business function(s) due to major functionality not working. A temporary work-around that is acceptable to the county is available.</p>	<p>Severity Level 2</p>
<p>Not able to accomplish all functions - Minor function(s) not working causing non-critical work to back up.</p>	<p>Severity Level 3</p>
<p>Inconvenience – The System is causing a minor disruption in the way tasks are performed but does not stop workflow. Able to accomplish all functions, but not as efficiently as normal. May include cosmetic issues - especially in constituent-facing applications.</p>	<p>Severity Level 4</p>



Table 4: Service Level Standards Measure		Metric	Standard
Availability		System is available for use	99.95%
Performance		System response time	400 percent of response time during User Acceptance Testing
Problem Management		Severity Level 1 Problem Resolved	100% resolved within 1 business day
Severity Level 2 Problem Resolved		100% resolved within 2 business days	
Severity Level 3 Problem Resolved		80% resolved within 5 business days. 100% resolved within 15 business days.	
Severity Level 4 Problem Resolved		80% resolved within 30 business days. 100% resolved within 60 business days.	
Vendor Help Desk		Help Desk call wait time, during hours of support	At least 90% of Help Desk calls are answered in 2 minutes or less (a call pick-up system may be used). At least 90% of Help Desk emails are answered in 15 minutes or less.
Help Desk call busy signal		Less than 5% of calls, get a busy signal	
Support calls for Severity Level 1 and Level 2		Support call Severity Level 1 and Level 2 callback time less than 30 minutes	

--	--

**EPR**



EPR Systems is an international software company, in business for 22 years, providing innovative municipal solutions. Our customer service is unparalleled and is our #1 priority.

#### Company Qualifications and Reputation:

FireWorks RMS also provides unique Business Intelligence tools that graphically display all incident data in interactive charts and graphs. The NFIRS Analytics and BI tool produces many of the reports required by the ISO for an audit as well as CFAI Accreditation reports. This unique tool provides a dynamic dashboard that enables you to click from a visual chart and drill down to the actual incident including any pictures that were taken on the scene.

as well as rest services.

EPR is proud Silver Partner with ESRI/ArcGIS allowing integration from agencies ArcGIS account

The FireWorks solution incorporates the latest state-of-the-art technology and best of breed features available on the market. Unique features to the FireWorks system include the ability to view a map from a birds-eye view of the incident or inspection right from your mobile device. The map view provides the ability to turn on the color-coded hydrant layer on the interactive map. This enables your first responders to see the location before they even arrive to the emergency. Color coded map views of properties according to Risk Assessment are also unique to EPR's solution.

sharing capabilities.

EPR's FireWorks Response Mode puts critical data at the responder's fingertips. Including built in Waze & Google navigation, ESRI Mapping, Pre-Plan data, Hydrant data, DOT Camera integration & much more. All of this data is available to all mutual aid partners through EPR's unique data

EPR also provides all platform customization and report writing at no additional cost.

Authentication and SSO through Microsoft Azure.

System that has built in educational content from Jones & Bartlett Learning as well as Dual Factor Solutions with no required effort from the customer. fully customizable Learning Management

Proprietary to EPR is our direct Fire Marshall and EMS billing feature that brings data into Billing mobile solution works on any smart phone, tablet, or iPad (iOS or Android).

EPR's Fireworks software provides a turnkey, customizable, stand-alone solution specialized for Fire/EMS operations that provides unique features for public safety personnel in the field. The management software solutions for Fire and EMS Agencies. All under a single database.

EPR Systems USA provides unique cloud-based NEMIS and NFIRS compliant records

To Whom It May Concern,

October 31, 2023



EPR is a source for these all-in-one management features.



- SAAS model; hosted in AWS Cloud
- Built-in ISO and Accreditation Reports
- Integration with other vendors including CAD
- Mobile version accessible from any tablet, iPad, smart phone (iOS or Android)
- NEMSIS 3.4.0 compliant ePCR reporting module
- Driver's license scanning into ePCR
- CAD alerts/incident address linked directly to completed Preplans
- Interface to third-party cloud-based service for Fire personnel scheduling
- Inspection module based on NFPA guidelines making reporting simple, and efficient.
- Partners with ICC and NFPA making code sets available within the platform
- OVA-P scoring to identify RISK assessment of properties within your jurisdiction
- Electronic reports can be sent from the desktop, or from the field to the business owner and navigation.
- Mobile inventory module for regular checks of vehicles, gear and other locations
- Color-coded hydrant overlay on map allows fire personnel to add hydrants or easily mark hydrants out of service
- Graphic report generator for user defined reports
- Mobile Pre-plan system with interactive mapping and navigation
- NFIRS 5.0 compatible
- Property and occupancy module
- Upload and attach photos and other file types
- US National Grid map overlay
- County boundaries overlay
- False Fire Alarm reporting and billing
- Heat Maps by Incident and Response times
- Dynamic mobile Business Intelligence module
- Hydrants and Pre-Plans can be assigned and then automatically rolled to the next shift
- ESRI integration from both an ArcGIS account as well as a rest service
- Two-factor authentication
- SSO with Microsoft Azure
- Hydrant and Pre-Plan sharing during Response
- Sharing response personnel between agencies in NFIRS report
- County-Wide user management console
- Integrated NFIRS/NEMSIS reports
- Integrated Hydrants, Pre-Plans, Inspections, Incidents
- Cameo Integration
- Hospital Portal for ePCR access by destination facility
- Internal Messaging
- Scheduled reports by email
- Personal Inventory Module
- Proprietary LMS System
- Fire/ALS/BLS/HR training content provided by the Public Safety Group.

Very truly yours,  


Jeff Jacobson

Director of Business Development

Our one stop shop approach to NFIRS, NEMSIS and Education reporting as well as robust modules for inspections, preplans, hydrant, Learning Management and analytics makes FireWorks software a innovative solution for today's modern Fire Service. Our cloud-based software hosted in the secure Amazon Web Services Cloud allows for access and functionality across all smart devices and popular browsers.

Please contact us at (941)-328-3239 if you have any questions regarding our solutions, service or support.





Procurement BU

BOCC-BU  
PO BOX 1110  
TAMPA, FL 33601  
Hillsborough  
UNITED STATES

Supplier  
EPR SYSTEMS USA INC  
1016 LASALLE ST  
JACKSONVILLE, FL 32207 Duval

Notes USD = US Dollar

This blanket purchase agreement (BPA) is for the sixty (60) day implementation period only or until software system acceptance is issued by Hillsborough County Fire Rescue (HCFR).  
In accordance with RFP-24-24596, Electronic Records Management System  
Awarded by the BOCC on June 5, 2024.

Department: Fire Rescue  
Department Contact: Matthew Shrader, 813-307-4473, ShraderM@HCFR.gov

Customer Number	Account	Supplier Number	Payment Terms	Freight Terms	FOB	Shipping Method
1339450			Net 30	Freight Included	FOB - Destination	
Confirm To						

Start Date	17-JUN-2024
End Date	15-AUG-2024
Segarra Jr, Israel Lorenzo	Phone 1-813-272-5636

Agreement	224300691
Document Type	Blanket Purchase Agreement
Agreement Date	13-JUN-2024
Revision	0
Agreement Amount	6,000.00 USD

1 Data Conversion, Cloud  
System Configuration, and  
Onsite Training - One time  
implementation cost  
Payments in accordance with  
Contract Terms and Conditions,  
Section 1.2.1. Implementation  
Schedule  
This line item is issued based  
upon a dollar amount and any  
work or deliveries must not exceed  
that amount. Invoices must be  
submitted only for actual work

Line	Item	UOM	Price	Expiration Date
			6,000.00	

Blanket Agreement for information only. Do not ship.

Line	Item	UOM	Price	Expiration Date
<p>Blanket Purchase Agreement 224300691</p> <p>performed and orders delivered and must be consistent with agreed upon prices, terms, and specifications.</p>				



Method	Source	Fee	Remittance/Notice
ACH	Electronic (Bank)	None	Email (Invoice # & Amount)

4. Payments will be made upon receipt of a proper invoice in accordance with Florida's Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. The following payment options are available:

3. All original invoices for goods and services must be emailed to [countyfinanceinvoices@hillsclerk.com](mailto:countyfinanceinvoices@hillsclerk.com) or mailed to: County Finance Department, Hillsborough County Clerk of the Circuit Court, P.O. Box 1110, Tampa, Florida 33601. Invoices for construction services may be mailed directly to the requesting department or assigned project manager for review and sign off.

- Conformance to all other requirements specified in the corresponding contract/agreement.
- County department name and/or delivery contact named on the purchase order.
- Shipping date.
- Correct unit price (not to exceed four [4] decimal places), extended price, and total amount due.
- Description of goods/services purchases, to include quantity and/or hours of work performed.
- Correct purchase order number.
- Invoice must be billed to "BOCC Hillsborough County Florida."
- Invoice number.
- Invoice date.
- Vendor's "remit to" address.
- Vendor's tax identification number.
- Vendor's name and address.
- Original invoice.

2. All invoices, packing lists and packages must include the purchase order number (located on the upper right corner of the purchase order). The vendor must provide a proper invoice by which payment will be processed in accordance with §218.76(1), Fla. Stat., if an invoice is subsequently determined to be improper, it shall be returned to the vendor. Proper invoices must include:

1. The content and conditions of this purchase order may not be verbally modified. Any changes must be in writing and approved by the Director of Procurement. If these conditions are not acceptable, please notify the contact listed on the order before shipping the items or delivering services. If prices are higher than specified, do not ship without prior written approval from the Director of Procurement.

The vendor, in accepting this purchase order, agrees to and shall be bound by all of the following terms and conditions:

#### Standard Purchase Order Terms and Conditions

#### HILLSBOROUGH COUNTY BOARD OF COUNTY COMMISSIONERS

Blanket Purchase Agreement 224300691

(Direct Deposit):		Paper	Stub (Invoice # & Amount)
			None

1 Vendor's bank account information will remain confidential to the extent provided by law and necessary to make ACH payments via direct deposit. Please visit <http://hcfilgov.net/en/businesses/doing-business-with-hillsborough/vendors/vendors-forms-and-documents> for the ACH enrollment form.

5. Materials rejected by the County will be returned to the vendor at the vendor's risk and expense. The County shall not be liable or otherwise responsible for any re-stocking charges unless prior written approval has been provided by the Director of Procurement. Cash discounts will be deducted as provided for on the face of this purchase order or in accordance with the terms of the vendor's quotation or bid.

6. Acceptance by the vendor of this order includes acceptance of all items, conditions, prices, delivery instructions and specifications as shown on the order or attached to or referred to, and which are made a part hereof by reference, as fully and to the same extent as if copied at length herein. In the event of a conflict or discrepancy between this purchase order and any referenced contract document, if one exists, the contract document shall govern. The vendor may not unilaterally modify the terms of this purchase order by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the vendor's order or fiscal forms or other documents forwarded by the vendor for payment. The County's acceptance of product or processing of product on forms furnished by the vendor for approval or payment shall not constitute acceptance of the proposed modification to the terms and conditions of this purchase order.

7. If this purchase order is a call or release order against a Blanket Purchase Agreement (BPA) or Contract Purchase Agreement (CPA), all terms and conditions of the subject purchase agreement and this purchase order shall apply to the order. The purchase order number, not the purchase agreement number, must be on the invoice.

8. All shipments by the vendor must be F.O.B. Destination unless otherwise authorized in writing by the Director of Procurement. Any F.O.B. Shipping Point freight charges shall be prepaid and added to the invoice and with a copy of the freight bill attached. The County will not accept collect shipments. All stated delivery times are of the essence.

9. In accordance with law, the County reserves the right to cancel all or part of this purchase order prior to acceptance of the goods or services.

10. Vendors are expected to satisfy all purchase orders in one shipment unless otherwise stipulated in the subject solicitation, award, or authorized by the Director of Procurement in writing. Excessive and unauthorized partial shipments may result in vendor debarment or prohibition from doing business with the County.

11. Vendors are not authorized to deliver any goods or services which are not covered by this purchase order. The County accepts no responsibility and is not obligated to render payment for purchases that are not covered by a duly issued purchase order or specifically authorized by the Director of Procurement or County Administrator. Vendors violating this condition may be subject to debarment or prohibition from doing business with the County in accordance with the County's Procurement Policies and such vendors may forfeit their right to compensation for such deliveries.

12. INDEMNIFICATION (PATENT OR COPYRIGHT): The vendor shall indemnify and hold harmless, and defend the County and the Board of County Commissioners, their agents and employees, and anyone directly or indirectly employed by either of them, from and against all liabilities, damages, claims, demands or actions at law or in equity, including court costs and attorney's fees that may hereafter be made or be brought by anyone arising out of any infringement of patent rights or copyrights held by others or for the disclosure or improper utilization of any trade secrets by vendor during or after completion of the Work. These obligations shall survive acceptance of any goods and/or services and payment therefore by the County.

20. Questions concerning delivery of this order should be directed to the department contact shown on the order. For other questions regarding this order, please contact the Procurement Services Department at P.O. Box 11110, 601 E.

19. TAXES: Counties are exempt from Federal Taxes on transportation charges and any Federal Excise Tax (No. 59-6000661). If you are to prepay charges, do not pay tax as County will not reimburse you for taxes paid. The County's Consumers Certificate of Exemption Number is #85-8012622015C-2, effective 11/30/19.

18. The vendor shall keep adequate records and supporting documentation applicable to this contractual matter. Said records and documentation will be retained by the vendor for a minimum of six (6) years from the date of termination of this Contract. The County and its authorized agents shall have the right to audit, inspect and copy all such records and documentation as often as the County deems necessary during the period of this contract and during the period of six (6) years thereafter. This six (6) year time period will be extended until audit findings are issued if an audit is initiated during the six (6) year period. Such activity shall be conducted only during normal business hours. The County, during the period of time expressed by the preceding sentence, shall also have the right to obtain a copy of and otherwise inspect any audit made at the direction of the vendor as concerns the aforesaid records and documentation.

17. EQUAL EMPLOYMENT OPPORTUNITY; NON-DISCRIMINATION: The vendor shall comply with Hillsborough County, Florida - Code of Ordinances and Laws, Part A, Chapter 30, Article II (Hillsborough County Human Rights Ordinance) as amended, which prohibits illegal discrimination on the basis of actual or perceived race, color, sex, age, religion, national origin, disability, marital status, sexual orientation, or gender identity or expression, in employment, public accommodations, real estate transactions and practices, County contracting and procurement activities, and credit extension practices. The vendor shall also comply with the requirements of all applicable federal, state and local laws, rules, regulations, ordinances and executive orders prohibiting and/or relating to discrimination, as amended and supplemented. All of the aforementioned laws, rules, regulations, ordinances and executive orders are incorporated herein by reference. Furthermore, Hillsborough County hereby notifies all vendors that Minority Business Enterprises (MBE), Disadvantaged Minority Business Enterprises (DMBE), and Disadvantaged Women Business Enterprises (DWBE) will be afforded a full opportunity to participate in any award made by Hillsborough County and will not be subjected to discrimination on the basis of race, color, sex or national origin.

16. LAWS, REGULATIONS, PERMITS & LICENSES: The vendor is advised that all applicable Federal and State laws, municipal and County ordinances, and the rules and regulations of all authorities having jurisdiction over any part of the goods and/or services provided pursuant to this purchase order/contract shall be deemed to be a part of this purchase order/contract, and vendor represents and warrants that it is in compliance with such laws, rules and regulations. The vendor shall have in its possession any applicable permits, licenses, etc. that may be required by Federal, State, County, or local law to furnish the goods and/or services under the scope of this purchase order. The vendor shall be in compliance with all zoning and other ordinances in the performance of the awarded contract.

15. Any dispute or contractual right regarding this purchase order shall be governed by Florida Law. In the event of a lawsuit by the vendor the venue of such lawsuit shall be in Hillsborough County, Florida and the vendor waives whatever rights it has in the selection of venue.

14. INDEMNIFICATION (GENERAL LIABILITY—GOVERNMENTAL AGENCY-VENDORS ONLY): The County and governmental agency-vendor shall each be liable to the extent permitted by §768.28, Fla. Stat., for the negligent acts, or omissions of their respective officers, employees and agents. Nothing in the foregoing shall be construed as a waiver of sovereign immunity or as consent to be sued by either the County or the governmental agency-vendor.

13. INDEMNIFICATION (GENERAL LIABILITY): The vendor shall indemnify, hold harmless, and defend the County and the Board of County Commissioners, their agents and employees, and anyone directly or indirectly employed by either of them, from and against any and all liabilities, losses, claims, damages, demands, expenses or actions, either at law or in equity, including court costs and attorneys' fees, that may hereafter at any time be made or brought by anyone on account of personal injury, property damage, loss of monies, or other loss, allegedly caused or incurred, in whole or in part, as a result of any negligent, wrongful, or intentional act or omission, or based on any action of fraud or defalcation by the vendor, or anyone performing any act required of vendor in connection with performance of the Contract awarded pursuant to this order. These obligations shall survive acceptance of any goods and/or services and payment therefore by the County.

c) Procurement Services, 601 E. Kennedy Blvd., 25th Floor, Tampa, Florida 33602.

b) Stromers@HCFLgov.net,

a) Scott Stromer 813-272-5790,

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

The parties acknowledge and agree that the statement and provisions below are required by Florida Statute to be included in contracts for services. The inclusion of this statement and provisions below shall not be construed to imply that the vendor has been delegated any governmental decision-making authority, governmental responsibility or governmental function or that the vendor is acting on behalf of the County as provided under Section 119.011(2), Florida Statutes, or that the statement or provisions are otherwise applicable to the vendor. As stated below, the vendor may contact the County's Custodian of Public Records with questions regarding the application of the Public Records Law; however, the vendor is advised to seek independent legal counsel as to its legal obligations. The County cannot provide the vendor advice regarding its legal rights or obligations.

#### APPLICABLE TO SERVICES CONTRACTS ONLY

#### 26. LEGALLY REQUIRED STATEMENT AND PROVISIONS REGARDING ACCESS TO RECORDS -

25. REIMBURSEMENT OF TRAVEL EXPENSES: Travel expenses, if applicable, shall be paid pursuant to the provision of § 112.061, Florida Statutes.

24. ACCESS TO RECORDS: If applicable, vendor shall comply with the requirements of Chapter 119, Florida Statutes, with respect to any documents, papers, and records made or received by vendor in connection with this purchase order.

vendor.

23. FISCAL NON-FUNDING CLAUSE: This purchase order is subject to funding availability. In the event sufficient budget funds to fund this purchase order become reduced or unavailable, the County shall notify the vendor of such occurrence, and the County may terminate this purchase order, without penalty or expense to the County, upon no less than twenty-four (24) hours written notice to the vendor. If this purchase order is funded in whole or in part by federal or state dollars which are available funds will be allotted. The County shall notify the vendor of such occurrence and the County may terminate this purchase order or become unavailable, the County shall notify the vendor of such occurrence and the County may terminate this purchase order, without penalty or expense to the County, upon no less than twenty-four (24) hours written notice to the vendor. The County shall be the final authority as to the availability of funds and how funds to fund this purchase order become reduced or unavailable, the County shall notify the vendor of such occurrence, and the County may terminate this purchase order, without penalty or expense to the County, upon no less than twenty-four (24) hours written notice to the vendor.

22. WARRANTY: The vendor shall provide to the County a one (1) year written warranty: (a) against poor workmanship, for all services rendered by the vendor, (b) for all products, materials or equipment provided by the vendor in the course of providing service to the County, and (c) for all commodities sold to the County. The warranty period shall begin on the date of final completion and/or acceptance by the County.

21. RISK OF LOSS: Until acceptance, risk of loss or damage shall remain with the vendor. The vendor shall be responsible for filing, processing, and collecting all damage claims. When the County rejects a product, the vendor shall remove it from the premises within ten (10) days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the vendor. Rejected product not removed by the vendor within ten (10) days shall be deemed abandoned by the vendor, and the County shall have the right to dispose of it as its own property. The vendor shall reimburse the County for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

Blanket Purchase Agreement 224300691  
Kennedy Blvd., 25th Floor, Tampa, FL 33601, [procurement@HCFLgov.net](mailto:procurement@HCFLgov.net), or (813) 272-5790. Please visit <http://HCFLGov.net/vendors> to view or download the County's Procurement Policy and Procedures Manual.

Blanket Purchase Agreement 224300691

If under this purchase order/contract, the vendor is providing services and acting on behalf of the County as provided under Section 119.01(2), Florida Statutes, the vendor will comply with public records law, and agrees to:

a) Keep and maintain public records required by the County to perform the services.

b) Upon request from the County's custodian of public records, provide the County 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, Florida Statutes, or as otherwise provided by law.

c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the purchase order/contract term and following completion of the purchase order/contract if the vendor does not transfer the records to the County.

d) Upon completion of the contract, transfer at no cost to the County, all public records in possession of the vendor or keep and maintain public records required by the County to perform the service. If the vendor transfers all public records to the County upon completion of the contract, the vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the vendor keeps and maintains public records upon completion of the contract, the vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

Failure of the vendor to comply with Chapter 119, Florida Statutes, and/or the provisions set forth above, where applicable, shall be grounds for immediate unilateral termination of this contract/purchase order by the County.

## 27. USE OF E-VERIFY, LEGALLY AUTHORIZED WORKFORCE & IMAGE BEST PRACTICES

a) E-Verify:

Vendor affirms that it is in compliance with Florida Statutes, Section 448.095 which, in part, requires all vendors/contractors and its subcontractors to register with and use the United States Department of Homeland Security's E-Verify system for all newly hired employees, and requires vendors/contractors to obtain affidavits from its subcontractors stating that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Vendor acknowledges and understands that pursuant to Florida Statutes Section 448.095, the County is required to terminate this purchase order/contract if it has a good faith belief that the vendor knowingly violated Florida Statutes Section 448.09(1); whereupon, the vendor will not be eligible for award of a public contract for at least one (1) year from the date of such termination.

b) Legally Authorized Workforce:

i) Vendor is advised that the County has entered into an agreement (the IMAGE Agreement) with U.S. Immigration and Customs Enforcement (ICE) wherein the County will, in part, seek to promote the principles of ethical business conduct, prevent knowingly hiring unauthorized workers through self-governance, and encourage voluntary reporting of the discovery of unauthorized workers to ICE. Accordingly, by submitting its offer, vendor represents and warrants:

aa) that vendor is in compliance with all applicable Federal, State and local laws, including, but not limited to, the laws related to the requirement of an employer to verify an employee's eligibility to work in the United States; bb) that all of vendor's employees are legally eligible to work in the United States; and cc) that the vendor has actively and affirmatively verified such eligibility utilizing the E-Verify system and/or the Federal Government's Employment Eligibility Verification Form (the Form I-9).

ii) A mere allegation of vendor's intent to use and/or current use of unauthorized workers may not be a basis to delay the County's award of a contract to the vendor unless the County has a good faith belief that the vendor knowingly violated Florida Statutes Section 448.09(1) or such allegation has been determined to be factual by ICE prior to the date the contract is scheduled to be awarded by the County.

iii) Good faith claims/beliefs of the vendor's use of unauthorized workers must be reported to both of the following agencies: The County's Compliance Services hotline at (813) 272-6554; and ICE (Immigration and Customs Enforcement) at 1-866-



c) IMAGE Best Practices: Vendor is encouraged to incorporate IMAGE Best Practices into its business and, when practicable, incorporate verification requirements into its agreements with subcontractors.

## 28. CHANGES IN THE WORK/CHANGE ORDERS/MODIFICATIONS

a) All additions, deletions, or revisions to this purchase order/contract shall be valid and enforceable only when authorized by a written Change Order or Modification Agreement approved and/or executed by the applicable authorized representatives of the County in accordance with County policy. Modification Agreements that are required to be approved by the Board of County Commissioners pursuant to County policy must be executed by the vendor and the Chair of the Board of County Commissioners. Only upon receipt of a Change Order or Modification Agreement shall the vendor be authorized to proceed with the work involved. All such work shall be executed under the applicable terms and conditions contained in the purchase order/contract documents. Change Order/Modification Agreement shall mean the written order to the vendor authorizing an addition, deletion, or revision in the goods, services and/or work to be provided under the purchase order/contract documents or an adjustment in the contract price after the award of and/or execution of the contract.

b) Additional work performed by the vendor without the authorization of a Change Order or Modification Agreement will not entitle the vendor to an increase in the contract price or an extension of the contract time except in the case of an emergency as provided for herein. The effect of this paragraph shall remain paramount and shall prevail irrespective of any conflicting provisions contained in contract documents.

c) It is the vendor's responsibility to notify its surety of any changes affecting the general scope of the work/services or change of the contract price, and the amount of the applicable bond(s) shall be adjusted accordingly.

## 29. UTILIZATION OF DM/DWBEs

a) This clause shall only be applicable to those contracts/procurements where the vendor has agreed to the goal established by the County for the utilization of Disadvantaged Minority/Disadvantaged Women Business Enterprises (DM/DWBEs) pursuant to Hillsborough County Resolution No. R06-264 and its subsequent amendments.

b) Vendor acknowledges and agrees that it has committed to achieve the percentage goal stated on the ordering document(s) related to this procurement for the utilization of DM/DWBE businesses. Accordingly, vendor is required to subcontract a minimum of this percentage goal of the monetary value of the services and/or work to be performed under this contract to certified DM/DWBE businesses. Vendor shall not substitute with a non-DM/DWBE subcontractor or complete the services/work using its own forces without the prior written approval of the County's DM/DWBE Division Office. Approval of such substitution by the County will be provided only upon a showing that it is not reasonable or possible for the vendor to obtain the services of another certified DM/DWBE business to achieve the DM/DWBE participation goal. To assist the vendor with identification of County-certified DM/DWBE businesses, vendor should refer to the County's DM/DWBE Directory which can be found on the County website at <https://www.hillsboroughcounty.org/en/businesses/doing-business-with-hillsborough-minorities-and-women>.

c) Vendor is required to utilize the County's Vendor Compliance System (B2GNOW) on a monthly basis to confirm or not payment has been made to the vendor by the County. The County's Vendor Compliance System (B2GNOW) can be accessed at the following link: <https://hillsboroughcounty.diversitycompliance.com/>.

d) Vendor shall coordinate its DM/DWBE utilization efforts with the County-assigned project manager on this contract. Vendor is advised to contact the County's DM/DWBE Division Office at [MWSBE@HCFI.gov.net](mailto:MWSBE@HCFI.gov.net) for guidance and assistance regarding the County's DM/DWBE Program requirements, DM/DWBE certification, and/or utilization of the County's Vendor Compliance System (B2GNOW).

Blanket Agreement for information only. Do not ship

Hillsborough County Standard Purchase Order Terms and Conditions – Revised 03/24/2022

30. NO ASSIGNMENT OF CONTRACT: Vendor shall not make any assignment of this contract, in whole or in part, without the prior written authorization of the County. Failure to obtain prior written authorization of the County will result in a delay of payment(s) at a minimum and may result in termination by the County for breach of contract.

Blanket Purchase Agreement 224300691  
e) Failure of the vendor to comply with this section may constitute a material breach of contract and shall entitle the County to remedies as more specifically set forth in the County's Operational Procedures governing the DM/DWBE Program; such remedies may include, but are not limited to, the forfeiture of and/or recovery by the County of monies paid to the vendor under this contract intended for expenditure with a DM/DWBE subcontractor, and/or suspension or debarment of the vendor from bidding and/or working on County contracts for up to two (2) years. Vendor is advised that failure to comply with the requirements of this section may result in a non-responsibility determination of bids/offers by the vendor on future procurement solicitations issued by the County.





Agenda Item Cover Sheet

Agenda Item No. A-26

Meeting Date 6/5/2024

☒ Consent Section

☐ Regular Section

☐ Public Hearing

Subject: Award a three (3) year contract to the highest-ranked and best qualified firm for the purchase of a comprehensive electronic records management system (RFP-24-24596) for the Fire Rescue Department (FRD) at a total cost of \$477,362.25.	
Department Name: Procurement Services	
Contact Person: Scott Stromer	
Contact Phone: 301-7095	
Sign-Off Approvals:	
Assistant County Administrator	Tom Fesler
Date	5/24/2024
Management and Budget –	Kevin Brickey
Approved as to Financial Impact Accuracy	5/23/2024
Date	
County Attorney –	Orlando Perez
Approved as to Legal Sufficiency	5/23/2024
Date	
Deputy or Chief County Administrator	N/A
Date	

Staff's Recommended Board Motion:

Award a three (3) year contract to the highest-ranked and best qualified firm, EPR Systems USA Inc., for the purchase of a comprehensive electronic records management system (RFP-24-24596) for the Fire Rescue Department (FRD) at a total cost of \$477,362.25. The requested system will be used for fire and medical incident reporting, data collection and analysis, fire investigation and property inspection tracking, and permitting. In this case, the opportunity for proposers to receive five (5) bonus points for committing to subcontract a minimum of 10% of the ultimate fees to Certified Disadvantaged Minority/Disadvantaged Women Business Enterprises (DM/DWBE) firms was available; however, none of the vendors requested such points. Funding for this procurement is available in the requesting department's approved budget, and purchase orders will only be issued against approved budgets.

Financial Impact Statement:

Funding for this procurement is available in the requesting department's approved budget, and purchase orders will only be issued against approved budgets.

Background:

The recommended award amount is 59.1% (\$177,362.25) higher than the requesting department's estimate. The requesting department's estimate was based on the current cost of maintaining multiple records management systems, which do not currently meet the operational needs of FRD. Effective competition and transparency were achieved through the use of competitive sealed proposals for this procurement and the requesting department determined the offered pricing to be fair, reasonable, and within expectations.

DELEGATIONS TO DIRECTOR OF PROCUREMENT:

[N] Unilateral Change Orders up to \$25,000 for additions within the scope of the contract

[N] Unilateral Extensions

[N] Unilateral Renewals

[N] Additional Purchase Option(s)



HCFL.GOV

the requirement.

The Minority & Small Business Enterprise Department finds that the bid submitted by EPR Systems USA, Inc. meets

requirements.

documents we find EPR Systems USA, Inc. documents are in material compliance with Hillsborough County Inc. has furnished a copy of its Affirmative Action/Equal Opportunity Policy Statement. Based on the submitted consists of 24 employees. Pursuant to Hillsborough County's Affirmative Action Requirements, EPR Systems USA, Employment matrix submitted by EPR Systems USA, Inc. indicates that it has a permanent workforce which

Order No. 4.

The Department of Minority & Small Business Enterprises has reviewed the subject bid submitted by EPR Systems USA, Inc. The bid was reviewed to assess its compliance with the Hillsborough County Affirmative Action/Equal Employment Opportunity Standards which conform to Executive Order 11246 as amended which includes Revised

SUBJECT: RFP-24-24596: Electronic Records Management System

FROM: Gwen Sevaetasi, Minority & Small Business  
*Xiwen Xuvattani*

TO: Israel Segarra, Procurement Services

DATE: May 8, 2024

ASSISTANT COUNTY ADMINISTRATOR  
Ron Barton

COUNTY INTERNAL AUDITOR  
Peggy Caskey  
Christine M. Beck

COUNTY ATTORNEY  
Bonnie M. Wise  
COUNTY ADMINISTRATOR

Joshua Wostal  
Michael Owen  
Gwendolyn "Gwen" Myers  
Pat Kemp  
Ken Hagan  
Harry Cohen  
Donna Cameron Cepeda

BOARD OF COUNTY  
COMMISSIONERS

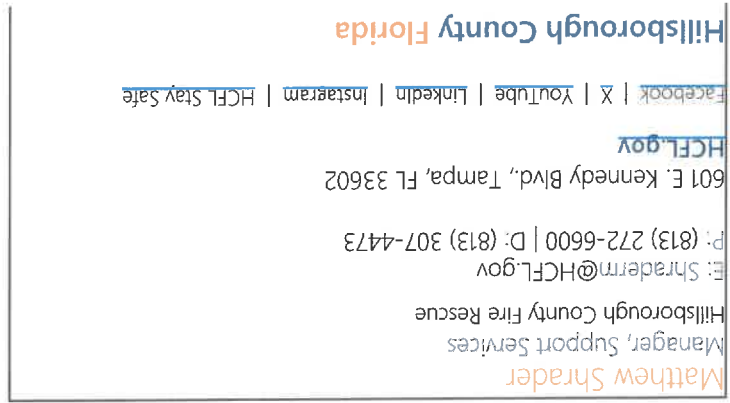
MINORITY AND SMALL BUSINESS ENTERPRISES DIVISION

PO Box 1110 Tampa, FL 33601-1110

(813) 272-6210



Please note: All correspondence to or from this office is subject to Florida's  
Public Records law



Matt

Hope this helps.

- Strengths:
- Proposer price was within project budget
- Weakness:
- Defined approach was not clearly defined
  - Proposed implementation schedule did not adequately meet project timelines
  - Proposer did not demonstrate adequate prior experience and past performance meeting project objectives

#### One Step Systems

- Strengths:
- Clearly defined approach to meet the objectives contained within their solution
  - Clearly defined implementation schedule
  - Proposer demonstrated prior experience in delivering a functioning system
- Weakness:
- Proposer price far exceeded project budget

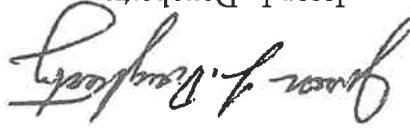
#### Locality Media

- Strengths:
- Clearly defined approach to meet the objectives contained within their solution
  - Clearly defined implementation schedule
  - Proposer demonstrated prior experience in delivering a functioning system
- Weakness:
- Proposer price far exceeded project budget

#### ESO

As discussed, please see the additional information requested:

From: Shrader, Matthew  
To: Segarra, Israel  
Subject: EPR RFP-24-24596 Award Recap Revision  
Date: Wednesday, May 15, 2024 8:48:55 AM

  
 Jason L. Dougherty  
 Fire Chief

The Evaluation Committee voted to award appropriate point values to the recommended proposer based upon their ability to perform all services as prescribed in the solicitation. The final, complete, and signed Evaluation Criteria consensus scoring sheet is attached to this memo for reference. With this, the HCFR recommends EPR Systems USA for award pursuant to the terms listed in the RFP and approval by the Hillsborough County Board of County Commissioners.

- None

#### Weaknesses:

- This vendor provides the required Community Risk Assessment Module and Pre – Incident Planning modules that will assist HCFR with lowering its ISO rating and help achieve accreditation.
- This vendor meets the objectives in the RFP regarding current NFIRS and NEMESIS reporting requirements.
- This vendor provided a comprehensive overview of system performance with other like-sized governmental agencies.
- This vendor provides an ePCR hand-off feature that will increase the end user's efficiency and effectiveness.
- This vendor is an ESRI Silver Partner, and the application has robust mapping functionality that will integrate seamlessly with the County's existing GIS capabilities.
- This vendor is familiar with and well established within the central Florida area, serving both Pasco and Polk Counties.
- This application provides a hospital portal for patient record access which is a critical component of our current system.

#### Strengths:

#### EPR Systems USA

To arrive at a score for the recommended proposal, the Evaluation Committee discussed the strengths and weaknesses of the sole proposal.

Total score: 74 points represents the highest score of the four (4) proposals.

- Proposer's Fee: 9 points
- Proposer's Prior Experience & Past Performance: 20 points
- Approach to providing the services requested in this solicitation: 28 points
- Implementation Schedule: 17 points

the following criteria:

The committee convened on April 4, 2024, at 9:00 AM to evaluate, and reach a consensus score based on

Ray Hansen, HCFR Deputy Fire Marshal (Committee Chair)  
Rich Hammond, IT Service Delivery Manager  
Prudencio Vallejo, HCFR Quality Management Chief

The RFP was advertised on February 22, 2024, and closed March 22, 2024, with four (4) responses received. The evaluation committee was comprised of three (3) voting members. The members were:  
The purpose of Request for Proposals RFP-24-24596 was to solicit proposals from qualified firms to provide an Electronic Records Management System for Hillsborough County Fire Rescue.

**SUBJECT: Evaluation and Recommendation for RFP-24-24596**

**FROM: Chief Jason L. Dougherty, Hillsborough County Fire Rescue**

**TO: Scott Stromer, Director Procurement Services**

April 26, 2024

**DEPUTY COUNTY ADMINISTRATOR**  
Gregory S. Horwedel

**COUNTY INTERNAL AUDITOR**  
Peggy Caskey

**COUNTY ATTORNEY**  
Christine M. Beck

**COUNTY ADMINISTRATOR**  
Bonnie M. Wise

**COUNTY ADMINISTRATOR**  
Joshua Wostal

**COUNTY ADMINISTRATOR**  
Michael Owen

**COUNTY ADMINISTRATOR**  
Gwendolyn "Gwen" Myers

**BOARD OF COUNTY COMMISSIONERS**  
Pat Kemp  
Ken Hagan  
Harry Cohen  
Donna Cameron Cepeda



**FIRE RESCUE**

PO Box 1110, Tampa, FL 33601-1110  
(813) 272-6600 | Fax: (813) 272-6692

NOTICE OF INTENT TO AWARD: RFP-24-24596 ELECTRONIC RECORDS MANAGEMENT SYSTEM

POSTED: MAY 9, 2024

Notice: Pursuant to Division 3 of Article VI, Chapter 2 of the Hillsborough County Code, Protest Process and Procedures and Cone of Silence as revised by Ordinance 23-15, the bidder(s) identified are being recommended for contract award. Interested parties with a grievance pertaining to this procurement shall provide the County written notice no later than five (5) business days from the date the County posts this notice of intent to award. See following link for specific details:  
[https://library.municode.com/fl/hillsborough\\_county/codes/code\\_of\\_ordinances,\\_part\\_a?nodeId=HICOCORLA\\_CH2AD\\_ARTVIR\\_DIV3HICOPRPRPOP](https://library.municode.com/fl/hillsborough_county/codes/code_of_ordinances/_part_a?nodeId=HICOCORLA_CH2AD_ARTVIR_DIV3HICOPRPRPOP)

		TOTAL	EPR Systems USA Inc.	ESO	Locality Media Inc (First Due)	One Step Systems
			\$477,362.25	\$749,742.00	\$881,369.00	\$226,220.00
EVALUATION CRITERIA		MAXIMUM POINTS				
QUOTE/COST TOTAL		20	9	6	5	20
APPROACH		35	28	20	24	15
IMPLEMENTATION SCHEDULE		20	17	16	15	7
PRIOR EXPERIENCE & PAST PERFORMANCE		25	20	17	20	12
TOTAL POINTS		100	74	59	64	54
			RECOMMENDED VENDOR			



HCFLGov.net/Vendors  
(813) 272-5790

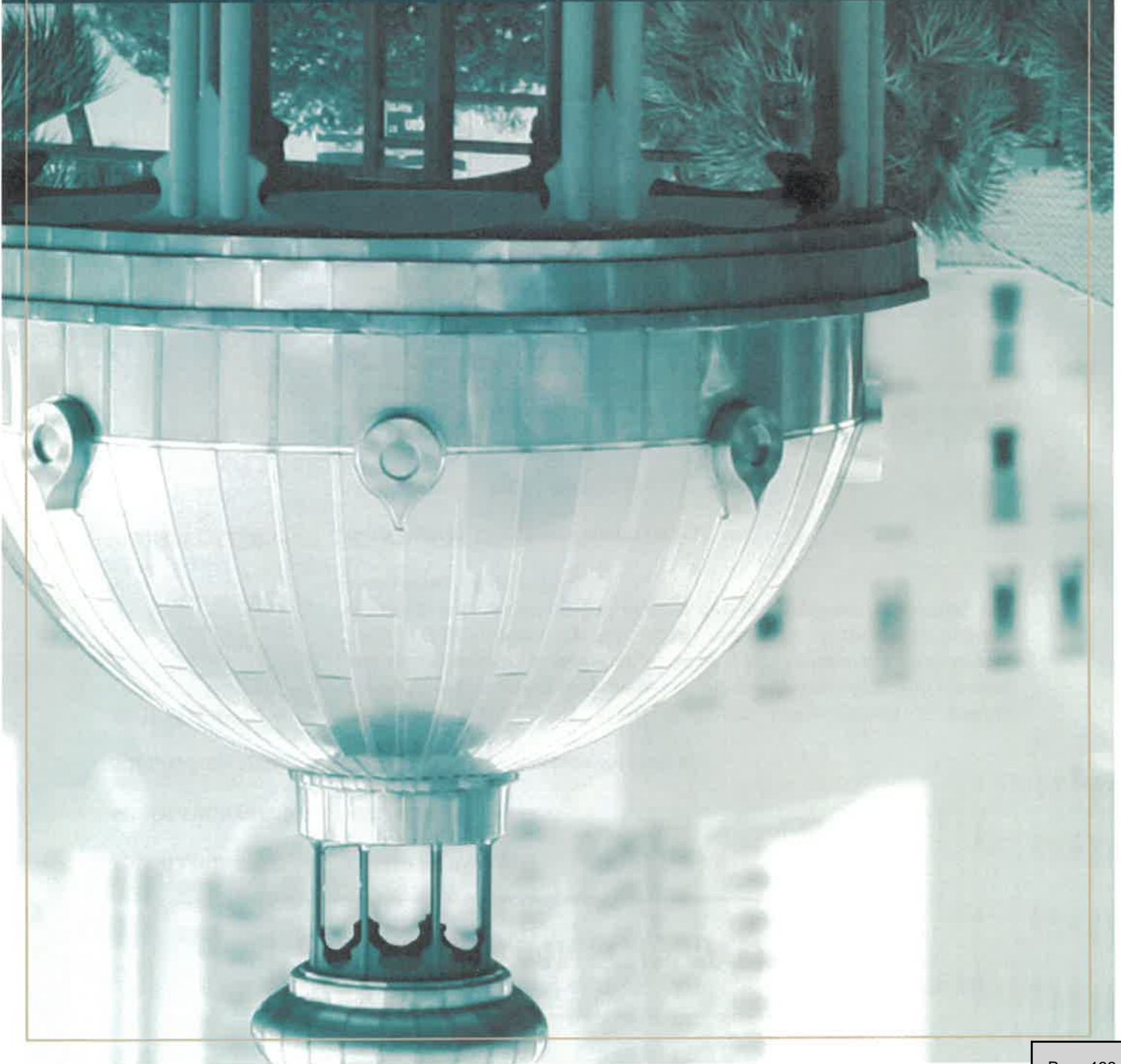
Hillsborough  
County Florida  
Procurement Services



RFP-24-24596

Electronic Records Management System

# Request for Proposals



## IMPORTANT INFORMATION

SOLICITATION TYPE: Request for Proposals

SOLICITATION NUMBER: RFP-24-24596

SOLICITATION TITLE: Electronic Records Management System

BRIEF DESCRIPTION: The Hillsborough County Board of County Commissioners is seeking competitive proposals from experienced and qualified suppliers with a proven and documented track record of providing a fully comprehensive Electronic Records Management System (RMS) related to fire/medical incident reporting, data collection and analysis, fire investigations, properties, and inspections, and permitting.

PRIMARY CONTACT: Israel Segarra, Chief Procurement Analyst

(813) 272-5636; [SegarraI@HCFL.gov](mailto:SegarraI@HCFL.gov)

SUBMISSION: The County shall only accept Offers through its Electronic Bidding System. Offers delivered by non-electronic means, facsimile, electronic mail (e-mail) or electronic means other than through the County's Electronic Bidding System will not be considered.

CONE OF SILENCE: A Cone of Silence is in effect for this procurement; therefore, no proposer, interested party and/or their principals, officers, employees, attorneys or agents shall communicate with County employees, the Hearing Master assigned to hear the applicable protest appeal and/or members of the Board of County Commissioners, including their aides and employees regarding this procurement and/or a related protest, except as otherwise provided herein. The Cone of Silence does not prohibit a proposer from communicating with the Director of Procurement, Procurement staff, or the attorney assigned to this procurement. Violating the Cone of Silence may disqualify the proposer from consideration for award.

1.2.1. "Implementation Schedule" - a sixty (60) calendar day period for a fully configured, customized, installed, tested and final acceptance completed after issuance of the purchase order. Said schedule shall be provided by the Contractor and approved by the County prior to the commencement of work.

1.2.2. "Billing Export File" - a user-initiated billing export file in .xml or .xls format through a software system-based query. This file shall automatically calculate the total invoice amount for processing by the County's third-party billing and collection contractor.

1.2.3. "Data Conversion/Migration" - importing of all existing data sets from the County's legacy systems (Raxar & DocuMed) as may be required at County's direction. The County does not anticipate a full migration of data from department legacy systems.

## 1.2. Applicable Terminology/Definitions

The Fire Marshal's Office with a staff of 43 is responsible for fire safety and fire prevention education to residents within unincorporated Hillsborough County. There are over 41,000 inspectable properties within unincorporated Hillsborough County. As such the Fire Marshal inspector software is a critical piece of technology utilized to enter calls for inspection, determine incident priorities, dispatch field personnel, and provide records and data management necessary for departmental response planning and reporting.

Hillsborough County's unincorporated population is approximately 1.1 million residents encompassing approximately 909 square miles. HCFR has oversight of the Department's 800 paramedics and 400 EMT's and First Responders. HCFR possesses 57 ALS/Fire suppression units and 39 ALS Transport units across 46 stations. In 2022, HCFR responded to 120,258 medical calls and 18,751 fire suppression calls respectively. HCFR also provides various services to include technical rescue, hazardous materials, fire inspections, plan review, fire investigations, public education, emergency management operations and more. All badged personnel are assigned to a 24-hour shift and work every third day. Each shift runs from 8:00 AM to 8:00 AM the following day.

1.1.1 The purpose of this Request for Proposal (RFP) is to obtain a fully comprehensive electronic records management system (RIMS) related to fire/medical incident reporting, data collection and analysis, fire investigations, properties, and inspections, and permitting for Hillsborough County Fire Rescue (HCFR). A qualified Contractor shall provide a leading edge, robust, easy-to-use RIMS that shall streamline processes to serve HCFR more efficiently. The chosen system shall be able to expand on current HCFR processes and be capable of expansion as needed.

## 1.1. Background/purpose

## 1. SPECIFICATIONS



- 1.3.1. Proposers shall provide documentation that demonstrates their ability to satisfy the minimum qualification requirements listed below. Proposers who do not meet the minimum qualification requirements or who fail to provide supporting documentation shall not be considered for award. All documents shall be submitted in the format outlined below.
- 1.3.2. The RMS shall be compliant with the National Fire Incident Reporting System (NFIRS 5.0) and National Emergency Medical Services Information System (NEMSIS 3.5). Compliance is condition for award and must be maintained through the contract term.
- 1.3.3. The RMS shall have the capability to submit NFIRS data to the State of Florida.
- 1.3.4. The proposal shall describe in detail all included hardware, software, licensing, interfaces, training, documentation, data conversion, maintenance, support, and services needed to meet the requirements set forth in this RFP, to include all other services necessary for optimum system functionality.
- 1.4. Software System Minimum Requirements**
- 1.4.1. Comprehensive Pre-Incident Planning Module
- 1.4.1.1. Integrated with Fire Inspection, Hydrant, & Response modules.
- 1.4.2. Comprehensive Community Risk Assessment Module
- 1.4.2.1. Compliant with the Commission of Fire Accreditation International (CFAI) and International Association of Fire Chiefs (IAFC) assessment practices.
- 1.4.2.2. Occupancy Vulnerability Assessment Profile (OVAP) & HERON assessment scoring.
- 1.4.2.3. International Organization of Standardization (ISO) & Accreditation reporting.
- 1.4.3. Comprehensive Fire Inspection Database Module (NFPA & National Fire Incident Reporting System NFIRS 5.0 Compatible), System General Requirements:
- 1.4.3.1. The system shall be a cloud-based architecture.
- 1.4.3.2. The system shall be a fully hosted solution.
- 1.4.3.3. The system shall be iOS/Android compatible.
- 1.4.3.4. The system shall be capable of push notifications from vendor and/or system administrator.

- 1.4.3.5. The system shall provide a configurable system and administration capabilities for designated staff to include, but not limited to:
- 1.4.3.5.1. Administrator – Full access
  - 1.4.3.5.2. Inspector Access
  - 1.4.3.5.3. Checklist/Template creator access
  - 1.4.3.5.4. Read-only access
  - 1.4.3.5.5. Billing access
- 1.4.3.6. The system shall allow the mobile device to work in "off-line" mode (save work if connectivity is lost and sync automatically once a signal is restored).
- 1.4.3.7. The system's mobile device shall be able to sync via cellular data and/or Wi-Fi services.
- 1.4.3.8. The system shall be capable of providing Read-Only access to emergency contact information, fire protection and building critical information.
- 1.4.3.9. Dashboard for at-a-glance statistics. Customizable dashboards for inspectors, supervisors, and administrators.
- 1.4.3.10. Help desk available from any user during business hours.
- 1.4.4. Database:
- 1.4.4.1. Download property database from Hillsborough County Property Appraiser's (HCPA) website complete with folio numbers. Separate one- two-family dwellings to exempt file.
  - 1.4.4.2. The system shall log user activity for audit purposes to include tracking device log-in as well as user logins and associated timestamps.
  - 1.4.4.3. Report Archive shall be compliant with government standards for record retention.
  - 1.4.4.4. Rapid, easy access to historical data, replicate original reports if requested.
  - 1.4.4.5. Risk Assessment Evaluation (Inspection Priority 1, 2, or 3) self-populated based on data input in Risk Assessment Module.
  - 1.4.4.6. Addressing defined in drop down windows. NFIRS style such as Hwy for Highway.



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- 1.4.4.7. Ability to input all property demographics such as fire alarm, fire sprinklers etc.
- 1.4.4.8. The system shall be capable of creating user defined fields, as needed, along with associated validation and limitations for each user defined field.
- 1.4.4.9. Ability for authorized users to create new Occupancy/Property records.
- 1.4.4.10. Color-coded hydrant overlay map. User friendly
- 1.4.4.11. Occupancy type / LSC 101, Property Use / NFIRS 5.0
- 1.4.4.12. Unlimited photo / file upload storage.
- 1.4.4.13. Master Property file for sites that have multiple buildings under one owner (Apartments).
- 1.4.4.14. Master Property file for sites that have multiple buildings / suites but different business names (shopping plaza / business park).
- 1.4.5. Mapping
- 1.4.5.1. An interactive mapping application that can be used to query and manipulate Geographic Information System (GIS) records for relevant datasets.
- 1.4.5.2. The ability to add overlay datasets to be viewed in conjunction with the core GIS datasets. Should this functionality not be available the following datasets shall be required:
- 1.4.5.2.1. US National Grid Overlay
- 1.4.5.2.2. County / Municipal boundary line overlay
- 1.4.5.2.3. USPS Zip Code map overlay
- 1.4.5.3. Ability to query multiple data points with user-defined filtering.
- 1.4.5.4. Ability to integrate with authoritative County dataset feature services via REST endpoints to allow for the accessibility of regularly updated data and information, including but not limited to, fire hydrant locations, parcel boundaries, and building footprints.
- 1.4.5.5. Ability to export GIS datasets maintained within the system to an ESRI-compatible format.
- 1.4.5.6. Ability to edit, insert, modify, manipulate hydrant layer. This layer to be provided by County GIS.

- 1.4.5.7. Ability to pin locations of hydrants to hydrant layer and to pin locations of other characteristics to map by location of input device (iPad).
- 1.4.5.8. Ability to locate inspection devices (iPads) in real time on mapping. (Preferred functionality)
- 1.4.6. Inspections:
- 1.4.6.1. The system shall maintain full inspection capability to include access to code lists, while in "off-line" mode.
- 1.4.6.2. The system shall utilize the most current adopted NFPA Codes including Florida amendments and shall be capable of updating as necessary to keep current with all code changes.
- 1.4.6.3. The system shall be capable of associating the particular violation code with a checklist violation.
- 1.4.6.4. The system shall be capable of viewing historic data for a given property while simultaneously conducting an inspection.
- 1.4.6.5. Ability to organize inspections due by the last inspection date.
- 1.5.6.6. Ability to assign and or re-assign, schedule or re-schedule inspection and inspectors freely.
- 1.4.6.7. The system shall be capable of prioritizing and assigning inspections to inspectors by ZIP code while in the field.
- 1.4.6.8. Ability to capture, store, and retrieve photos of assets, violations with no storage limits or system efficiency decline.
- 1.4.6.9. Next routine inspection scheduled once initial routine inspection complete (One, two, or three years).
- 1.4.6.10. Over-due inspections should be noted and scheduled within thirty days.
- 1.5.6.11. Upload photos / files pertinent to inspections.
- 1.4.6.12. The system shall be capable of emailing customers a copy of their inspection records.
- 1.4.6.13. Ability to convert English language reports to other languages for non-English speaking customers. (Preferred functionality)
- 1.4.6.14. Ability to acquire one signature for assets that have multiple buildings (Apartments).



- 1.4.6.15. The system shall be capable of creating and displaying notes and photos, along with rules requiring their inclusion as part of an inspection.
- 1.4.6.16. The system shall be capable of clearing a violation, but still track the violation.
- 1.4.6.17. Ability to route inspections for the day based upon GPS location (efficiency).
- 1.4.7. Fire Marshal Billing:
- 1.4.7.1. Billing Export File:
- 1.4.7.1.1. The system shall be capable of creating a billing export file in .xml or .xls format through a user-initiated software system-based query. This file shall automatically calculate the total invoice amount for processing by the County's third-party billing and collection contractor.
- 1.4.7.1.2. The file shall contain the following data points to include but not be limited to:
- 1.4.7.1.2.1. Invoice ID Number
- 1.4.7.1.2.2. Inspection Date
- 1.4.7.1.2.3. Business Name
- 1.4.7.1.2.4. Inspection Type
- 1.4.7.1.2.5. Business Address
- 1.4.7.1.2.6. Cost Type (Manual / Sq. Footage)
- 1.4.7.1.2.7. Sq. Footage Inspected.
- 1.4.7.1.2.8. Fee
- 1.4.7.1.2.9. Billing Company / Name
- 1.4.7.1.2.10. Billing Address
- 1.4.7.1.2.11. Billing Phone Number
- 1.4.7.1.2.12. Billing Type
- 1.4.7.1.2.13. Inspector Name



- 1.4.7.2. System Billing Capabilities:
- 1.4.7.2.1. The system shall be capable of managing fees through user interface.
- 1.4.7.2.2. The system shall be capable of consolidating invoices for inspections and re-inspections.
- 1.4.7.2.3. The system shall be capable of supporting multiple transaction types.
- 1.4.7.2.4. The system shall be capable of providing "Read Only" access to view inspection records.
- 1.4.8. System Reports:
- The system shall support an ad hoc report designer with the ability to develop as well as edit existing reports through an intuitive user interface requiring limited knowledge of SQL (Sequel).
- 1.4.8.1. The system shall have the ability to schedule and email reports.
- 1.4.8.2. The system shall have user configurable analytic dashboards.
- 1.4.8.3. The system shall have the ability to publish daily, weekly, and monthly status reports.
- 1.4.8.4. The system shall generate and publish monthly project statistics (progress to date) reports.
- 1.4.8.5. Investigation reporting
- 1.4.8.6. Compliant with current NFPA standards
- 1.4.8.7. Ability to attach pictures and videos (pre arrival and recorded on scene)
- 1.4.8.8. Mobile friendly – to update in the field on a tablet.
- 1.4.8.9. Print report of investigation and summary of investigation
- 1.4.8.10. Track requested documents.
- 1.4.8.11. Track/log/inventory evidence
- 1.4.9. Medical Incidents
- 1.4.9.1. CAD (Infor) integration



1.5.1.2. Provide an overall platform architecture to include client, server, client/server, web, thick, or thin application.

1.5.1.1. Provide a technical overview of the proposed solution and any other systems included in the proposal. Define the delivery method. Include whether the delivery method is real-time, batch, or where flexibility exists in the way it is used.

#### 1.5.1. Infrastructure

Proposals shall describe in detail the stated above software functionality to include the following technical requirements, in the order in which they are indicated here. Each requirement requires a response, acknowledgment or explanation. Failure to respond to any of these provisions shall be reflected in their score in the "Approach" evaluation criteria category.

#### 1.5. Proposal Requirements

- 1.4.9.17. Ad hoc customizable reporting
- 1.4.9.16. Protocol compliance notifications to Quality Assurance
- 1.4.9.15. Microsoft (single sign on/email/calendar)
- 1.4.9.14. Medical protocol integration (most current version)
- 1.4.9.13. Bio spatial integration (most current version)
- 1.4.9.12. EMSTARS integration (most current version)
- 1.4.9.11. LifeNet integration (most current version)
- 1.4.9.10. LifePak Cardiac monitor integration (most current version)
- 1.4.9.9. Customized user fields
- 1.4.9.8. Electronic patient refusal (emailable and bilingual)
- 1.4.9.7. Hospital Access Portal – Remote access to patient care reports (Restricted to hospital network)
- 1.4.9.6. Incident & medical report handoff
- 1.4.9.5. Reports for open/closed incidents
- 1.4.9.4. Multiple entries into single report (with data entry audit)
- 1.4.9.3. Report generation entry without incident being closed.
- 1.4.9.2. Mobile friendly (software agnostic)

- 1.5.1.3. Provide information on the API architecture, type, and methods to leverage it.
- 1.5.1.4. For workstation specific components, please provide the minimum and recommended workstation hardware/software requirements.
- 1.5.1.5. Provide a list of equipment the County would need to purchase or replace to convert to or implement the proposed solution. (The County does not intend to repurpose existing hardware.) Indicate whether this is included in the proposed price or an additional expense, and whether procurement of any hardware and peripherals shall be the responsibility of the County or the vendor. The County reserves the right to procure recommended hardware and peripherals from their standard vendors if that is in the best interests of the County.
- 1.5.1.6. Describe options for connection to the proposed solution. Discuss the capabilities and requirements in this area, including typical bandwidth (peak and average) based on a public safety agency of comparable size.
- 1.5.1.7. Describe the cloud-based solution.
- 1.5.1.8. Please provide an example Service Level Agreement (SLA) in the submission.
- 1.5.1.9. Please provide a product development roadmap that illustrates the pipeline of features and enhancements that are scheduled in the next several releases.
- 1.5.1.10. Please explain the product development lifecycle and how frequently updates are released. Also, please define how long this current development lifecycle has been in place.
- 1.5.1.11. If there is an existing ecosystem of 3<sup>rd</sup> party integrations, please provide a list of all 3<sup>rd</sup> party integrations and the list of ecosystem partners.
- 1.5.2. General Training
- 1.5.2.1. Describe training of County staff on the use of the proposed solution and services; include associated costs, if any. Estimate the training resources required (both proposer and County) to successfully train personnel for the implementation.
- 1.5.2.2. Describe the approach to system administrator training.
- 1.5.2.3. Describe the support model for how you would handle ongoing training for County employees.
- 1.5.2.4. Estimate of how many hours it takes to train a typical user by job function.
- 1.5.2.5. Describe the training environment which can be accessed from a production workstation so that activity performed does not affect live accounts.



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### 1.5.3. Ongoing Support

1.5.3.1. Describe the method of providing telephone support, online & chat support. Include location, organizational structure, and level of capabilities of support staff. If you have more than one location, detail the area, hours, and level of support for each location. Indicate whether support is provided by a dedicated representative, or a "help desk". Include documentation of the typical hold time for an initial support call, as well as how many support calls are typically resolved during the initial call. Include response times for the following severity levels:

1.5.3.1.1. Level 1: Production down

1.5.3.1.2. Level 2: System is up but performance is degraded. A workaround may or may not be available.

1.5.3.1.3. Level 3: System is up. Only one area/module/program is affected; workaround is available.

1.5.3.1.4. Level 4: System is up and all major functions are working as designed. Relates to an inquiry, enhanced capability, future enhancement, etc.

1.5.3.2. List hours of availability or support for all products and services included in the proposed solution.

1.5.3.3. The County requires e-mail, web-enabled access or other on-line support. Provide documentation of the typical turnaround time for e-mail or other on-line support. Detail hours, area, and level of support. Indicate whether support is provided by a dedicated representative, or a "help desk". Include response times for the following severity levels:

1.5.3.3.1. Level 1: Production down

1.5.3.3.2. Level 2: System is up but performance is degraded. A workaround may or may not be available.

1.5.3.3.3. Level 3: System is up. Only one area/module/program is affected; workaround is available.

1.5.3.3.4. Level 4: System is up and all major functions are working as designed. Relates to an inquiry, enhanced capability, future enhancement, etc.

1.5.3.4. Describe support information accessible on the website, e.g., FAQ's, manuals, white papers and the capability for real-time interactive support.

1.5.3.5. Provide detail of the County's cost for support.

- 1.5.3.6. Description and cost of on-site support.
- 1.5.3.7. Describe the escalation procedure for resolution of problems.
- 1.5.3.8. Describe the regular follow up procedures for problem resolution.
- 1.5.3.9. Procedure for tracking of incidents and their resolutions.
- 1.5.3.10. County ability to have password reset capability must be available.
- 1.5.3.11. User's group made of the clients to share information must be available.
- 1.5.4. Operational Issues
- 1.5.4.1. Describe the system's capability for importing and exporting data.
- 1.5.4.2. Describe the full conversion of data from the existing RIMS and inspection systems to the proposed software solution, including media object attachments. Describe and include any separate fees for this function in the cost proposal.
- 1.5.4.3. The system shall be Internet/intranet ready with web browser access.
- 1.5.4.4. The system shall download information from the proposed solution to common PC-based packages such as Microsoft Office suite.
- 1.5.4.5. Attach a list of standard reports available from the proposed solution. Provide a few examples of available sample reports.
- 1.5.4.6. Describe ad hoc reporting and query tools available with the proposed solution. Detail costs associated with development of custom periodic reports or spreadsheets.
- 1.5.4.7. Describe forms printing capabilities within the proposed solution.
- 1.5.4.8. Describe document scanning and attachment capability, including OCR, redaction, etc.
- 1.5.4.9. Describe the length of time historical information is retained in the proposed solution.
- 1.5.4.10. Describe the user security options of the proposed solution. Detail if role-based security is available. Capabilities needed include view-only, view/modify, and full access. In addition, access to sets of information within the system shall be required to be segregated by user/role.
- 1.5.4.11. Describe the capabilities of the County's system administrator with the system.



1.5.7.1. It is critical the system maintain a constant function rate. The proposed system shall have integral redundancy built in for system failure and provide maximum uptime as all case information shall be contained within the RMS.

#### 1.5.7. Additional Expectations

1.5.6.4. Provide project management methodology for implementation and ongoing account management.

1.5.6.3. Specify responsibilities of both the Contractor and the County for the implementation, including an estimate of which County employees are needed, how many hours and the role each resource shall play in the project (Fire Staff, Project Manager, IT Staff, and vendor resources).

1.5.6.2. Project Plan shall include tasks, milestones, specific resources responsible, deliverables, and overall timeline for completion, including durations for each task.

1.5.6.1. SLA of 99.95 uptime. Describe remediation if SLA is not met.

#### 1.5.6. Additional Technical Requirements

1.5.5.3. At the termination of the contract, at the sole expense of the Contractor, the Contractor shall provide the County with access to all the data recorded within the system. Such data shall be made available in a format generally importable into a commonly recognized database structure and done so within 30 days of termination.

1.5.5.2. Proposers shall have policies and procedures in place to effectively manage Security Breaches, as defined below. In the event of any actual, attempted, suspected, threatened, or reasonably foreseeable circumstance, Contractor experiences or learns of either compromise or could reasonably be expected to compromise County data through unauthorized use, disclosure, or acquisition of County data ("Security Breach"), Contractor shall immediately notify County of its discovery. After such notification, and extent of the Security Breach. Contain the incident by taking necessary action, including, but not limited to, attempting to recover records, revoking access, and/or correcting weaknesses in security. Report to the County the nature of the Security Breach, the County data used or disclosed, the person who made the unauthorized use or received the unauthorized disclosure, what Contractor has done or will do to mitigate any harmful effect of the unauthorized use or disclosure, and the corrective action Contractor has taken or will take to prevent future similar unauthorized use or disclosure.

1.5.5.1. Proposers shall complete the attached Vendor Security & Compliance Questionnaire in full upon County's request. The County Cyber Security Services Division will review upon submission and will follow up with proposer should more information or clarity be required.

#### 1.5.5. Security



2.1.2.2 Based on the preliminary scores, the County may request that the top scoring Proposers conduct an oral presentation and/or submit a Best and Final Offer that may include revisions to Technical Approach, Integration, and/or Cost. Be advised that the evaluators may revise the preliminary scores based on the oral presentations (if applicable), reference inquiries, other information obtained

2.1.2.1 Based on information acquired through the Proposer's responses and the responses of references (if applicable), the County will award a preliminary score to each Proposal.

The evaluators will consider how well the Proposer's Proposal meets the needs of the County as described in the Proposer's response to each question in this Solicitation Document. It is important that the responses be clear and complete so that the evaluators can adequately understand all aspects of the response. Please follow all instructions carefully. The Proposal should be submitted according to the instructions/outline specified in this Solicitation Document. A Proposal that fails to follow these instructions may be considered non-responsive and may be eliminated from further consideration.

#### 2.1.2 Evaluation Procedures

2.1.1 The County will review and evaluate all Proposals submitted in response to this Solicitation Document. The evaluation process is designed to award the Contract to the Proposer with the best combination of attributes as demonstrated in the Proposal scores. Scores are based on the evaluation of the information contained in Proposer's Proposal which include, but is not limited to, Proposer's responses to the questions set forth in the Requirements section of this Solicitation Document and any corresponding attachments including a brief description of methodology, qualifications, experience, and the cost of the Services/Work.

#### 2.1 Evaluation/Selection Process

### 2. SPECIAL TERMS AND CONDITIONS

1.5.7.5. The proposed system shall have administrative controls that authorize different levels of access to delete, edit, track, and read information throughout the system and should have the capability of locking information and tracking changes to information throughout each module.

1.5.7.4. Ability to access software platform from any computer, tablet, mobile device or via the internet.

1.5.7.3. Electronic signature capture – capture signatures for storage on documents; also capture and store staff signatures for documents in office and online.

1.5.7.2. Streamline processing processes and workflow.



Lowest Cost Proposal x Maximum Points = Score

2.1.3.1 Quote/Cost Total: Points awarded for the "Quote / Cost Total" portion of this Solicitation Document will be based upon the following formula:

Award Criteria		Point Value
Quote/Cost Total. Software (To include all costs associated with software, system setup, and year one (1) licensing and support) • Data conversion/migration • Annual Flat Fee for Billing Export File Functionality • Annual Licensing – Year Two (2) • Annual Licensing – Year Three (3) • Annual Maintenance & Support – Year Two (2) • Annual Maintenance & Support – Year Three (3)	20	20
Approach – The extent to which the proposal presents a clearly defined and well thought out method to achieve each objective and the extent to which the method chosen appears to be an effective, efficient way to accomplish such.	35	35
Implementation Schedule – The proposer's ability to deliver a complete working system based upon the requirements of the RFP in reasonable and realistic time frames.	20	20
Prior experience and past performance – Prior experience, qualifications of personnel, and demonstrated competence including technical ability in establishing comparable programs; demonstrated ability to work effectively with management and employees and employee organizations; familiarity within the environmental context of local governmental system; demonstrated ability to communicate effectively in non-technical, easily understood language both verbally and in concise written form.	25	25
Total:		100

The scoring/weighting of Proposals will be accomplished utilizing the evaluation criteria identified in the following table:

### 2.1.3 Scoring/Weighting of Questions

through the County's investigations of past performance and/or submissions of Best and Final Offers (if applicable).



2.2.1.3.1 Negotiations: If necessary, the County will enter into negotiations of the software license provisions with the apparent successful proposer in order to agree to mutually acceptable provisions. These negotiations shall be limited to a reasonable time period. If in the County's sole determination the negotiations exceed a reasonable time period, the County shall terminate the negotiations with the apparent successful proposer and enter into negotiations with the next highest scoring proposer.

2.2.1.3 Selection of Apparent Successful Proposer and Negotiation of Software License Provisions: The apparent successful proposer will be the vendor with the best combination of attributes as demonstrated in the solicitation scores.

2.2.1.2.2 Proposals that contain alternative software licensing provisions: The County will score how closely the proposer's software license provisions match the Standard Software Licensing Provisions with more points awarded for fewer deviations.

2.2.1.2.1 Proposals that contain no alternative software licensing provisions: These proposals shall receive the maximum score allowed as identified within this Request for Proposal (RFP).

2.2.1.2 Scoring of Software Licensing Provisions: Software licensing provisions will be evaluated and scored by the County as follows:

2.2.1.1 Unless otherwise proposed, the Standard Software Licensing Provisions below shall apply. Proposers may include their firms' licensing provisions as an alternative to the Standard Software Licensing Provisions. Proposers are cautioned not to incorporate any terms or conditions into their proposed software license provisions other than those that are customary and/or usual or which result in a modification to their proposal. Such inclusions may result in the rejection of their Proposal in its entirety.

## 2.2.1 Software Licensing Provisions

### 2.2 Information Technology

2.1.3.2 The County reserves the right not to award the Contract to the Proposer with the lowest Quote/Cost.

2.1.3.3 If this Solicitation Document contains more than one line item, the County reserves the right to award by line item, by group/section, or by overall total net Proposal price, whichever is determined to be in the County's best interest.

Divided by Other Proposer's Cost

2.2.1.5.1 Licensed System; Services: Licensor warrants that, on the Acceptance Date, the Licensed System furnished hereunder shall be free

#### 2.2.1.5 Warranties

2.2.1.4.4 Proprietary Information: To the extent authorized by Florida law, the parties agree to take reasonable steps to preserve the confidential and proprietary nature of information provided by the other party. The County shall include and shall not alter, remove or cancel, any copyright, trade secret or other proprietary notices on the Licensed System.

2.2.1.4.3 Copies: The County shall have the right to reproduce for internal use all of the Licensed System and Documentation described in RFP for its internal users, subject to the requirements on use, disclosure, and proprietary notice set forth herein.

2.2.1.4.2 Payment for Software: The County shall pay the Contractor/Licensor the license fee in full within forty-five (45) days upon delivery of the software and receipt of a proper invoice as defined in the Hillsborough County Prompt Payment Procedures, which are on file at the Board of County Commissioners Accounting Department, County Center, 601 E. Kennedy Blvd., 12th Floor, Tampa, Florida 33602.

2.2.1.4.1 Licensed System, Services: The Contractor/Licensor (Licensor) grants and County accepts upon the terms and conditions contained herein, nontransferable license to use of "Licensed System" as herein defined and described. This Licensed System shall be used solely for the County's own purposes. The Licensed System shall include in its meaning, any improvements, additions, or modifications of the version or versions of the Licensed System which Licensor has licensed the County to use, and materials, documentation and technical information provided to County in written form and identified in the RFP, for use in connection with the Licensed System. The Licensor further agrees to perform certain services relating to the Licensed System as set forth herein.

#### 2.2.1.4 Standard Software Licensing Provisions

2.2.1.3.2 Successive apparent successful proposer(s): Upon failure to negotiate mutually acceptable software license provisions, and termination of negotiations with the apparent successful proposer, the next highest scoring proposer will become the new apparent successful proposer and the County will enter into negotiations of the software license provisions with this vendor as described in the previous paragraph. This process shall be repeated if necessary to obtain mutually acceptable software license provisions.

2.2.1.5.5 Limited Warranty: Licensor's warranties are limited to those set forth in this agreement and do not include any other express or implied warranties, including implied warranty of merchantability and fitness for a particular purpose.

2.2.1.5.4 Licensor's Fulfillment Of Warranty Obligations: If, at any time during the twelve (12) month period immediately following the Acceptance Date, Licensor or County, or both, discover any defects, errors or non-conformities in the Licensed System or any other respect in which the Licensed System fails to conform to the provisions of any warranty contained in these License Provisions, Licensor shall, at no cost to the County, promptly correct such defects, errors) or non-conformities by, among other things, supplying the County with such corrective codes and making such additions, modifications, or adjustments to the package as may be necessary to keep the Licensed system in operating order in conformity with the warranties herein.

2.2.1.5.3 Compliance with Applicable Laws: Licensor warrants that Licensed System, its license to and use by County, and the performance by Licensor of the services, shall be in compliance with all applicable laws, rules and regulations.

2.2.1.5.2 Ownership; Authority: Licensor warrants that it has full power and authority to grant the rights granted by these License Provisions to County with respect to Licensed System without the consent of any other person or entity. Licensor also warrants that neither the performance of the services by Licensor nor the license to and use by County of the Licensed System and documentation, including the copying of the Licensed System and documentation, will in any way constitute an infringement or other violation of any copyright, trade secret, trademark, patent, invention, proprietary information, nondisclosure or other rights of any third party.

from significant programming errors and from defects in workmanship and materials, and shall operate and conform to the performance capabilities, specifications, functions and other descriptions and standards applicable thereto as set forth in the RFP; that, in general, the Licensor shall perform the services in a timely and professional manner utilizing qualified professional personnel; and that the Licensed System and service shall conform to the standards generally observed in the industry for similar Licensed Systems and services. If the Licensor allows the County to modify the source code, the County will adhere to the Licensor prescribed procedures for such modifications. The warranty shall not be invalidated if the County modifies the code in accordance with Licensor prescribed procedures.



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2.2.1.8 Source Code: Upon the occurrence of a Source Code Delivery Event, Licensor shall deliver to County a full and complete set, for the most current

to acquire such license up to \$1,500,000.00.  
of these License Provisions and pay all additional fee(s) necessary  
County to continue the use of the Licensed System for the term  
2.2.1.7.2.3 if approved by the County, obtain a license for the

2.2.1.7.2.2 modify the Licensed System, without additional  
charge, to avoid the infringement, or

product, or  
with a compatible, functionally equivalent and non-infringing  
2.2.1.7.2.1 replace the Licensed System, at no additional charge,

quiet enjoyment and use of the Licensed System, Licensor shall:  
2.2.1.7.2 if a third-party claim seriously endangers or disrupts County's

intangible property rights of any third party.  
infringes a U.S. patent or copyright, or any Trade Secret, or any other  
demand, or action alleging that the System or any component thereof  
County, its employees and agents from and against any claim, suit,  
2.2.1.7.1 Licensor agrees to defend, indemnify, and shall hold harmless

#### 2.2.1.7 Indemnification

provided the County maintains current support with the Licensor.  
more new ones, these shall be furnished to the County at no charge,  
the basic program, function(s) of the Licensed System, or adds one or  
Licensor shall develop any changes in the Licensed System which affect  
2.2.1.6.2 Program Changes. If, at any time after the Acceptance Date,

County maintains current support with the Licensor.  
new ones, shall be furnished to the County at no charge, provided the  
the RFP and which do not change such function(s) or create one or more  
efficiency and effectiveness of the basic program function(s) described in  
time after acceptance testing in the Licensed System, that improve the  
modifications made by the Licensor to or in the Licensed System at any  
2.2.1.6.1 Improvements, which shall mean any additions or

#### 2.2.1.6 Improvements; Modifications

of the possibility or likelihood of such damages.  
components thereof, however caused, even if Licensor has been advised  
or otherwise relating to the use or performance of the System or any  
indirect, exemplary, incidental, or consequential damages arising out of  
2.2.1.5.6 Limitation of Liability: In no event shall Licensor be liable for any

2.2.1.10.1.2 Licensor has failed to file, within ten (10) Days after receipt of such notification, an affidavit, or declaration with County by an officer of Licensor stating that the event described in item (1) and specified in such notification has not occurred or has been cured; or

2.2.1.10.1.1 The County has notified Licensor by certified mail of the occurrence of such an event described above and has demanded that Licensor deliver the Source Code for all Computer Program(s); and Either:

2.2.1.10 Licensor files a petition in bankruptcy or petition to take advantage of any insolvency action, makes an assignment for the benefit of its creditors, consents to the appointment of a receiver for itself or the whole or substantially all of its property, is adjudicated a bankrupt on a petition in bankruptcy filed against it, files a petition or answer seeking reorganization or arrangement or other aid or relief under any bankruptcy or insolvency laws for the relief of debtors, or is the subject of an order, judgment, or decree entered by a court of competent jurisdiction appointing a receiver for Licensor or the whole or substantially all of its property, or approval of a petition filed against Licensor or the whole or substantially all of its property, or approval of a petition filed against Licensor seeking reorganization or arrangement of Licensor under any bankruptcy or insolvency laws or any other law for the relief of debtors; and

2.2.1.9 County encounters Licensor's inability or failure to correct material error(s) in the Computer Program(s) for any reason, or otherwise to carry out in any material respect the maintenance or support obligations set forth in these Provisions for any reason; or

For purposes of these Provisions, "Source Code Delivery Event" means the combination and completion of the following:

version of each of the Computer Program(s), of source code on computer magnetic media; all necessary and available information, proprietary information, and technical documentation that shall enable County to create, maintain and/or enhance the licensed material without the aid of Licensor or any other person or reference to any other materials; maintenance tools (test programs and program specifications); proprietary or third-party systems utilities (compiler and assembler descriptions); description of the system/program generation; and descriptions and locations of programs not owned by Licensor, but required for use and/or support. The license granted hereunder includes the right, exercisable upon such delivery, to use such materials for purposes of County's providing internally, or procuring from Permitted Contractors, such maintenance and support as County may require with respect to the Computer Program(s) and, as incident thereto, to copy and modify the Computer Program(s) in support of the authorized uses of the Computer Program(s).





Quantities given represent the best estimate for use and shall be the basis for award. However, these quantities are not intended to represent actual requirements, which are not known at this time and may vary during the Contract Period. The County does not guarantee a minimum total purchase. Furthermore, the requirements of the County may exceed best estimates and the Successful Bidder/Proposer shall provide such requirements to the extent they are reasonable.

## 2.6 Estimated Quantities

The Contract resulting from this Solicitation Document will be in effect for a three (3)-year period (ending on the last day of the final month) from the effective date of the Contract as established by the County's Blanket Purchase Agreement (BPA) or Contract Purchase Agreement (CPA).

## 2.5 Contract Period for Term Contract

By submitting an Offer, the Bidder/Proposer declares that it understands and agrees that Bidder's/Proposer's Offer in addition to the Specifications, the Instructions, the General Terms and Conditions, the Special Terms and Conditions, the Insurance and Bond requirements, any Amendment(s) issued and all applicable attachments to this Solicitation Document shall become a valid contract between the County and the Contractor upon approval of the contract award by the Board of County Commissioners (if applicable), upon approval of the contract award by the County Administrator (if applicable), or upon the County's issuance of a Contract Purchase Agreement, Blanket Purchase Agreement, or Purchase Order, whichever occurs sooner.

## 2.4 Purchase Order/Contract

Unless otherwise stipulated by the Bidder/Proposer in its Offer, the Bidder/Proposer agrees to make available to all government agencies, departments, and municipalities the Offer prices submitted in accordance with the terms and conditions of this Solicitation Document, should any governmental entity desire to buy under the Contract resulting from this Solicitation Document.

## 2.3 Optional Provision for Other Agencies

2.2.1.10.1.2.1 an affidavit or declaration stating that such event has not occurred or has been cured is filed, either.  
2.2.1.10.1.2.2 Licensor subsequently accepts County's demand notwithstanding Licensor's prior opposition, or  
2.2.1.10.1.2.3 a court of competent jurisdiction subsequently determines that an event described in item (1) above has in fact occurred and has not been cured.

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Tampa Sports Authority

Tampa Port Authority

Tampa Palms Community Development District

Supervisor of Elections

State Attorney's Office

Property Appraiser

Hillsborough County Sheriff

Hillsborough County School Board

Hillsborough Community College

Hillsborough County Board of County Commissioners

Hillsborough County Aviation Authority

Hillsborough Area Regional Transit Authority

Expressway Authority

Clerk of the Circuit Court

City of Temple Terrace

City of Tampa Housing Authority

City of Tampa

City of Plant City

Children's Board of Hillsborough County

All Offers received by the County in response to this Solicitation Document shall be considered as Offers to members of the Hillsborough County Governmental Purchasing Council. Members, at their discretion, may utilize the Contract that results from this Solicitation Document. Members may purchase the goods, Services and/or Work under the same terms and conditions as the Contract between the Contractor and the County. Members will issue their own purchase orders, issue payments, and coordinate the service locations with the Contractor, as applicable. The Hillsborough County Governmental Purchasing Council consists of the following agencies:

**2.7 Hillsborough County Governmental Purchasing Council: Reference Laws of Florida 69-1112 and 69-1119**

"Bid(s)", "Bidder's Bid", "Proposal(s)", or "Quote(s)" shall mean the offer, bid, proposal, or quote of the Bidder/Proposer submitted on the prescribed forms setting forth the prices for the Work to be performed, along with all other documents submitted by the Bidder/Proposer in response to this Solicitation Document.

### 3.3 Bid(s), or Bidder's Bid

"Amendment(s)", "Addendum", or "Addenda" shall mean the additional information and/or requirements concerning this Solicitation Document that are issued by the County, in writing, prior to the Close Date.

### 3.2 Amendment(s), Addendum, or Addenda

"Agreement" shall mean the written agreement between the County and the Contractor covering the goods and/or Services to be provided and/or the Work to be performed pursuant to this Solicitation Document. The Agreement (if one is required for this particular Solicitation Document) will be attached to and made a part of the Contract Documents.

### 3.1 Agreement

The following words and expressions (or pronouns) shall, wherever they appear in this Solicitation Document and the Contract Documents, be construed as follows unless a different meaning is clear from the context.

### 3.0 Definitions

In the event the County elects to terminate the Contract, the County shall provide the Contractor with notice of termination in writing by electronic and/or certified mail. The County shall pay the Contractor for any accepted goods, Services and/or Work provided by the Contractor to the County prior to the Contractor's receipt of said termination notice.

### 2.9 Termination for Convenience

The County shall issue a Blanket Purchase Agreement (BPA) or Contract Purchase Agreement (CPA) to cover any goods, Services and/or Work to be furnished under this Contract. The County user departments will then issue Standard Purchase Orders against the BPA/CPA on an as-needed basis. The Successful Bidder/Proposer shall deliver the applicable goods, Services and/or Work only upon receipt of a Standard Purchase Order. No goods, Services and/or Work are to be provided until a Standard Purchase Order is issued. However, any Standard Purchase Order issued PRIOR to the end of the Contract Period shall be completed, invoiced, and paid after the expiration of the Contract. Orders shall be issued only during the Contract Period. The County reserves the right to modify the delivery location(s) identified throughout the Contract Period.

### 2.8 Ordering

Tax Collector



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"Contract" or "Contract Documents" shall mean the Definitions, Instructions, General Terms and Conditions, Special Terms and Conditions, Insurance and Bond requirements, Specifications, Equal Employment Opportunity and Affirmative Action Requirements, all Amendments(s) issued, the Offer, the Agreement (if applicable), all the attached documents identified in this Solicitation Document, all supplementary drawings issued after award of the contract, all Change Orders, all

### 3.11 Contract or Contract Documents

"Close Date" shall mean the date and time set for delivery to the County of all Offers submitted in response to this Solicitation Document.

### 3.10 Close Date

"Change Order" shall mean a written order or alteration to a Contract or Purchase Order signed by the appropriate County and Contractor authority directing an addition, deletion, or revision in the provision of the goods and/or Services or an adjustment in the Contract Price and/or Contract Time.

### 3.9 Change Order

"Business Day(s)" shall mean Monday through Friday excluding public holidays.

### 3.8 Business Day(s)

"Bond" or "Earnest Money Deposit (EMD)" shall mean bid bond, performance bond, and/or payment bond and other instruments of security furnished by the Bidder/Proposer/Contractor and its Surety in accordance with this Solicitation Document and/or the Contract Documents.

### 3.7 Bond

"Board of County Commissioners" shall mean the Board of County Commissioners of Hillsborough County, Florida.

### 3.6 Board of County Commissioners

"Blanket Purchase Agreement (BPA)" shall mean the County's written document to the Contractor stating the products/Services/Work to be provided, the pricing for said products/Services/Work, the effective dates for the provision of said products/Services/Work, and any additional terms and conditions of the Contract, if applicable.

### 3.5 Blanket Purchase Agreement (BPA)

"Bidder" or "Proposer" shall mean any person, partnership, corporation or other entity or organization submitting a Bid, Proposal, or Quote to provide the goods, Services and/or Work solicited by the County in this Solicitation Document.

### 3.4 Bidder



"Designee" shall mean the person appointed by the Board of County Commissioners and/or the County Administrator to act on his/her behalf.

### 3.19 Designee

"Day(s)" shall mean one calendar day.

### 3.18 Day(s)

"County Administrator" shall mean Hillsborough County's County Administrator, or a designee identified by the County Administrator to perform certain functions on behalf of the County Administrator.

### 3.17 County Administrator

"County" shall mean the Board of County Commissioners, Hillsborough County, Florida, for whom the Contract is being performed.

### 3.16 County

"Contractor" shall mean the Successful Offeror, whether a corporation, partnership, individual or any combination thereof, and its, their or his/her successors, personal representatives, executors, administrators, and permitted assignees.

### 3.15 Contractor

"Contract Time" or "Contract Period" shall mean the number of calendar Days stated in the Contract Documents for the completion of the Work and/or the provision of the goods and/or Services specified therein.

### 3.14 Contract Time or Contract Period

"Contract Purchase Agreement (CPA)" shall mean the County's written document to the Contractor stating the products/Services/Work to be provided, the pricing for said products/Services/Work, the effective dates for the provision of said products/Services/Work, and additional terms and conditions of the Contract, if applicable.

### 3.13 Contract Purchase Agreement (CPA)

"Contract Price" shall mean the total monies payable to the Contractor under the Contract Documents.

### 3.12 Contract Price

Allowance Authorization Releases, and all provisions required by law to be a part of the Contract Documents, whether actually inserted therein or not.

"Notice to Proceed" shall mean the written notice given by the County to the Successful Bidder/Proposer and/or Contractor of the date for the Work to start and/or for the date of the Successful Bidder/Proposer and/or Contractor to provide the goods and/or Services specified in the Contract Documents.

### 3.26 Notice to Proceed

"Notice of Award" shall mean the written notice given by the County to the Successful Bidder/Proposer that said Bidder/Proposer has been selected by the County to provide the goods/Services and/or perform the Work specified in this Solicitation Document.

### 3.25 Notice of Award

"Notice" shall mean a written notice for the County and the Contractor as set forth in this Solicitation Document and/or the Contract Documents.

### 3.24 Notice

"Modification Agreement(s)" shall mean the written order to the Contractor authorizing an addition, deletion, or revision in the goods, Services and/or Work to be provided under the Contract Documents or an adjustment in the Contract Price issued after the award of and/or execution of the Contract/Agreement. Such written order must be approved and/or executed by the applicable authorized representatives of the County in accordance with County policy. Modification Agreements that are required to be approved by the Board of County Commissioners pursuant to County policy must be executed by the Contractor and the Chair of the Board of County Commissioners.

### 3.23 Modification Agreement

"Minimum Specifications" shall mean the portion of the Specifications that address the technical requirements of the Work to be performed under this Contract including materials, equipment, and workmanship.

### 3.22 Minimum Specifications

"Electronic Bidding System" shall mean the County's Electronic Bidding System.

### 3.21 Electronic Bidding System

"Earnest Money Deposit (EMD)" or "Bond" shall mean bid bond, performance bond, and/or payment bond and other instruments of security furnished by the Bidder/Proposer and/or Contractor and its Surety in accordance with this Solicitation Document and/or the Contract Documents.

### 3.20 Earnest Money Deposit (EMD)



"Quote(s)" or "Bid(s)" or "Bidder's Bid(s)" or "Proposal(s)" shall mean the offer, bid, proposal, or quote of the Bidder/Proposer submitted on the prescribed forms setting forth the prices for the Work to be performed, along with all other documents submitted by the Bidder/Proposer in response to this Solicitation Document.

### 3.34 Quote(s)

"Purchase Order" shall mean the County's written document to the Contractor authorizing Work.

### 3.33 Purchase Order

"Proposer" or "Bidder" shall mean any person, partnership, corporation or other entity or organization submitting a Bid, Proposal, or Quote to provide the goods, Services and/or Work solicited by the County in this Solicitation Document.

### 3.32 Proposer

"Proposal(s)" or "Bid(s)" or "Bidder's Bid(s)" or "Quote(s)" shall mean the offer, bid, proposal, or quote of the Bidder/Proposer submitted on the prescribed forms setting forth the prices for the Work to be performed, along with all other documents submitted by the Bidder/Proposer in response to this Solicitation Document.

### 3.31 Proposal(s)

"Project Manager" shall mean the duly authorized representative of the Board of County Commissioners during the Contract Period.

### 3.30 Project Manager

"Project" shall mean the entire action and/or improvement which is the subject of this Solicitation Document and/or the Contract Documents.

### 3.29 Project

"Offeror" shall mean any person, partnership, corporation or other entity or organization that has submitted an Offer, Bid, or Proposal to the County in response to a procurement solicitation issued by the County to provide equipment, supplies, materials, or Services.

### 3.28 Offeror

"Offer(s)" or "Bid(s)" or "Proposal(s)" or "Quote(s)" shall mean the offer, bid, proposal, or quote of the Offeror submitted on the prescribed forms setting forth the prices for the Work to be performed, along with all other documents submitted by the Offeror in response to this Solicitation Document.

### 3.27 Offer(s)



"Successful Bidder" or "Successful Proposer" shall mean the Contractor and vice versa, whether a corporation, partnership, individual or any combination thereof, and its, their or his/her successors, personal representatives, executors, administrators, and permitted assignees.

### 3.41 Successful Bidder/Proposer

"Subcontractor" shall mean any person, firm, or corporation other than employees of the Contractor who or which contracts with the Contractor to furnish, or actually furnishes labor, materials, and/or equipment for the Work and/or Project to be performed that is the subject of the Contract Documents.

### 3.40 Subcontractor

"Specifications" shall mean the detailed information set forth in the "Specifications" section of this Solicitation Document describing and/or concerning the goods, Services and/or Work being solicited by the County via this Solicitation Document, including, but not limited to, any terms and conditions contained within the "Specifications" section, any Amendment(s) issued related to the "Specifications" section, and/or any drawings or maps relating to the "Specifications" section of this Solicitation Document.

### 3.39 Specifications

"Solicitation Document" shall mean the solicitation issued by the County for the goods, Services and/or Work specified herein; and shall include the Definitions, Instructions, General Terms and Conditions, Special Terms and Conditions, Insurance and Bond requirements, Specifications, Requirements, and all Amendment(s) issued.

### 3.38 Solicitation Document

"Site(s)" shall mean the area(s) upon or in which the Contractor's operations are carried on and such other areas adjacent thereto as may be designated as such by the County.

### 3.37 Site(s)

"Service(s)" shall mean the activity/improvement and/or the means or methods necessary for implementation and prosecution of the Project and/or Work that is the subject of the Contract Documents.

### 3.36 Service(s)

"Request for Proposal" shall mean the Solicitation Document issued by the County for the goods, Services and/or Work specified herein; and shall include the Definitions, Instructions, General Terms and Conditions, Special Terms and Conditions, Insurance and Bond requirements, Specifications, Requirements, and all Amendment(s) issued.

### 3.35 Request for Proposal



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4.2.2 A written Affirmative Action/Equal Employment Opportunity (AA/EEO) Policy or Program is required if the Offeror has fifteen (15) or more employees. If the Offeror has fewer than fifteen (15) employees, then a written Affirmative Action (AA) Policy

4.2.1 The County hereby notifies all Offerors that Minority Business Enterprises (MBE's), Disadvantaged Minority Business Enterprises (DMBE's), and Disadvantaged Women Business Enterprises (DWBE's) will be afforded an equal opportunity to participate in any award made by the County pursuant to this Solicitation Document and will not be subjected to discrimination on the basis of actual or perceived race, color, religion, sex, national origin, age, marital status, disability, sexual orientation, or gender expression. The County prohibits any person/business involved in County contracting and procurement activities, to discriminate on the basis of actual or perceived race, color, religion, sex, national origin, age, marital status, disability, sexual orientation, or gender identity or expression.

#### 4.2 Affirmative Action Business Enterprise Policy

4.1.2 Offers delivered by non-electronic means, facsimile, electronic mail (e-mail) or electronic means other than through the County's Electronic Bidding System will not be considered.

4.1.1 The County shall only accept Offers through its Electronic Bidding System.

#### 4.1 Bid Submissions

#### 4.0 Instructions

"Work" shall mean any and all obligations, duties and responsibilities necessary for the successful delivery of the goods and/or the successful completion of the Services, Project and/or tasks assigned to or undertaken by the Contractor pursuant to the Contract Documents, including, but not limited to, the furnishing of all labor, materials, equipment and other incidentals contemplated by and/or related to the Contract Documents.

#### 3.44 Work

"Unilateral Change Order" shall mean a written order or alteration to a Contract or Purchase Order signed by the appropriate County authority directing an addition, deletion, or revision in the provision of the goods and/or Services or an adjustment in the Contract Price and/or Contract Time that does not require concurrence of the Contractor.

#### 3.43 Unilateral Change Order

"Surety" shall mean any corporation that executes, as surety, the Bidder's/Proposer's Bid/Proposal bond, and/or any corporation that executed, as surety, the Contractor's Bid/Proposal, performance, and/or payment Bond.

#### 3.42 Surety



Preliminary results are generally available within two (2) Business Days to Bidders/Proposers in the County's Electronic Bidding System.

#### 4.5 Bid/Proposal/Quote Results

Pricing must be quoted only in the space(s) provided within this Solicitation Document; no other form(s) will be accepted. When applicable, all prices quoted are to be free-on-board (F.O.B.) to the job site or specified delivery location in Hillsborough County, Florida.

#### 4.4 Bid/Proposal/Quote Pricing

4.3.4 Bidder must have the capacity, knowledge, skill, and general ability to fully perform. Bidder must also have the integrity, reliability, and other applicable qualities that will ensure good faith performance. The County reserves the right to require Bidder to submit documentation and other evidence attesting to the Bidder's responsibility. The County may reject Bidder's Bid/Quote if, at the County's sole discretion, Bidder fails to submit documents and evidence of responsibility and/or the County has determined that the Bidder is not responsible.

4.3.3.2 who is not in a position to perform the contract.

4.3.3.1 determined to be non-responsible due to failure to perform properly or timely on a comparable contract; and

4.3.3 The County also reserves the right to reject the Bid/Quote of any Bidder:

4.3.2 The County, in its sole discretion, may determine whether acceptance of the Bid/Quote is in the best interest of the County. Further, the County reserves the right to reject any and all Bids/Quotes and to waive any informality concerning a Bid/Quote whenever such rejection or waiver is in the best interest of the County and in conformance with Florida Law.

4.3.1 A Contract, if awarded, will be awarded to the lowest responsive and responsible Bidder in accordance with this Solicitation Document and applicable law.

#### 4.3 Award of Contract and Rejection of Bids

4.2.3 Offeror is required to complete and submit the "Affirmative Action Plan Self-Analyses" Forms contained in the County's AA/EEO Packet (included in this solicitation) no later than fifteen (15) Business Days after notification of low Bidder status by the County.

Statement is required. A copy of Offeror's written AA/EEO Policy/Program or AA Policy Statement (as applicable) should be submitted to the County within five (5) Business Days of notification of low Bidder status by the County but must be submitted no later than fifteen (15) Business Days after notification of low Bidder status by the County.





Offeror is further advised that pursuant to Hillsborough County Code of Ordinances and Laws, Part A, Chapter 2, Article VI, Division 3, Sec. 2-567(b)(i), any protest of the Specifications and/or terms and conditions contained within this Solicitation Document must be received by the County

[www.hcflgov.net/en/businesses/doing-business-with-hillsborough/vendors/vendor-forms-and-documents](http://www.hcflgov.net/en/businesses/doing-business-with-hillsborough/vendors/vendor-forms-and-documents)

Offeror is advised that by submitting an Offer, Offeror hereby agrees to comply with the County's Procurement Policy and Procedures, including, but not limited to, the County's policy and procedures regarding Bid protests and Hillsborough County Code of Ordinances and Laws, Part A, Chapter 2, Article VI, Division 3. The County's Procurement Policy and Procedures can be found on the County's website at:

#### **4.8 Procurement Policy and Procedures and Hillsborough County Ordinance – Protest Process and Procedures**

4.7.2 be a basis for any claims for additional compensation and/or for any extensions of time.

4.7.1 excuse the Successful Bidder's/Proposer's failure to complete the Work in accordance with the Specifications and requirements set forth in this Solicitation Document based on the Successful Bidder's/Proposer's ignorance of conditions or difficulties that may exist prior to the Close Date or of conditions or difficulties that may be encountered during the execution of the Work; and/or

If applicable to this Solicitation Document, Bidder/Proposer is solely responsible for examining all Sites of the proposed Work and conducting any investigations necessary to inform itself of any difficulties that may be involved in the completion of the Work. Bidder's/Proposer's failure to conduct such examinations and investigations shall not:

#### **4.7 Bidder/Proposer Responsible for Examining/Investigating Work Site(s)**

No interpretation of the meaning of the Specifications or Scope of Work contained in this Solicitation or related Contract Documents will be made to any Bidder/Proposer orally. Every request for such interpretation must be submitted in writing through the electronic bidding system (Bonfire). To be given consideration, such requests must be received no later than 14 calendar days after the date of Solicitation issuance in Bonfire, site visit, or pre-bid conference, whichever is later. All interpretations and supplemental instructions provided by the County will be in the form of a written amendment which, if issued, will be communicated to all Bidders/Proposers who have acknowledged participation within Bonfire. All issued amendments shall become part of the Contract Documents. The "Primary Contact" information on Page 1 of this Solicitation is provided in the event assistance is needed. No Bids or Proposals shall be submitted or accepted through electronic mail (e-mail), facsimile, or by hard copy (paper). Bids and Proposals will only be accepted and considered if submitted through Bonfire.

#### **4.6 Bidder/Proposer Request for Interpretation of Solicitation Document**

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Pursuant to Hillsborough County Code of Ordinances and Laws, Part A, Chapter 2, Article VI, Division 3, there shall be a Cone of Silence for all procurement solicitations (except sole source procurement) issued by the County that are at or over the County's formal bid limit in order to safeguard the integrity of the County's procurement and protest process. Except as otherwise provide in this section, the Cone of Silence shall go into effect on the date a procurement solicitation is issued by the County and shall end the earlier of five (5) Business Days after the County posts its notice of intent to award the contract(s) associated with this solicitation or on the date the procurement solicitation is canceled by the County. However, if a protest is timely filed, then the Cone of Silence shall remain in effect for the duration of the protest process including the exhaustion of any related appeals related to the protest. Unless otherwise provided for in Hillsborough County Code of Ordinances and Laws, Part A, Chapter 2, Article VI, Division 3, during the time period the Cone of Silence is in effect, no Offeror, interested party and/or their principals, officers, employees, attorneys or agents shall communicate with County employees, the Hearing Master assigned to hear the applicable protest appeal and/or members of the Board of County Commissioners, including their aides and employees regarding a procurement solicitation and/or its related protest. The Cone of Silence does not prohibit an Offeror from communicating with the Director of the County's Procurement Services Department, County Procurement staff, or the attorney in the County Attorney's office that is directly responsible for the applicable procurement solicitation (this information can be obtained by contacting the County Procurement staff person listed as the contact in the applicable procurement solicitation).

#### 4.13 Cone of Silence

Unless otherwise specified, all goods supplied will be new, not used, or re-manufactured. Bid/Proposal/Quote prices shall include costs of delivery, shipping and handling. Any claims against the carrier will be the responsibility of the Contractor.

#### 4.12 Condition of Goods, Shipping Costs, and Claims Against Carrier

In instances where such is applicable due to the nature of a Solicitation Document, all material, equipment, etc., as proposed and offered by the Bidder/ Proposer must meet and conform to all O.S.H.A. requirements.

#### 4.11 Compliance With Occupational Safety and Health Act (O.S.H.A.)

The County reserves the right to cancel, in whole, or in part, this Solicitation Document when deemed to be in the best interest of the County.

#### 4.10 Cancellation of Solicitation Document

Bidder/Proposer is solely responsible for reading and completely understanding this Solicitation Document in its entirety.

#### 4.9 Bidder's/Proposer's Understanding of the Solicitation Document

no later than five (5) Business Days before the Close Date/Bid Submittal Deadline set forth in this Solicitation Document.



4.15.3 Eligible DM/DWBE Businesses - All DM/DWBE firms identified in Proposer's Proposal must either be certified with the County as a DM/DWBE or have reciprocal certification with the COUNTY by the **Close Date** for this RFP in order for Proposer's Proposal to be considered for the award of DM/DWBE bonus points. Eligible firms can apply to the County for certification with the COUNTY as a DM/DWBE by applying online

4.15.2 Bonus Points - In keeping with County policy, Proposers who have 10% or more DM/DWBE participation in the overall services/commodities being provided to the County can apply for bonus points to be added to its Proposal evaluation score. Qualified firms may receive five percent (5%) of the maximum allowable evaluation criteria points for such DM/DWBE participation/utilization. **Proposer must submit its request for bonus points/Letter of Commitment and all supporting documentation with its Proposal.** In the event the Proposer receives bonus points for its identification of a DM/DWBE firm in its Proposal, then such Proposer shall be committed to the utilization of such firm for at least ten percent (10%) of the overall services/commodities provided to the County under any contract resulting from this RFP. The County's Minority and Small Business Enterprises Division shall be responsible for reviewing the request for bonus points and shall determine the award of bonus points.

4.15.1 County Policy - Proposers are advised that the County has a policy that Disadvantaged Minority/Disadvantaged Women Business Enterprises ("DM/DWBEs") should have the maximum opportunity to participate in the County's procurement program. "DM/DWBE" shall mean a business that is certified as a bona fide DM/DWBE with the County or that has been granted reciprocal certification by the County.

#### **4.15 Disadvantaged Minority/Disadvantaged Women Business Enterprise and Small Business Enterprise (DM/DWBE and SBE) Participation**

Bidder's/Proposer's Offer must state all deviations to the exact requirements imposed upon the Bidder/Proposer. Such deviations must be stated upon the Bidder's/Proposer's Offer form; otherwise, the County may consider Bidder's/Proposer's Offer as being made in strict compliance with the requirements of this Solicitation Document. The County reserves the right to accept or reject any and all Offers, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if doing so will serve the County's best interest. Only Offers which conform in all material respects to this Solicitation Document will be accepted. The County may reject any Offer not submitted in the manner specified by this Solicitation Document.

#### **4.14 Deviations**

It is the responsibility of any Offeror/interested party to ensure that the Cone of Silence is no longer in effect prior to communicating with any person under the Cone of Silence (including determining whether protests have been filed for the subject solicitation and the status of such protests – which extends the Cone of Silence time period as stated above). A violation of the Cone of Silence will result in the disqualification of the Offeror from consideration in the award of the procurement solicitation unless it is determined that the violation is unintentional and/or not material.

4.15.6.4.1 A letter of intent from the DM/DWBE firm on the DM/DWBE's letterhead stating its intent to perform the services and the scope of

Commitment:

4.15.6.4 The following documents should be attached to the Letter of

4.15.6.3 A commitment from the Proposer stating that 10% or more of its ultimate fees will be subcontracted to that DM/DWBE firm; and

4.15.6.2 The name of the DM/DWBEs firms to be utilized;

4.15.6.1 The RFP number and title of the procurement solicitation;

4.15.6 Letter of Commitment - It is the responsibility of the Proposer to furnish all necessary information and documentation to the County in order to receive bonus points. Proposer's request for bonus points must be made on Proposer's letterhead and must include the following information which shall constitute the Letter of Commitment:

4.15.5 2<sup>nd</sup> and 3<sup>rd</sup> Tier Participation for Projects over \$20 Million - The Proposer will be allowed to utilize second (2<sup>nd</sup>) tier DM/DWBE participation (i.e., DM/DWBE subcontractor of 1<sup>st</sup> tier subcontractor) and third (3<sup>rd</sup>) tier DM/DWBE participation (i.e., DM/DWBE subcontractor of 2<sup>nd</sup> tier subcontractor) for goal attainment in projects/contracts valued at over Twenty Million Dollars (\$20,000,000).

4.15.4 Reciprocal Certification - The County will grant reciprocal certification for one six (6) month period to DM/DWBE firms which are principally domiciled in the State of Florida and certified by other jurisdictions located within the State of Florida. A reciprocal certification shall become effective on the date of contract award and is only valid for a six (6) month period. All firms granted reciprocal certification who wish to continue to participate in the County's DM/DWBE Program after the expiration of its reciprocal certification will be required to complete an application for certification to the County's Program prior to the expiration of the six month reciprocal certification period.

**\*\* Important Note - DM/DWBE firms bidding as prime contractors shall be subject to the same DM/DWBE subcontractor participation goals as a non-certified DM/DWBE firm. Thus, in order to receive goal credit/bonus points, the DM/DWBE prime contractor must utilize other DM/DWBE firms/subcontractors and cannot use the resources of its own firm to achieve the DM/DWBE participation goal.**

at <https://hillsboroughcounty.diversitycompliance.com/> - DM/DWBE & SBE Program (Hillsborough County Disadvantaged Minority and Disadvantaged Women Business Enterprise Program and the Small Business Encouragement Program). Firms that are no longer economically disadvantaged, that have graduated from the County's DM/DWBE Program, and those that have been denied certification by the County cannot be used to obtain bonus points. A listing of such graduated and denied firms is available on the following County website: <https://hillsboroughcounty.diversitycompliance.com/>.





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4.15.7.2 Substitution of DM/DWBE Subcontractor – In the event of a change in circumstances that are beyond the control of the Proposer/Contractor (such as changes made by the County to the scope of work to be performed or the inability of the DM/DWBE Subcontractor to perform the required services), the Proposer/Contractor shall submit a written explanation of the changed circumstances to the County's Minority and Small Business Enterprises Division and shall request a substitution of the original proposed DM/DWBE Subcontractor with another DM/DWBE. The substitution must meet the same certification requirements as the original proposed DM/DWBE and the substitution must be authorized, in writing, by the County's Minority and Small Business Enterprises Division. **The Proposer/Contractor shall not substitute with a non-DM/DWBE Subcontractor or complete the work using its own resources**

4.15.7.1 Subcontract Agreement(s) - Proposer/Contractor is required to submit to the County (using the County's Vendor Compliance System/B2GNOW) a copy of the fully executed subcontract agreement with the DM/DWBE firm(s) listed in Proposer's letter of Commitment **within thirty (30) Days** of the County's award of the Contract to the Proposer/Contractor and/or issuance of a valid task/work order by the County. If the Proposer/Contractor and the DM/DWBE Subcontractor are unable to successfully negotiate a subcontract agreement within this thirty (30) Day timeframe, then the Proposer/Contractor must notify the County's Minority and Small Business Enterprises Division of the impasse reached in negotiations. Upon a review of the facts, if it is determined that a substitution of the DM/DWBE Subcontractor may be warranted, then the Minority and Small Business Enterprises Division will advise the Proposer/Contractor to select a substitute DM/DWBE Subcontractor. The substitute DM/DWBE Subcontractor must meet the same certification requirements as the originally proposed DM/DWBE Subcontractor, and the substitution must be approved, in writing, by the County's Minority and Small Business Enterprises Division.

**4.15.7 Additional Contractor Requirements - If a Proposer receives bonus points and is ultimately awarded a contract pursuant to this RFP, then the following provisions shall apply:**

Failure to comply with any of the above requirements may result in a denial of the Proposer's request for bonus points.

4.15.6.4.2 A copy of the DM/DWBE's current DM/DWBE certification and/or registration. If the DM/DWBE is seeking reciprocal certification with the COUNTY, then a letter from the certifying jurisdiction or copy of the certification document evidencing certification by the certifying jurisdiction must be attached.

work. The letter should reference this RFP specifically and should be signed by the firm's owner/managing partner; and

4.15.8.5 The Minority and Small Business Enterprises Division may review subcontract agreements, purchase orders and other related and relevant performance and reporting relationships.

4.15.8.4 Communications, meetings and/or interviews with the Proposer/Contractor and/or Subcontractors, including their employees and/or agents, to identify and discuss other project-related matters or concerns such as

4.15.8.3 The County's Minority and Small Business Enterprises Division may require the Proposer/Contractor and/or Subcontractors to furnish the County with additional documentation (separate from those generated by the County's Vendor Compliance System (B2GNOW)).

4.15.8.2 The County's Minority and Small Business Enterprises Division may make scheduled and/or unannounced project site visits to assess the Proposer's/Contractor's and/or Subcontractor(s) performance and/or compliance.

4.15.8.1 Information generated by the County's Vendor Compliance System (B2GNOW) based on the required monthly payment/utilization reporting requirements of the County's DM/DWBE Program.

4.15.8 Compliance Monitoring by the County - The County may utilize the following tools to determine if the Proposer/Contractor and/or Subcontractors are complying with their DM/DWBE utilization requirements and/or other requirements of the County's DM/DWBE Program:

4.15.7.3 Vendor Compliance System - Proposer/Contractor is required to utilize the County's Vendor Compliance System (B2GNOW) on a monthly basis to (a) report DM/DWBE subcontractor utilization, (b) confirm payments received from the County, and (c) list all payments made by the Contractor to DM/DWBE Subcontractors in that monthly period. Contractors are required to report monthly payments to all DM/DWBE Subcontractors regardless of whether payment has been made to the Contractor by the County. If no payment has been made by the County, then Contractor must report a zero (0) dollar amount in the Vendor Compliance System (B2GNOW). Proposers/Contractors are required to update their contact information in the County's Vendor Compliance System (B2GNOW) to ensure that Contractor maintains compliance with the County's contract compliance program.

without the prior written approval of the County's Minority and Small Business Enterprises Division. Approval of such substitution by the County will be provided only upon a showing that it is not reasonable or possible for the Proposer/Contractor to obtain the services of another certified DM/DWBE to complete the relevant portions of the County Contract.



4.15.9.3 The County's Minority and Small Business Enterprises Division shall have the right to approve the Proposer's/Contractor's written commitment and/or request modifications/adjustments to the Proposer's/Contractor's written commitment.

(ii) Contact the County within five (5) Business Days of the date of the notice to discuss any issues preventing the Proposer's/Contractor's compliance with the DM/DWBE requirements and to identify a resolution to such issues. Such resolution will be in writing and must be approved by the County's Minority and Small Business Enterprises Division.

**OR**

4.15.9.2.2 Submit a written commitment to the County, within five (5) Business Days of the date of the notice, specifying the corrective actions to be taken to remedy the compliance deficiencies. Such written commitment must include the specific actions to be taken and the date for completion.

4.15.9.2.1 Immediately take action to correct the compliance deficiency; and

(i)

4.15.9.2.2 Instruct the Proposer/Contractor to take the following actions ((i) or (ii) below) to ensure its compliance with its DM/DWBE utilization requirements and/or the DM/DWBE Program requirements:

4.15.9.2.1 Identify the compliance deficiencies;

4.15.9.2 The Non-Compliance Notice shall specify the following:

4.15.9.1 The County shall issue a non-compliance and/or "failure to meet goal" notification to the Proposer/Contractor if the County determines that the Proposer/Contractor is not in compliance with its DM/DWBE utilization requirements and/or the DM/DWBE Program requirements ("Non-Compliance Notice").

#### 4.15.9 Notification of Non-Compliance

documents for the purpose of verifying that Subcontractors are performing and receiving payment for the work specified therein.



4.15.9.4 Any commitments made by the Proposer/Contractor to remedy its compliance deficiencies will not preclude future determinations of non-compliance based on the County's finding that the Proposer's/Contractor's commitments were not faithfully performed.

4.15.10 Non-Compliance – If the County issues a Non-Compliance Notice to the Proposer/ Contractor and the Proposer/Contractor subsequently fails to address and/or remedy the compliance deficiencies as specified in the Non-Compliance Notice, then this failure by the Proposer/Contractor (i) may be deemed by the County to be a material breach of the Contract, and (ii) shall entitle the County to exercise any or all of the remedies set forth in the Subsections below titled "Non-Performance of Contractor" and "Remedies for Non-Performance".

4.15.11 Non-Performance of Contractor -

4.15.11.1 Failure by the Proposer/Contractor to comply with its DM/DWBE utilization requirements and/or comply with the requirements of the County's DM/DWBE Program may be considered by the County to be a material breach of contract.

4.15.11.2 Hillsborough County reserves the right to exercise any available remedy in the event of the Proposer's/Contractor's failure to comply with its DM/DWBE utilization requirements and/or comply with the requirements of the County's DM/DWBE Program.

4.15.11.3 Failure to perform under the terms of the Contract with regard to the DM/DWBE Program, includes, but is not limited to, the following:

4.15.11.3.1 Failure of the Proposer/Contractor to utilize the services of a DM/DWBE pursuant to a subcontract submitted to the County and utilized by the County in a determination of the Proposer's/Contractor's responsiveness to the DM/DWBE Program without the prior written approval of the County's Minority and Small Business Enterprises Division.

4.15.11.3.2 Failure of the Proposer/Contractor to address the compliance deficiencies as specified in a Non-Compliance Notice issued to the Contractor by the County.

4.15.11.3.3 Knowingly using a front company (i.e. a firm/business which is not, in fact, owned and controlled by minority individuals or women, but poses as such in order to participate in the County's Program) to achieve DM/DWBE participation on the County Contract.

4.15.11.3.4 Making any false statement(s) or using deceit for the purpose of influencing, in any way, any action of the County.



<http://www.hillsboroughcounty.org/procurement>

Pursuant to Section 287.087, Florida Statutes, Bidders/Proposers may submit with their Offers a certificate certifying that they have implemented a drug free workplace program. If two or more Offers are equal in price, quality, and service, preference will be given in the award process to the Bidder/Proposer who has furnished such certification with its Offer. A copy of the Drug-Free Workplace Form is attached to this solicitation and is also available from the Procurement Services Department website at:

#### 4.16 Drug Free Workplace Program

County procurements.

result in the denial of bonus points to the Proposer/Contractor in future on future procurement solicitations issued by the County and/or may responsibility determination of Bids/offers by the Proposer/Contractor requirements and/or reporting requirements may result in a non-Proposer/Contractor to comply with its DM/DWBE utilization to the criteria set forth in the County's Procurement Policy. Failure of the debarred from bidding on and/or working on County contracts pursuant Procurement Services that the Proposer/Contractor be suspended or Enterprises Division may recommend to the County's Director of 4.15.11.4.5 The Director of the County's Minority and Small Business enforcement or regulatory agency for investigation and/or prosecution. state or federal law or rule shall be referred to the applicable law, 4.15.11.4.4 Any violations under this section of any applicable local, 4.15.11.4.3 Either the total amount (or a percentage thereof as deemed appropriate by the County) paid to the Proposer/Contractor or firm under the Contract intended for expenditure with a DM/DWBE firm and not so expended may be forfeited and recoverable by the County.

breach of contract.

4.15.11.4.2 The exercise of any and/or all available legal remedies for 4.15.11.4.1 Termination of the Contract with the County.

include, but are not limited to, the following:

4.15.11.4 Remedies for Non-Performance - Remedies available to the County (B2GNOW).

4.15.11.3.6 Failure to report payments made to identified DM/DWBE businesses in the County's Vendor Compliance Management System regard to DM/DWBE Contract performance.

4.15.11.3.5 Unethical or other serious lack of business integrity with

4.20.2 Discussions may be held with all responsible Proposers after Proposals are opened for purposes of clarification. The County also reserves the right to request written clarifications from Proposers after the Proposals have been opened. Proposers will be in order of importance. Only these criteria will be used to determine the best Proposal.

4.20.1 All criteria for evaluation will be set forth in the Request for Proposal documents in order of importance. Only these criteria will be used to determine the best Proposal.

#### COMPETITIVE SEALED PROPOSALS DIFFER FROM COMPETITIVE SEALED BIDS IN SEVERAL AREAS:

#### 4.20 Explanation of Competitive Sealed Proposal Method of Procurement

Within ten (10) Days of the Notice of Award, the Successful Bidder/Proposer will be required to sign a written Agreement if one has been made a part of this Solicitation Document and identified as the "Agreement".

#### 4.19 Execution of Written Agreement

Prior to the Award of this Solicitation Document, the County reserves the right to require a demonstration of equipment as proposed in Bidder's/Proposer's Offer. Each Bidder/Proposer shall be prepared to schedule a demonstration of the type of equipment proposed at a time and location mutually agreeable to the Bidder/Proposer and the County. The location should be within reasonable traveling distance from the County, and the County shall be responsible for the travel expenses of its County staff members attending such demonstration. Equipment demonstration may be of Bidder/Proposer-owned equipment or third party-owned equipment. Failure on the Bidder's/Proposer's part to provide the equipment demonstration as described may result in the rejection of its Offer and/or suspension from consideration for award of bids, proposals, or contracts with the County for a period of up to twenty-four (24) months.

#### 4.18 Equipment Demonstration

<https://www.hillsboroughcounty.org/libray/hillsborough/media-center/documents/procurement-services/selling-to-hillsborough/direct-deposit-authorization-form.pdf>

(included in this solicitation) or at:

4.17.2 To enroll in ACH, Bidders must complete the Direct Deposit Authorization Form

solution in the event the Bidder is the Successful Bidder.

Note: If Bidder is already enrolled in the County's ACH solution for an existing contract/award, the Bidder will automatically receive payment using their enrolled

indicate its opt out in its Offer.

4.17.1 Automated Clearing House (ACH). Payments from the County will be made through an ACH payment solution where Offerors are paid with direct deposit. If the Offeror requests to opt out of being paid by direct deposit, then the Offeror should

#### 4.17 Electronic Payment Solution

with their Offer.

All Bidders/Proposers are requested to complete and submit the attached Substitute W-9 form

#### 4.24 IRS Substitute W-9, Request for Taxpayers Identification Number and Certification

After the Bid Submittal Deadline/Close Date, the County reserves the right to review and inspect representative samples of the products/goods being proposed by the apparent lowest responsive Bidder/Proposer. Within ten (10) Business Days of receiving a request from the County, Bidder/Proposer shall provide the County with samples of each item requested for the purpose of the County conducting a quality test or comparison without cost to the County. At the County's option, this inspection may take place locally, at the Bidder's/Proposer's place of business or at a location selected by the County. The County will not be responsible for shipping or other expenses incurred by the Bidder/Proposer in the qualification of its products or company. The County makes no guarantee that samples will be returned; however, samples not destroyed in testing may be available for return upon request (at the Bidder's/Proposer's expense) after testing is completed and after award of the Contract. Failure to provide the samples described above may result in the rejection of Bidder's/Proposer's Offer and/or suspension of Bidder/Proposer from bidding/proposing on County procurements.

#### 4.23 Inspection of Samples

All Offerors are required to comply with Hillsborough County Code of Ordinances and Laws, Part A, Chapter 46, Article III, as may be amended in the future. Failure of an Offeror to comply with such regulation shall not be a basis to protest the County's award of the Contract; instead, any reported failure of an Offeror to comply with these regulations will be referred to the Hillsborough County Tax Collector.

#### 4.22 Hillsborough County Business Tax

Prior to the award of this Solicitation Document, the County reserves the right to inspect the Bidder's/Proposer's facility and place of business to determine that the Bidder/Proposer has a regular, bona fide established business that is presently an on-going concern and is likely to continue as such and is capable of providing the products and/or services, including any later warranty service, or replacement parts support as may be required.

#### 4.21 Facilities Inspection

4.20.4 The County reserves the right to issue one or more call(s) for Best and Final Proposals if it is in the best interest of the County.

4.20.3 Award shall be made to the responsible Proposer whose Proposal is determined to be the most advantageous to the County taking into consideration only the evaluation factors set forth in the Request for Proposal.

given equal treatment with respect to discussions and all information obtained is to secure the best possible Offers for the County.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit an offer, or reply on a contract to provide any goods or services to a public entity; may not submit an offer, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit offers, or replies 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, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. Additionally, pursuant to County policy, a conviction of a public entity crime may cause the rejection of an Offer. The County may make inquiries regarding alleged convictions of public entity crimes. The unreasonable failure of a

#### 4.29 Public Entity Crimes Statement

Bidders/Proposers are instructed not to contact County employees regarding this Solicitation Document with the exception of employees of the Procurement Services Department. Potential Bidders/Proposers requesting clarification or additional information should contact the Procurement Services Department at the address/telephone/fax numbers or e-mail address listed in this Solicitation Document.

#### 4.28 Obtaining Clarification and/or Additional Information

Bidder/Proposer may not assign or otherwise transfer its Offer prior to or after the Bid Submittal Deadline/Close Date.

#### 4.27 No Assignment of Offers

Prior to the Bid Submittal Deadline/Close Date, Offers may be withdrawn upon written request signed by the Bidder/Proposer and submitted and/or postmarked to the County prior to the Bid Submittal Deadline/Close Date. Withdrawn Offers will not be returned to the Bidder/Proposer. Except as specifically provided for herein, Bidders/Proposers may not modify their Offers after the specified Bid Submittal Deadline/Close Date. Negligence on the part of the Bidder/Proposer in preparing its Offer confers no right of withdrawal or modification of its Offer after such Offer has been opened by County staff at the specified time and place. Bidders/Proposers may not withdraw or modify their Offers after the Bid Submittal Deadline/Close Date.

#### 4.26 Modification and/or Withdrawal of Offer Prior to Close Date

Bidder/Proposer shall be properly licensed for the appropriate category of Work specified in this Solicitation Document. All Bidders/Proposers are requested to submit any required license(s) with their Offers. License(s) must be effective as of the Bid Submittal Deadline/Close Date and must be maintained throughout the Contract Period. Failure to be properly licensed as stated above will result in the rejection of the Offer as non-responsive.

#### 4.25 Licensing





4.32.1 Beginning January 1, 2024, if the resulting Contract with the Proposer will grant the Proposer/Contractor access to an individual's personal identifying information – e.g. driver's license, military ID, passport, social security number, etc.), then pursuant to Florida Statutes, Section 287.138(4)(a), the Proposer/entity must provide the County with an affidavit signed by an officer or representative of the entity, under penalty of perjury, attesting that the entity does not meet any of the criteria set forth in Florida Statutes, Section 287.138(2)(a) through (c); (i.e., an affidavit stating that (a) the Proposer/entity is not owned by the government of a Foreign Country of Concern, (b) the government of a Foreign Country of Concern has no controlling interest in the Proposer/entity, and (c) the Proposer/entity is not organized under the laws of or does not have its principal place of business in a Foreign Country of Concern. **Said affidavit MUST be submitted with Proposer's Proposal/offer.** For purposes of this section, a "Foreign Country of Concern" shall mean the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Korea, the Republic of

(\*\*\* Only applicable to Proposers where the resulting contract will grant the Proposer/Contractor access to an individual's personal identifying information – e.g. driver's license, military ID, passport, social security number, etc.)

#### Concern

**4.32 Proposer Must Provide County with Affidavit Denying Involvement with a Country of Concern**

Proposers are advised that pursuant to Florida Statutes, Section 287.138, beginning January 1, 2024, the County cannot accept a bid on, proposal for, or reply to, or enter into a contract with an entity that would give access to an individual's personal identifying information if (a) the entity is owned by the government of a Foreign Country of Concern, (b) the government of a Foreign Country of Concern has a controlling interest in the entity, or (c) the entity is organized under the laws of or has its principal place of business in a Foreign Country of Concern. For purposes of this section, a "Foreign Country of Concern" shall mean the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country.

#### Would Give Access to an Individual's Personal Identifying Information

**4.31 Prohibition Against Contracting with Entities of Foreign Countries of Concern if Entity**

Proposers are advised that pursuant to Florida Statutes, Section 287.05701, the County cannot (a) request documentation of or consider a Proposer's social, political, or ideological interests when determining if the Proposer is a responsible vendor, and (b) give preference to a Proposer based on the Proposer's social, political, or ideological interests.

#### Contracting

**4.30 Prohibition Against Considering Social, Political, or Ideological Interests in Government**

Bidder/Proposer to promptly supply information in connection with an inquiry may be grounds for rejection of an Offer.

The County reserves the right to reject any Offer in which unit prices, in the sole opinion of the County, are unbalanced. In addition, where the County has decided to award this Solicitation Document, it further reserves the right not to utilize a particular line item that, in the sole opinion of the County, is excessively priced, and reserves the right to obtain that item from another source.

#### 4.37 Unbalanced Offers and/or Excessive Line-Item Prices

Offeror's Offer shall be in force for a period of not less than ninety (90) Days after the Close Date. Further, said Offer shall continue in force after said ninety (90) Day period, until thirty (30) Days following the date of receipt by County of written notice from the Offeror of its intent to withdraw its Offer, or until the date specified in said written notice as the expiration date of the Offer, whichever is later. The aforementioned time periods will remain in effect irrespective of whether an award has been made by the County. Notwithstanding the provisions of the preceding sentence, the Offeror may extend its Offer at any time prior to the scheduled expiration thereof.

#### 4.36 Time Period Offer is Valid

State sales and Federal Excise taxes shall not be included in the Bidder's/Proposer's Offer, as Hillsborough County is tax exempt. The Director of Procurement Services will sign exemption certificates submitted by the Bidder/Proposer.

#### 4.35 Taxes

Offeror must submit its Offer prior to the time specified in the Close Date. Late Offers will not be accepted.

#### 4.34 Submittal Deadline

Bidder/Proposer must furnish all requested information in the spaces provided within this Solicitation Document. Additionally, where required, Bidders/Proposers must attach cuts, sketches, descriptive literature and/or complete specifications relating to the items proposed in the Bidder's/Proposer's Offer.

#### 4.33 Requested Information and Descriptive Literature

4.32.2 Proposer is advised that per Florida Statutes, Section 287.138(4)(a), beginning January 1, 2024, the County cannot accept a bid on, a proposal for, or reply to, or enter into a contract with an entity which would grant the entity access to an individual's personal identifying information unless the entity provides the County with the aforementioned affidavit.

Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country.





5.4.1.1 Pursuant to Florida Statutes Section 448.095, the Contractor (and its subcontractors) are required to utilize the United States Department of Homeland Security's (DHS) E-Verify system for all newly hired employees. The E-Verify system is an Internet-based system operated by DHS that allows participating employers to electronically verify the employment eligibility of

#### 5.4.1 E-Verify

#### Best Practices

#### 5.4 Contractor Must Use E-Verify, Must Have Legally Authorized Workforce & Utilize IMAGE

The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of the Contractor if Contractor makes a claim.

#### 5.3 Changes in Contract Time

5.2.3.2 Adjustments in pay quantity/quantities as otherwise permitted by these Contract Documents.

5.2.3.1 Adjustments in pay quantity/quantities resulting from changes in item quantity/quantities; and/or,

5.2.3 The Proposal price shown in Proposal represents an estimate of the total compensation due to the Contractor under the terms of these Contract Documents which is based upon the quantities of items listed therein. The actual total compensation paid to the Contractor for the Project described in these Contract Documents may vary from that amount stated in Proposal due to:

5.2.2 Application of unit shown in Proposal to items designated as original plan quantity items; and,

5.2.1 Application of unit prices to the actual quantities (as measured in the field by appropriate County representatives of those items designated in Proposal as being a Unit Price item);

The total compensation payable to the Contractor for performing the Work in accordance with the terms of this Contract shall be based upon the following described factors:

#### 5.2 Changes in Contact Price

Unless otherwise specified, this Contract, including, but not limited to, the interpretation, bidding, award, execution and implementation thereof, shall be governed by the laws, rules, and regulations of the State of Florida.

#### 5.1 Applicable Law

### 5. GENERAL TERMS AND CONDITIONS



5.4.2.1.3 that the Contractor has actively and affirmatively verified such eligibility utilizing the E-Verify system and/or the Federal Government's Employment Eligibility Verification Form (the Form I-9).

5.4.2.1.2 that all of Contractor's employees are legally eligible to work in the United States; and

5.4.2.1.1 that Contractor is in compliance with all applicable Federal, State and local laws, including, but not limited to, the laws related to the requirement of an employer to verify an employee's eligibility to work in the United States;

5.4.2.1 Contractor is advised that the County has entered into an agreement (the IMAGE Agreement) with U.S. Immigration and Customs Enforcement (ICE) wherein the County will, in part, seek to promote the principles of ethical business conduct, prevent knowingly hiring unauthorized workers through self-governance, and encourage voluntary reporting of the discovery of unauthorized workers to ICE. Accordingly, by submitting its Offer, Contractor represents and warrants:

#### 5.4.2 Legally Authorized Workforce

5.4.1.4 Contractor is advised that pursuant to Florida Statutes Section 448.095, if the County has a good faith belief that a Subcontractor knowingly violated Florida Statutes Section 448.095(2) (but that the Contractor has otherwise complied with said Florida Statute), that the County is required to promptly notify the Contractor of such violation and order the Contractor to immediately terminate its contract with the applicable Subcontractor.

5.4.1.3 Contractor is advised that pursuant to Florida Statutes Section 448.095, the County is required to terminate this Contract if it has a good faith belief that the Contractor knowingly violated Florida Statutes Section 448.09(1); whereupon the Contractor will not be eligible for award of a public contract for at least one (1) year from the date of such termination.

5.4.1.2 Pursuant to Florida Statutes Section 448.095, the Contractor must obtain an affidavit from its Subcontractors stating that the Subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor is required to maintain a copy of such affidavit for the duration of the Contract Period and shall provide the County with a copy of such affidavit within three (3) Business Days of the County's request for said affidavit.

newly hired employees. Accordingly, by submitting its Offer, the Contractor represents and warrants that it is registered with, and uses, the E-Verify system for all newly hired employees.

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5.4.3.7 Establish a program to assess subcontractors' compliance with employment eligibility verification requirements. Encourage contractors to incorporate the IMAGE Best Practices contained in this paragraph and, when

5.4.3.6 Establish a procedure to report to ICE credible information of suspected criminal misconduct in the employment eligibility verification process.

5.4.3.5 Arrange for annual Form I-9 audits by an external auditing firm or a trained employee not otherwise involved in the Form I-9 process.

5.4.3.4 Require the Form I-9 and E-Verify process to be conducted only by individuals who have received appropriate training and include a secondary review as part of each employee's verification to minimize the potential for a single individual to subvert the process.

5.4.3.3 Establish an internal compliance and training program related to the hiring and employment verification process, to include, but not be limited to, completion of Form I-9, how to detect fraudulent use of documents in the verification process, and how to use E-Verify and the Social Security Number Verification Service.

5.4.3.2 Use the Social Security Number Verification Service and make a good faith effort to correct and verify the names and Social Security numbers of the current workforce. Establish a written hiring and employment eligibility verification policy.

5.4.3.1 Use the Department of Homeland Security employment eligibility verification program (E-Verify) to verify the employment eligibility of all new hires.

Contractor is required to incorporate the following IMAGE Best Practices into its business and, when practicable, incorporate verification requirements into its agreements with subcontractors:

#### 5.4.3 IMAGE Best Practices

5.4.2.3 Good faith claims/beliefs of the Contractor's use of unauthorized workers must be reported to both of the following agencies: The County's Compliance Services hotline at (813) 272-6554; and ICE (Immigration and Customs Enforcement) at 1-866-DHS-2-ICE (1-866-347-2423).

5.4.2.2 A mere allegation of Contractor's intent to use and/or current use of unauthorized workers may not be a basis to delay the County's award of a Contract to the Contractor unless the County has a good faith belief that the Contractor knowingly violated Florida Statutes Section 448.09(1) or such allegation has been determined to be factual by ICE prior to the date the Contract is scheduled to be awarded by the County.

Work is contrary to such laws, ordinances, rules, and regulations and without giving such notice to the County, the Contractor will bear all costs arising therefrom; however, it shall not be the

Contractor performs any Work knowing that such Change Order, Unilateral Change Order or Modification Agreement to the Contract. If the prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate variance with such laws, ordinances, rules or regulations, then the Contractor will give the County applicable to the Work and/or Project. If the Contractor observes that the Specifications are at The Contractor will give all notices and comply with all laws, ordinances, rules and regulations

### 5.6 Contractor's Responsibilities

The Contractor shall in no way use any statements, whether written or oral, made by the County's employees to market, sell, promote, or highlight the Contractor and/or the Contractor's product(s) and/or service(s) unless authorized to do so, in writing, by the County Administrator or his/her designee. In addition, the Contractor shall not use subjective or perceived interpretations, even if factual, regarding the County's opinion of the Contractor's performance, product(s) and/or service(s) in any document, article, publication or press release designed to market, promote, or highlight the Contractor and/or the Contractor's product(s) and/or service(s). This does not prevent the Contractor from including the County on its client lists and/or listing or using the County as a reference.

### 5.5 Contractor Use of Hillsborough County for Marketing Prohibited

5.4.3.11 Maintain copies of any documents accepted as proof of identity and/or employment authorization for all new hires.

5.4.3.10 Establish and maintain appropriate policies, practices, and safeguards against use of the verification process for unlawful discrimination, and to ensure that U.S. citizens and authorized workers do not face discrimination with respect to hiring, firing, recruitment or referral for a fee because of citizenship status or national origin.

5.4.3.9 Establish a tip line mechanism (inbox, e-mail, etc.) for employees to report activity relating to the employment of unauthorized workers, and a protocol for responding to employee tips.

5.4.3.8 Establish a protocol for responding to letters received from Federal and State government agencies indicating that there is a discrepancy between the agency's information and the information provided by the employer or employee; for example, "no match" letters received from the Social Security Administration.

practicable, incorporate the verification requirements in Subcontractor agreements.



The award of this Solicitation Document is contingent upon the availability of funding. Furthermore, if funding during the Contract Period becomes unavailable, the County reserves the right to terminate the Contract after providing the Contractor no less than twenty-four (24) hours written notice, provided that, the County will pay the Contractor for any authorized goods and/or Services provided prior to the Contractor's receipt of said termination notice. The County shall be the final authority as to the availability of funds.

#### **5.10 Fiscal Non-Funding/Availability of Funding**

5.9.4 Pursue any and all other remedies available to the County.

5.9.3 Suspend/debar the Contractor from bidding on County solicitation documents for a period of up to twenty-four (24) months; and/or

5.9.2 Terminate the Contract; and/or

5.9.1 Obtain the goods, Services and/or Work from another contractor; and/or

If, during the Contract Period, the Contractor should refuse or otherwise fail to perform any of its obligations under the Contract, the County reserves the right to:

#### **5.9 Failure to Perform**

In emergencies affecting the safety of persons, the Work/Project or property at the site of such Work/Project or adjacent thereto, the Contractor, without special instruction or authorization from the County, is obligated to act at the Contractor's discretion to prevent threatened damage, injury, or loss. The Contractor shall give the County prompt written notice of any significant changes in the Work/Project or deviations from the Contract Documents caused thereby, and a Change Order, Unilateral Change Order or Modification Agreement shall be issued covering the changes and deviations involved. If the Contractor believes that additional work done by it in an emergency which arose from causes beyond the Contractor's control entitles the Contractor to an increase in the Contract Price or an extension of the Contract Time, the Contractor may make a claim for the same. Such increase in Contract Price and/or extension of the Contract Time will be included in the Change Order, Unilateral Change Order or Modification Agreement if such claim is approved by the County.

#### **5.8 Emergencies**

The County shall be an intended substantial beneficiary of the written agreements between the Contractor and its subcontractors.

#### **5.7 County as Intended Beneficiary of Subcontracts**

Contractor's primary responsibility to ensure that the Specifications are in accordance with such laws, ordinances, rules and regulations.



5.12.2.1 Florida Constitution, Preamble and Article I, section 2 protects citizens from being deprived of inalienable rights because of gender, race, religion, national origin, or physical disability.

5.12.2.2 Florida Statutes section 112.042 requires nondiscrimination in employment by counties and municipalities, on the basis of race, color, national origin, sex, handicap, or religion.

5.12.2.3 Florida Statutes section 112.043 prohibits age discrimination in employment.

#### 5.12.2 State of Florida

5.12.1.1 Hillsborough County Human Rights Ordinance, Hillsborough County Code of Ordinances and Laws, Part A, Chapter 30, Article II, as amended, prohibits discrimination on the basis of race, color, sex, age, religion, national origin, disability, marital status, sexual orientation, or gender identity or expression, in apprenticeships, training programs, employment, public accommodations, real estate transactions and practices, County contracting and procurement activities, and credit extension practices.

5.12.1.2 Hillsborough County Home Rule Charter, Article IX, Section 9.11, as amended, provides that the County shall not deprive any person of any right because of race, sex, age, national origin, religion, disability, or political affiliation. Printed in Hillsborough County Code of Ordinances and Laws, Part A.

#### 5.12.1 Hillsborough County

During the performance of this Contract, the Contractor shall comply with the following:

#### 5.12 Equal Employment Opportunity; Non-Discrimination Clause

Hand Sanitizer Ordinance; Hillsborough County, Florida - Code of Ordinances and Laws, Part A, Chapter 28, Article III. (This provision shall be applicable only if the Services and/or Work to be performed under this Contract will involve and/or require the use of portable restrooms.) Pursuant to Hillsborough County Ordinance; Hillsborough County, Florida - Code of Ordinances and Laws, Part A, Chapter 28, Article III (Hand Sanitizer Ordinance), as amended, every portable restroom in service in Hillsborough County which does not have a hand washing facility located within the portable restroom must have an operable hand sanitizer dispenser containing sanitation liquid affixed to the inside of the portable restroom or immediately adjacent to the portable restroom. The Contractor is solely responsible for ensuring that any and all portable restrooms owned or leased by the Contractor are in compliance with the ordinance.

#### 5.11 Hand Sanitizer Ordinance (05-8)



5.12.3.3 Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000e et seq., as amended by the Equal Employment Opportunity Acts of 1972 and 1975, the Civil Rights Act of 1991, P.L. 102-166, 105 Stat.1071, and the Lilly Ledbetter Fair Pay Act of 2009, P.L. 111-2, 123 Stat. 5.

5.12.3.2 Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq.

5.12.3.1 Section 1 of the Fourteenth Amendment to the United States Constitution, U.S. Const. amend. XIV, section 1.

### 5.12.3 Federal

boards, commissions, council, and committees.

5.12.2.14 Florida Statutes section 760.80 provides for minority representation on certain clubs.

5.12.2.13 Florida Statutes section 760.60 prohibits discriminatory practices of penalties for violations of civil rights.

5.12.2.12 Florida Statutes section 760.51 provides for remedies and civil AIDS, AIDS-related complex, and HIV.

5.12.2.11 Florida Statutes section 760.50 prohibits discrimination on the basis of genetic testing and requires informed consent prior to such testing.

5.12.2.10 Florida Statutes section 760.40 provides for the confidentiality of Florida Fair Housing Act, Florida Statutes sections 760.20 - 760.37.

5.12.2.9 pay for services performed.

5.12.2.8 Florida Statutes section 725.07, prohibits discrimination on the basis of sex, marital status or race in loaning money, granting credit or providing equal origin.

5.12.2.7 Florida Statutes section 509.092 prohibits refusing access to public lodging on the basis of race, creed, color, sex, physical disability, or national origin.

5.12.2.6 Florida Civil Rights Act of 1992, Florida Statutes sections 760.01 - 760.11, as amended.

5.12.2.5 Florida Statutes section 448.07 prohibits wage rate discrimination on the basis of sex.

5.12.2.4 Florida Statutes section 413.08 provides for rights of an individual with a disability and prohibits discrimination against persons with disabilities in employment and housing accommodations.



5.12.3.4 Civil Rights Acts of 1866 and the Enforcement Act of 1870, 14 Stat. 27 and 16 Stat. 140, 42 U.S.C. section 1981.

5.12.3.5 Title VIII of the Civil Rights Act of 1968, Fair Housing Act, P.L. 90-284, 82 Stat. 73, 42 U.S.C. 3601 et seq.

5.12.3.6 Civil Rights Restoration Act of 1987, P.L. 100-259, 102 Stat. 28.

5.12.3.7 Civil Rights Act of 1991, P.L. 102-166, 105 Stat. 1071.

5.12.3.8 Civil Rights Act of 1968, Fair Housing Act, P.L. 90-284, 82 Stat. 73, 42 U.S.C. 3601 et seq.

5.12.3.9 Equal Opportunity Regulations, 41 CFR section 60-1.4, as amended.

5.12.3.10 Standards for a Merit System of Personnel Administration, 5 CFR section 900.601 et seq.

5.12.3.11 Executive Order 11246, Equal Employment Opportunity, and its implementing regulations, 41 CFR Chapter 60.

5.12.3.12 Rehabilitation Act of 1973, P.L. 93-112, 87 Stat. 355, as amended.

5.12.3.13 Executive Order 12250, Leadership and Coordination of Nondiscrimination Laws.

5.12.3.14 Age Discrimination in Employment Act of 1967, 29 U.S.C. section 621 et seq., P.L. 90-202, as amended.

5.12.3.15 Age Discrimination Act of 1975, 42 U.S.C. section 6101 et seq., P.L. 94-135, 89 Stat. 728, as amended.

5.12.3.16 Older Americans Amendments of 1975, 42 U.S.C. section 3001 et seq., P.L. 94-135, 89 Stat 713.

5.12.3.17 Americans with Disabilities Act of 1990, 42 U.S.C. section 12101 et seq., as amended by the ADA Amendments Act of 2008, P.L. 110-325, 122 Stat. 3554.

5.12.3.18 Vietnam Era Veterans' Readjustment Assistance Act of 1974, 38 U.S.C. section 4212, as amended.

5.12.3.19 Section 14001 of Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

5.12.3.20 State and Local Fiscal Assistance Act of 1972, as amended.

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5.12.4.4 The Contractor will send to each labor union or representative of workers with which it has collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer advising the labor union or workers' representative of the Contractor's commitments

5.12.4.3 The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

5.12.4.2 The Contractor will in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

5.12.4.1 The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

**5.12.4 If applicable, and required by 41 CFR 60-1.4 or other federal law or regulation, during the performance of this contract, the Contractor agrees as follows:**

5.12.3.23 Executive Order 13673, Fair Pay and Safe Workplaces.

5.12.3.22 Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 40 C.F.R. sections 5.100-5.605.

5.12.3.21 Office of Management and Budget Circular A-102, Grants and Cooperative Agreements with State and Local Governments, as amended.

### 5.13 Indemnification

The above is not intended to be a complete list of all applicable local, state, or federal statutes, orders, rules or regulations, as they may be amended from time to time, or added to (newly promulgated) from time to time, during the term of resulting contracts.

5.12.4.8 The Contractor will include the provisions of the subparagraphs contained in this section titled "5.12.4 If applicable, and required by 41 CFR 60-1.4 or other federal law or regulation, during the performance of this contract, the Contractor agrees as follows" in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance; Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

5.12.4.7 In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

5.12.4.6 The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

5.12.4.5 The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

under Section 202 of Executive Order 11246 of September 24, 1965, and this Section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.



Should the County or the Contractor suffer injury or damage to its person or property because of any error, omission or act of the other or of any of its employees, agents or others for whose acts

#### 5.14 Injury and/or Damage Claims

5.13.3.3 assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the County in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

5.13.3.2 the opportunity to take over and settle or defend any such action at Contractor's sole expense; and

5.13.3.1 written notice of any action or threatened action;

5.13.3 The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the County giving the Contractor:

If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may, at its sole expense, procure for the County the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure for the County the right to continue using the product, the Contractor shall remove the product and refund the County the amounts paid in excess of a reasonable rental for past use. The County shall not be liable for any royalties.

5.13.2 Patent and Copyright Indemnification - with respect to any Work, Services and/or goods provided pursuant to this Contract, the Contractor shall indemnify, defend, and hold harmless the County from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of trademark, copyright patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a County's misuse or modification of Contractor's products or County's operation or use of Contractor's products in a manner not contemplated by the Contract.

5.13.1 General Liability Indemnification - with respect to any Work, Services and/or goods provided pursuant to this Contract, the Contractor shall be liable for the actions of its agents, employees, partners, or subcontractors and shall indemnify, defend, and hold harmless the County, and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and/or damage to real or personal tangible property alleged to be caused, in whole or in part, by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the County.

**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:**

The Parties acknowledge and agree that the statement and provisions below are required by Florida Statute to be included in this contract for services. The inclusion of this statement and provisions below shall not be construed to imply that the Contractor/Service Provider has been delegated any governmental decision-making authority, governmental responsibility or governmental function or that the Contractor/Service Provider is acting on behalf of the County as provided under Section 119.011(2), Florida Statutes, or that the statement or provisions are otherwise applicable to the Contractor/Service Provider. As stated below, the Contractor/Service Provider may contact the County's Custodian of Public Records with questions regarding the application of the Public Records Law; however, the Contractor/Service Provider is advised to seek independent legal counsel as to its legal obligations. The County cannot provide the Contractor/Service Provider advice regarding its legal rights or obligations.

**5.17 Legally Required Statement and Provisions Regarding Access to Records for Services Contracts**

The Contractor is hereby advised that all applicable Federal and State laws, municipal and County ordinances, and the rules and regulations having jurisdiction over any part of the goods, Services and/or Work provided under this Contract shall be deemed to be a part of this Contract.

**5.16 Laws and Regulations**

The Contract Documents are complementary; what is called for by one Contract document is as binding as if called for by all of the Contract Documents. If the Contractor finds a conflict, error or discrepancy in the Contract Documents, the Contractor must bring it to the County's attention in writing before proceeding with the Work affected thereby. In resolving such conflicts, errors and discrepancies, the Contract Documents shall be given preference in the following order: 1) Agreement, 2) Amendment(s) (if applicable to this Solicitation Document), 3) Specifications, 4) Special Terms and Conditions, 5) General Terms and Conditions, and 6) Instructions. Any Work that may reasonably be inferred from the Specifications and/or drawings/maps as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work, materials or equipment described in words which, when applied, have a well-known technical or trade meaning shall be deemed to refer to such recognized standards. In case of conflict, the more stringent requirements shall take precedence.

**5.15 Interpretation and Intent of Contract Documents**

It is legally liable, claim should be made in writing to the other party within a reasonable time of the first observance of such injury or damage.



5.18.1 In accordance with Chapter 119, Florida Statutes, and, except as may be provided by other applicable State and Federal laws, all Bidders/Proposers should be aware that this Solicitation Document and all Offers are in the public domain and are available for public inspection. Bidders/Proposers are requested, however, to identify specifically any information contained in their Offers which they consider confidential and/or proprietary,

#### 5.18 Maintenance of Records/Public Records Law

Failure of the Contractor to comply with Chapter 119, Florida Statutes, and/or the provisions set forth above, where applicable, shall be grounds for immediate unilateral termination of this Contract by the County.

5.17.4 Upon completion of the Contract, transfer at no cost to the County, all public records in possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

5.17.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract if the Contractor does not transfer the records to the County.

5.17.2 Upon request from the County's custodian of public records, provide the County 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 Florida Statutes or as otherwise provided by law.

5.17.1 Keep and maintain public records required by the County to perform the services.

If under this Contract, the Contractor is providing services and is acting on behalf of the County as provided under Section 119.011(2), Florida Statutes, the Contractor will comply with public records law, and agrees to:

**Florida 33602.**

**Procurement Services, 601 E. Kennedy Blvd., 25th Floor, Tampa,**

**Stromers@HCFLGov.net,**

**813-272-5790,**

Award of this Contract shall impose no obligation on the County to utilize the Successful Bidder/Proposer for all Services and/or Work of this type, which may develop during the Contract Period. This is not an exclusive Contract. The County specifically reserves the right to concurrently contract with other companies for similar Services and/or Work if it deems such action to be in the County's best interest.

#### 5.20 Non-Exclusive Contract

The Contractor may not make any assignment of the resulting Contract between the County and the Contractor, in whole or in part, without the prior written authorization of the County. Failure to obtain prior written authorization of the County will result in a delay of payment(s) at a minimum and may result in termination for breach of contract.

#### 5.19 No Assignment of Contract

5.18.5 Be aware that the designation of an item as exempt from public disclosure by a Bidder/Proposer may be challenged in court by any person or entity. By designation of material in the Offer as exempt from public disclosure, Bidder/Proposer agrees to defend the County (and its employees, agents and elected and appointed officials) against all claims and actions (whether or not a lawsuit is commenced) related to Bidder's/Proposer's designation of material as exempt from public disclosure and to hold harmless the County (and its employees, agents and elected and appointed officials) from any award to a plaintiff for damages, costs and attorneys' fees, incurred by the County by reason of any claim or action related to Bidder's/Proposer's designation of material as exempt from public disclosure.

5.18.4 The County will not accept Offers when the entire Offer is labeled as exempt from public disclosure.

5.18.3 All materials that qualify for exemption from Chapter 119, Florida Statutes, or other applicable law must be submitted in an attachment or in a separate envelope, clearly identified as "EXEMPT FROM PUBLIC DISCLOSURE" with Bidder's/Proposer's name and the Solicitation Document number marked on the outside.

5.18.2 All Offers received in response to this Solicitation Document will become the property of the County and will not be returned. In the event of an award, all documentation produced as part of the Contract will become the exclusive property of the County.

5.12.081, Florida Statutes, and which they believe to be exempt from disclosure, citing specifically the applicable exempting law and including narrative explaining the applicable legal exemption as it relates specifically to Bidder's/Proposer's confidential and/or proprietary information.





5.23.4.1 The Work is defective;  
5.23.4.2 Claims have been filed or there is reasonable evidence indicating the probable filing thereof; or  
5.23.4.3 The Contract Price has been reduced because of Change Order, Unilateral Change Order or Modification Agreement.

5.23.4 The Project Manager may refuse to approve, in whole, or in part, an invoice if, in his/her opinion, he/she is unable to make the representation to the County that all the conditions precedent to the Contractor being entitled to payment have been satisfied. The Project Manager may also refuse to approve any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any previous approval of such payment, to such extent as may be necessary in his/her opinion to protect the County from loss because:  
5.23.3 The Project Manager's approval of final payment shall constitute an additional representation by him/her to the County that the conditions precedent to the Contractor's being entitled to final payment as set forth herein have been satisfied.

5.23.2 The Project Manager's approval of any payment requested in an invoice shall constitute a representation by the Project Manager to the County that the conditions precedent to the Contractor being entitled to payment as set forth herein have been fulfilled.  
5.23.1 The Project Manager, within fifteen (15) Days of receipt of each invoice will either approve or reject the invoice. If the Project Manager rejects the invoice, then the invoice will be returned to the Contractor and will state, in writing, the reason for rejecting the invoice. In the event the Contractor receives a rejected invoice, the Contractor may make the necessary corrections and resubmit the invoice to the Project Manager. Within thirty (30) Days of approval of an invoice for payment, the County will pay the Contractor the amount approved.

### 5.23 Payment and Completion

Contact information (County's Project Manager) will be provided to the Contractor with the initial Blanket Purchase Agreement (BPA), Contract Purchase Agreement (CPA), and/or Standard Purchase Order (SPO).

### 5.22 Notices to the County

Notices to the Contractor shall be served upon the Contractor by electronic mail (e-mail), facsimile, U.S. mail, hand delivery, courier delivery, or express mail delivery of said notice to the Contractor's residence, place of business and/or with the Contractor's designated agent.

### 5.21 Notices to Contractor



5.27.1 Contractor is advised that Florida Statutes, Section 287.135, prohibits agencies and governmental entities from contracting with a company for goods and/or services that is (a) on the Scrutinized Companies that Boycott Israel List (created pursuant to Florida Statutes, Section 215.4725), or (b) engaged in a boycott of Israel. The County reserves the right to terminate the Contract if the County discovers that the Contractor has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

5.27.2 Contractor is advised that Florida Statutes, Section 287.135, prohibits agencies and governmental entities from contracting with a company for goods and/or services that is (a) on the Scrutinized Companies that Boycott Israel List (created pursuant to Florida Statutes, Section 215.4725), or (b) engaged in a boycott of Israel. The County reserves the right to terminate the Contract if the County discovers that the Contractor has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

#### **5.27 Prohibition Against Contracting with Scrutinized Companies and Termination of Contracts with Scrutinized Companies**

In the event the Specifications omit details concerning performance standards and/or product quality, the Contractor shall use only the best commercial practices and/or materials and workmanship of the highest quality when performing this Contract.

#### **5.26 Performance Standards and Product Quality**

By submission of an invoice, the Contractor certifies that all subcontractors and suppliers have been paid for work and materials from previous progress payments received (less any retainage) by the Contractor prior to receipt of any further progress payments. During the Contract Period and upon completion of the Contract, the County may request documentation to certify payment to subcontractors and/or suppliers. This provision in no way creates any contractual relationship between any subcontractor and the County or any liability on the County for the Contractor's failure to make timely payment to the subcontractors and/or suppliers.

#### **5.25 Payment to Subcontractors**

ACH (Direct Deposit): If the Contractor is enrolled in the County's ACH electronic payment solution, all payments will be made using the direct deposit. The Contractor's bank account information will remain confidential to the extent provided by law as necessary to make direct deposit payments. Once the County has approved payment, an electronic remittance will be sent to the Contractor via e-mail.

#### **5.24 Payment to Contractor by Electronic Payment Solution**

5.23.5 As established by Florida Statute 218.74(2) payment for the purchase or lease of goods and services shall be made within forty-five (45) Days after the date a proper invoice is presented for payment to the County's Finance Department, Clerk of the Circuit Court, as Accountant to the Board of County Commissioners and as Chief Disbursement Officer.



Solid Waste Collection and Disposal; Hillsborough County, Florida - Code of Ordinances and Laws, Part B, Public Utilities, Chapter 130, Article II. (This provision shall be applicable only if the Services and/or Work to be performed under this Contract will involve and/or require the Contractor to remove or dispose of solid waste.) Pursuant to Hillsborough County, Florida - Code of Ordinances and Laws, Part B, Public Utilities, Chapter 130, Article II (Solid Waste Collection and Disposal), as amended, all solid waste accumulated as a result of this Contract that the Contractor is required to remove and dispose of, and which the Contractor chooses not to self-haul, shall be removed and disposed of by one of the three authorized Hillsborough County solid waste franchise collectors. For a list of the authorized franchise collectors, please contact the Public Works Department/Solid Waste Division at 813-272-5680. The use of any other company or entity for the collection and disposal of solid waste in the Hillsborough County solid waste service area may be a violation of Chapter 130, Hillsborough County, Florida Code of Ordinances and Laws, Part B, Public Utilities, as amended.

### 5.30 Solid Waste Collection and Disposal

In the event any section, sentence, clause or provision of this Contract is held to be invalid, illegal or unenforceable by a court having jurisdiction over the matter, the remainder of this Contract shall not be affected by such determination and shall remain in full force and effect.

### 5.29 Severability

5.28.2 Rejecting Defective Work: The Project Manager will have the authority to disapprove or reject Work which is "defective" (which term is hereinafter used to describe Work that is unsatisfactory, faulty or defective and/or does not conform to the requirements of any inspection, test or approval). The Project Manager will also have the authority to require special inspection or testing of the Work.

5.28.1 County's Representatives: The Project Manager shall be the County's representative during the Contract Period. The duties, responsibilities and the limitations of authority of the Project Manager during the Contract Period are set forth in this section and shall not be extended without the written consent of the County's Board of County Commissioners or designee.

### 5.28 Project Manager's Status

Energy Sector List (created pursuant to Florida Statutes, Section 215.473), or (c) engaged in business operations in Cuba or Syria. The County reserves the right to terminate the Contract if the County discovers that the Contractor has (i) submitted a false certification regarding the Contractor's business operations in the countries and/or industries listed in (a) through (c) of this paragraph, (ii) been placed on the Scrutinized Companies with Activities in Sudan List, (iii) been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or (iv) engaged in business operations in Cuba or Syria.



Upon seven (7) Days written notice to the Contractor, the County may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and/or Project and terminate this Contract. In such case the Contractor shall be paid for all Work executed and/or goods delivered to and accepted by the County.

### 5.33 Suspension of Work

During the performance of this Contract, the Contractor herein assures the County, that said Contractor is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Human Rights Act of 1977 in that the Contractor does not on the grounds of race, color national origin, religion, sex, age, disability or marital status, discriminate in any form or manner against said Contractor's employees or applicants for employment. The Contractor understands and agrees that this Contract is conditioned upon the veracity of this Statement of Assurance. Furthermore, the Contractor herein assures the County that said Contractor will comply with Title VI of the Civil Rights Act of 1964 when federal grant(s) is/are involved. This Statement of Assurance shall include Vietnam-Era Veterans and Disabled Veterans within its protective range of applicability.

### 5.32 Statement of Assurance

The Contractor will start the Work and/or Project on the date determined by the County in its Purchase Order or Notice to Proceed.

### 5.31 Starting the Work



# REQUEST FOR PROPOSAL

Talisa Clark

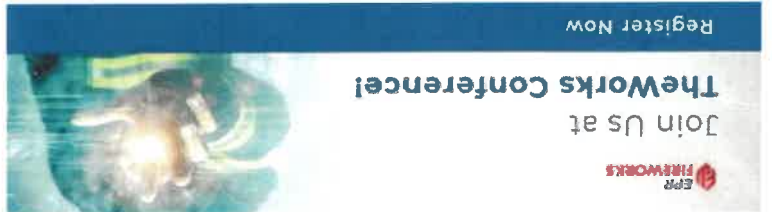
**From:** Jaime Metcalf - E.P.R. Systems USA INC <Jaime@eprs.com>  
**Sent:** Thursday, February 20, 2025 2:59 PM  
**To:** Talisa Clark; Geoff May  
**Subject:** RE: Update

**CAUTION:** This email originated from outside of the organization. Please use caution when interacting with this email.

Talisa,

It is okay with EPR for Forest Park to piggyback off of Hillsborough County Fire Rescue RFP. Thank you

**Jaime Metcalf**  
Senior Account Executive  
(407)247-5512  
Jaime@eprs.com  
eprfireworks.com  
CS (954) 737-2775



<https://theworksconference.zohobackstage.com/TheWorksConferencebyEPRFireWorks#/?lang=en>

**From:** Jaime Metcalf - E.P.R. Systems USA INC  
**Sent:** Thursday, February 20, 2025 2:48 PM  
**To:** tclark@forestparkga.gov; Geoff May <gmay@forestparkga.gov>  
**Subject:** RE: Update





Confidential: Please be advised that the information contained in this email message, including all attached documents or files, is privileged and confidential and is intended only for the use of the individual or individuals addressed. Any other use, dissemination, distribution or copying of this communication is strictly prohibited. If you are not the intended recipient, please delete this message and notify us of incorrect delivery by immediate reply.

www.forestparkga.gov | tclarke@forestparkga.gov

Talisa R. Clark, CPPO  
Procurement Manager  
City of Forest Park  
Phone: (404) 366-4720 Ext. 342 | Mobile: (470) 421-0759  
745 Forest Parkway | Forest Park, GA 30297

City of  
FORESTPARK



Thanks, for your response. For clarification, our agency is the City of Forest Park, Georgia.

**External email:** Use caution when clicking on links, opening attachments or replying to this email.

**From:** Talisa Clark <tclarke@forestparkga.gov>  
**Sent:** Thursday, February 20, 2025 3:08 PM  
**To:** Shrader, Matthew <ShraderM@hcfi.gov>  
**Cc:** Geoff May <gmay@forestparkga.gov>  
**Subject:** RE: Permission to Piggyback on EPR Systems Contract

Matt

My apologies. I was in the midst of another email. Yes, your organization can certainly use it as long as EPR agrees which appears they have.

**CAUTION:** This email originated from outside of the organization. Please use caution when interacting with this email.

**From:** Shrader, Matthew <ShraderM@hcfi.gov>  
**Sent:** Thursday, February 20, 2025 3:11 PM  
**To:** Talisa Clark  
**Cc:** Geoff May  
**Subject:** RE: Permission to Piggyback on EPR Systems Contract

Talisa Clark





# Quote

# EPR-000704

## EPR System USA Inc

1016 LaSalle St.  
Jacksonville Florida 32207  
U.S.A

Bill To  
**Forest Park Fire and Emergency Services**  
745 Forest Parkway  
Forest Park  
30297 GA  
FDID Number

Quote Date : 17 Dec 2024  
One Time Total : \$3,500.00  
Recurring Total : \$20,530.00  
Valid Until : 17 Mar 2025

#	Item & Description	Product Type	Qty	Rate	Amount
1	Fire Bundle Fire RMS Bundle Includes- NFIRS, Inspections, Pre-Plans, Properties, Hydrants, and Investigations.	Recurring Fee	1.00	6,337.00	6,337.00
2	Analytics/Reporting Platform	Recurring Fee	1.00	0.00	0.00
3	ALS ePCR Advanced Life Support (Transport) NEMSIS 3.5 Compliant ePCR	Recurring Fee	1.00	9,800.00	9,800.00
4	Cardiac Monitor Interface Allows for import of cardiac monitor data into ePCR.-Life Pak 15	Recurring Fee	1.00	697.00	697.00
5	Inventory/Maintenance/Work Order	Recurring Fee	1.00	700.00	700.00
6	LMS Works Robust Learning Management System (LMS) for in-house training of firefighters and EMS to coordinate and facilitate certifications and other skills training	Recurring Fee	90.00	20.00	1,800.00
7	CAD Interface Allows for integration of CAD data into EPR. Additional fees from your CAD vendor may apply.-Central Square	Recurring Fee	1.00	1,196.00	1,196.00

#	Item & Description	Product Type	Qty	Rate	Amount
8	Integrations First Arriving TEMS Billing Services	Recurring Fee	1.00	0.00	0.00
9	Data Migration and Conversion Imagetrend Elite	One Time Fee	1.00	1,500.00	1,500.00
10	Online/ Virtual Training User End Training	One Time Fee	1.00	2,000.00	2,000.00
				Sub Total	24,030.00
				<b>Total</b>	<b>\$24,030.00</b>

#### Notes

Looking forward for your business.

FDID#:

Accounts payable Contact & Email:

#### Terms & Conditions

EPR Systems is not responsible for third party fees. 3% uplift yearly.

Authorized Signature \_\_\_\_\_

**File Attachments for Item:**

**5. Council Approval of a Fee Proposal to provide ROM (Rough Order of Magnitude) cost estimate for Starr Park-Executive Offices**



CITY OF  
**FORESTPARK**

## City Council Agenda Item

**Subject: - Council Discussion and Approval of a Fee Proposal to provide ROM (Rough Order of Magnitude) cost estimate for Starr Park-Executive Offices**

**Submitted By:** James Shelby, Project Manager

**Date Submitted:** February 20, 2025

**Work Session Date:** March 3, 2025

**Council Meeting Date:** March 3, 2025

### Background/History:

Contract documents and technical specifications for the Starr Park Renovations have been completed by Croft Architects. In a prior bid, the city received only one bid that exceeded the budget for the project. Staff determined that it would be in the City's best interest to revise the drawings and obtain the assistance of a cost-estimating firm to prepare a cost estimate for each of the buildings/structures and for the three separate sites of the project prior to rebidding.

**Cost: \$5,500.00**

**Budgeted for:** ☒ Yes ☐ No

**Financial Impact:** There is no budgetary impact on the City's General Funds. The project will be funded from SPLOST 2015 (325-22-4224-1210)

**Action Requested from Council:** Staff recommends the approval of a Fee Proposal to provide ROM (Rough Order of Magnitude) cost estimate for Starr Park-Executive Offices

February 5, 2025

To: **CITY OF FOREST PARK**  
**745 Forest Parkway**  
**Forest Park, GA 30297**

Attn: **Mr. Ricky Clark**  
**City Manager**

Project: **Starr Park Phase I**

RE: **Fee Proposal – Cost Estimate**

Dear Mr. Clark:

We are pleased to submit this proposal to provide ROM (Rought Order of Magnitude) cost estimate based on the current set of construction document drawings for the renovation project of Starr Park.

#### **SCOPE OF SERVICES**

CROFT will obtain the assistance of a cost-estimating firm which will assist us in preparing an estimate based on the cost of each of the buildings/structures as well as a breakdown cost based on each of the 3 separate sites of the project.

#### **SCHEDULE**

Once approved, it will take two weeks to prepare the estimate.

#### **PROFESSIONAL FEES**

Professional fees for the project scope as outlined above will be as follows:

- Construction Documents \_\_\_\_\_ \$ 5,500

*Note: Expenses such as printing, shipping and travel are considered reimbursable.*

#### **AUTHORIZATION**

As our authorization to proceed with the scope of work, outlined herein, please sign in the space provided below and return one copy to this office for our records.

Authorized by: \_\_\_\_\_ Title: City Manager

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_



**RESOLUTION NO. 2025-\_\_\_\_\_**

**A RESOLUTION BY COUNCILMEMBERS KIMBERLY JAMES, HECTOR GUTIERREZ, LATRESA AKINS-WELLS, AND ALLAN MEARS TO APPROVE A FEE PROPOSAL TO PROVIDE A ROUGH ORDER OF MAGNITUDE COST ESTIMATE FOR STARR PARK FROM THE CITY'S EXECUTIVE OFFICES.**

**WHEREAS**, the City of Forest Park ("City") is a municipal corporation duly organized and existing under the laws of the State of Georgia; and

**WHEREAS**, contract documents and technical specifications for the Starr Park renovations ("Project") have been completed by Croft & Associates; and

**WHEREAS**, in a prior bid, the City received only one (1) bid that exceeded the budget for the Project; and

**WHEREAS**, the City's Executive Offices requests approval to revise the drawings and obtain the assistance of a cost-estimating firm in the amount of Five Thousand, Five Hundred and 00/100 Dollars (\$5,500.00) to prepare a cost estimate for each of the buildings / structures of the Project and for the three (3) separate Project sites prior to any rebidding; and

**WHEREAS**, the approval of this cost estimate for the Project is necessary for the health, safety, and welfare of the citizens.

**THEREFORE, THE CITY COUNCIL OF FOREST PARK, GEORGIA HEREBY RESOLVES:**

**Section 1. Approval.** The Executive Office's request to obtain the assistance of a cost-estimating firm in the amount of Five Thousand, Five Hundred and 00/100 Dollars (\$5,500.00) for the Project prior to any rebidding as presented to the Mayor and Council on March 3, 2025 is hereby approved.

**Section 2. Public Record.** This document shall be maintained as a public record by the City Clerk ("Clerk") and shall be accessible to the public during all normal business hours of the City.

**Section 3. Authorization of Execution.** The Mayor is hereby authorized to sign all documents necessary to effectuate this Resolution.

**Section 4. Attestation.** The Clerk is authorized to execute, attest to, and seal any documents necessary to effectuate this Resolution, subject to approval as to form by the City Attorney.

**Section 5. Effective Date.** This Resolution shall become effective immediately upon its adoption by the Mayor and City Council of the City of Forest Park as provided in the City Charter.

**SO RESOLVED** this 3rd day of March 2025.

**CITY OF FOREST PARK, GEORGIA**

\_\_\_\_\_  
Angelyne Butler, *Mayor*

**ATTEST:**

\_\_\_\_\_ (SEAL)  
*City Clerk*

**APPROVED AS TO FORM:**

\_\_\_\_\_  
*City Attorney*

**File Attachments for Item:**

**6. Council Approval to Launch 1-800-BOARDUP- Fire & EMS Department**

CITY OF  
**FORESTPARK**

## City Council Agenda Item

**Subject:** Council Discussion and Approval to Launch 1-800-BOARDUP

**Submitted By:** FIRE & EMS

**Date Submitted:** March 10, 2025

**Work Session Date:** March 17, 2025

**Council Meeting Date:** March 17, 2025

**Background:** 1-800-BOARDUP is a team of trained emergency responders standing by to help fire victims handle all the effects left behind after a fire. The 24/7 response team will immediately begin protecting the victim's property from further damage and containing the damage already in place. This team is ready to board up the victim's property and provide restoration services every step of the way.

The training and experience help to quickly inspect and contain the property by securing structural integrity, protect it and begin the restoration process. The team will remove harmful carcinogens and leftover smoke odors using specialized and expert equipment.

Some of the services include Board-up & roof cover, structural stabilization, temporary fencing, complete building enclosure, plumbing winterization, temporary power and generators, emergency cleaning & deodorization, emergency heat & AC, emergency temporary repairs, tree removal, emergency demolition, heavy equipment and crime scene/bio-hazard cleanup.

Fire Chief will give a more detail and answer any questions.

**Cost: \$** NONE

**Budgeted for:** \_\_\_\_\_ **Yes** \_\_\_\_\_ **No**

**Financial Impact:** NONE

**Action Requested from Council:** Discussion and Approval

**File Attachments for Item:**

**7. Council Approval for the Sale of Firearms from the Police Department's Evidence Room-** Police Department



CITY OF  
**FORESTPARK**

## City Council Agenda Item

**Title of Agenda Item:**

**Submitted By:** Chief Brandon Criss

**Date Submitted:** February 24, 2025

**Work Session Date:** March 17, 2025

**Council Meeting Date:** March 17, 2025

**Background/History:**

The City of Forest Park Police Department has completed a comprehensive audit of its evidence room. Initially, nearly 33,000 items including some dating back to 1984 were in storage. By returning items to citizens, destroying those eligible for destruction, the inventory has now been reduced to 10,500 pieces.

Currently, the police department currently holds approximately 750 firearms, which are ready for sale/auction on PropertyRoom.com. These guns, now owned by the City of Forest Park, as a result of court orders, will generate proceeds that will be deposited into either the Local Forfeiture Account or the General Fund.

**Action Requested from Council: Vote for Approval**

**Cost:** 0

**Budgeted for:** \_\_\_\_\_ **Yes**   x   **No**

**Financial Impact:** Not applicable



## Sourcwell Pricing

We have a revenue share model for online auction services. We keep a commission percentage of the winning bid of an item if it sells – *No upfront costs. No listing fees. No training fees. No start-up costs. No advertising costs. No fees for value-added services. All of this is included in our simple, revenue share model.*

Online Auction Service	Sourcwell Member Discounted Pricing	Non-Sourcwell Pricing
Property & Evidence Disposition Services	50% of the first \$1,000 of the Winning Bid, and 25% of the Winning Bid portion that exceeds \$1,000. <i>This way you get to keep more of the proceeds for higher valued assets.</i>	50% of the Winning Bid
Firearms Auction Services	50% of the first \$1,000 of the Winning Bid, and 25% of the Winning Bid portion that exceeds \$1,000 for all assets. <i>This way you get to keep more of the proceeds for higher valued assets.</i>	50% of the Winning Bid
Fleet & Equipment Auction Services (Haul-Away)	12.5% of the Winning Bid	
Fleet & Equipment Auction Services (In-Place)	2.5% of the Winning Bid	5% of the Winning Bid
Fleet & Equipment Auction Services (Impound)	12.5% of the Winning Bid	





## Additional Fees

Fee	Sourcewell Member Discounted Pricing	Non-Sourcewell Pricing	Property & Evidence Disposition	Firearms	Haul-Away	In Place	Impound
Payment Processing Cost ("PP Cost") <i>A portion of the fee to process payment. For example, credit card fees.</i>	3% of the Sales Price <i>(includes Winning Bid plus shipping &amp; handling, shipping insurance and sales tax paid by a buyer)</i>		X	X	X	X	X
Shipping or Fuel Surcharge Fee <i>Small fee to get your assets to us either by shipping via common carrier or picked up by us</i>	Common Carrier Shipment: <i>Portion of the shipment cost will be deducted from Client Net Proceeds.</i> We Pick-Up: <i>Fuel surcharge, determined by quarterly retail diesel prices published by the U.S. Energy Information Administration, will be deducted from Client Net Proceeds for each picked up Manifest.</i> <i>No fee - if the Retail Diesel (per gal) is lower than \$2.50 / gal.</i> <i>\$12.40 fee - for every \$0.50 per gal change in Retail Diesel (e.g. \$2.50 to \$2.99 is a \$12.40 fee, \$3.00 to \$3.49 is a \$24.80, etc.).</i> <i>Fee is divided across locations picked up same day.</i>		X				
De-identification	\$20.00 / quarter hour				X		X
Decal Removal	\$20.00 / quarter hour; \$45.00 minimum charge per vehicle (\$45.00 maximum charge per vehicle for Light Duty Vehicles)				X		X
Re-list/Re-run	\$35.00 per additional re-list on 4 <sup>th</sup> attempt onward due to any type of Client imposed bidding restriction (e.g., reserve price not met);				X		X
Towing	Light Tow - \$10 for every 10 miles over the first 30 free miles Medium/Heavy Tow - Billed at cost by subcontractor				X		X
Storage – light & medium duty	\$3.00 / day over 30 days past pickup date only if due to Client imposed issue (e.g., reserve price not met or title issue)	\$5.00 / day over 30 days past pickup date only if due to Client imposed issue (e.g., reserve price not met or title issue)			X		
Storage – heavy duty	\$5.00 / day over 30 days past pickup date only if due to Client imposed issue (e.g., reserve price not met or title issue)	\$8.00 / day over 30 days past pickup date only if due to Client imposed issue (e.g., reserve price not met or title issue)			X		
Owner Storage	\$8.00 / day						X



**Solicitation Number: 012821**

## **CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and PropertyRoom.com, Inc., 5257 Buckeystown Pike, Suite 475, Frederick, MD 21704 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Auction Services with Related Services from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

### **1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires March 19, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

### **2. EQUIPMENT, PRODUCTS, OR SERVICES**

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

### 3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## **7. CUSTOMER SERVICE**

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. **ADMINISTRATIVE FEE.** In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.



Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

## **10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

## **11. LIABILITY**

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

## **12. GOVERNMENT DATA PRACTICES**

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

## **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

### **A. INTELLECTUAL PROPERTY**

1. *Grant of License.* During the term of this Contract:
  - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
  - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
  - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
  - c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.
5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

## 15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

## 16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

## 17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## 18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial

general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.



## **21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report

all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R.

§180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

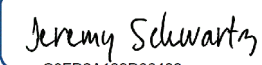
L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

## 22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

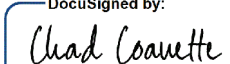
Sourcewell

PropertyRoom.com, Inc.

DocuSigned by:  
  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Director of Operations &  
Procurement/CPO  
Date: 3/17/2021 | 11:30 AM CDT

DocuSigned by:  
  
By: 33AC825A3C17475...  
Aaron Thompson  
Title: CEO  
Date: 3/19/2021 | 10:57 AM CDT

Approved:

DocuSigned by:  
  
By: 7E42B8F817A64CC...  
Chad Coauette  
Title: Executive Director/CEO  
Date: 3/19/2021 | 11:01 AM CDT

# RFP 012821 - Auction Services with Related Solutions

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## Vendor Details

Company Name: PropertyRoom.com, Inc.  
Address: 5257 Buckeystown Pike  
Ste. 475  
Frederick, MD 21788  
Contact: Patricia Benson  
Email: contractadmin@propertyroom.com  
Phone: 240-382-2021  
Fax: 240-230-0229  
HST#: 86-0962102

## Submission Details

Created On: Thursday December 10, 2020 11:27:21  
Submitted On: Thursday January 28, 2021 11:24:08  
Submitted By: Patricia Benson  
Email: contractadmin@propertyroom.com  
Transaction #: 9574750e-4314-4c6a-884b-452663590ba3  
Submitter's IP Address: 96.231.152.136

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	PropertyRoom.com, Inc.	*
2	Proposer Address:	Corporate Headquarters: 8435 Progress Drive, Suite U, Frederick, MD, 21701 / Corporate Mailing Address: 5257 Buckeystown Pike, Suite 475, Frederick, MD, 21704	*
3	Proposer website address:	www.PropertyRoom.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Aaron Thompson, CEO / 5257 Buckeystown Pike, Suite 475, Frederick, MD, 21704 / AaronThompson@PropertyRoom.com / 240-233-9717	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Kathryn Reyes, Chief of Staff / 5257 Buckeystown Pike, Suite 475, Frederick, MD, 21704 / ContractAdmin@propertyroom.com / KathrynReyes@PropertyRoom.com / 240-751-9119	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Patricia Benson, Administrative Assistant / 5257 Buckeystown Pike, Suite 475, Frederick, MD, 21704 / PatriciaBenson@PropertyRoom.com / 240-382-2021 Amanda Cane, VP of Marketing / 5257 Buckeystown Pike, Suite 475, Frederick, MD, 21704 / AmandaCane@PropertyRoom.com / 240-575-1245	

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *	
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7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>With over 20 years' experience in online auctions, more than 2.1+ million registered bidders, proprietary online auction technology, and a management team with significant ecommerce and live and online auction experience, PropertyRoom.com is already the choice of more than 4,100 government agencies nationwide. We strive to provide convenient, flexible, and transparent online auction solutions for property and evidence, firearms, and vehicles and equipment while optimizing the return on auction for our clients.</p> <p>Founded by former law enforcement officers in 1999, we filled a need in the marketplace for a full-service online auction company specifically designed to help municipalities and law enforcement agencies move items and sell them at public auction. Clearing out seized, found, unclaimed, stolen, recovered, and retired property has historically been a challenge for local, state, and federal government agencies, law enforcement, and other organizations. Our founders experienced firsthand the limitations of local auctions and sought to provide a comprehensive solution that took the public auction process online to a nationwide audience.</p> <p>Unlike other auction services, we offer a variety of options; full-service pick up/haul away as well as ship direct to us, and in place (at your location) auction services. All of our auction services focus on serving, and exceeding, the needs and requirements of our Clients. Our revenue share model with no upfront costs, provides a unique solution where we are focused on getting the most results from our Client's auctions.</p> <p>PropertyRoom.com provides several benefits to Clients:</p> <ul style="list-style-type: none"> <li>- Convenience – We help them clear out abandoned, seized, forfeited, impounded, surplus and fleet assets with our online auction services</li> <li>- Security – We employ our proprietary tracking methods to secure Client item information</li> <li>- Auction Participation – Our national online auctions are 24/7 and draw more bidders than live or online, local auctions</li> <li>- Higher Proceeds – Our Clients can realize higher net proceeds as compared to their traditional local, live webcast auctions</li> <li>- Lower Costs – With our revenue share model, there are no upfront costs and our full-service offering allows municipal workers to focus on their core jobs. In addition, our solutions reduce storage and handling costs</li> <li>- Transparent Reporting – Gives the client 24/7 status and complete chain of custody on their items</li> </ul> <p>PropertyRoom.com combines an extensive knowledge of governmental property handling procedures, as well as expertise in e-commerce, marketing, and logistics. We provide local, state, and federal government agencies, law enforcement, and other organizations, a technological cost saving alternative to reduce storage space and handling requirements, offer many value-added services, maximize revenues with larger bidding audiences, and provide detailed accounting for better record keeping and auditing.</p>	Item # 7.
8	What are your company's expectations in the event of an award?	<p>PropertyRoom.com expects to continue to utilize the Sourcwell contract agreement as the main contract vehicle in our sales and new Client onboarding process. Utilizing the Sourcwell contract removes the costly, tedious, and time-consuming process of Request for Proposal for prospective Clients and has historically proven to be a successful way to bring on new Clients to utilize our online auction services.</p> <p>We currently provide online auction solutions and service over 680 Sourcwell members' client accounts across the nation, with many more in our current sales pipeline; and expect that number to continue to grow in the future.</p> <p>When our current non-Sourcwell clients come up for renewal, we offer Sourcwell as the contract vehicle to provide a smooth renewal process. With over 4,100 clients in our portfolio this represents a significant growth opportunity for Sourcwell.</p>	
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please see Exhibit B for Financial Statements - PropertyRoom Financial Statements.pdf -	



10	What is your US market share for the solutions that you are proposing?	<p>PropertyRoom.com is number one in the industry for property and evidence disposition solutions. Our full-service offering for property and evidence online auction solutions is unparalleled with over 4,100 clients in each of the contiguous United States.</p> <p>The relationships we have built with clients allow us to continue to serve them and strengthen our value as an organization. We are well referenced and utilize our partnerships with Insurance Auto Auctions, Inc. (IAAI), and Buds Gun Shop for additional service offerings to further serve all needs of each Client.</p>	Item # 7.	*
11	What is your Canadian market share for the solutions that you are proposing?	<p>We do not currently have market share in Canada, however, our Haul Away Auction Service for vehicle and equipment assets partner, Insurance Auction Auctions, Inc. (IAAI), does have a presence in Canada so we have the ability to extend some of our service offerings to Participating Entities in Canada.</p> <p>In addition, we are currently exploring ways to expand our additional online auction solutions into the Canadian market.</p>		*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, our company has never petitioned for bankruptcy protection.		*
13	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>PropertyRoom.com is a service provider. We provide a variety of solutions for online auction services designed to fit multiple needs and requirements for law enforcement agencies, municipalities, and other organizations.</p> <p>Our Sales (Inside/Outside Sales and Client Success Teams) and service force (Drivers and Processing Center Teams) are full-time employees committed to the daily processing and account management for our clients. These team members are not through a third party.</p> <p>While we do leverage our partnerships with additional companies to provide some of our auction solutions, PropertyRoom.com handles any communication with our clients directly. We ensure consistency and quality of service with our clients across all service offerings.</p>		*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	<p>We hold all required licenses and in the required states we are a Registered Internet Auction Listing Service. We have been a National Auctioneers Association (NAA) member since 2008.</p> <p>As part of our Firearms Auction Services, we are a registered Federal Firearms Licensee (FFL) and our partner for Firearms Auction Services is also a registered Federal Firearms Licensee (FFL.)</p> <p>As part of our Haul Away Auction Services program for vehicle and equipment assets, we verify and ensure that any subcontractors we use hold the required licenses and certifications related to towing, dealer programs, broker programs, and any scrap requirements depending on the jurisdiction.</p>		*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	We have had no suspension or disbarment events applied to our organization during the past ten years, or ever.		*

**Table 3: Industry Recognition & Marketplace Success**

Item # 7.

Line Item	Question	Response *
16	Describe any relevant industry awards or recognition that your company has received in the past five years	Our company operates in a specific niche industry and as such there are no industry associations providing the customary platforms for awards and recognitions. However, many of our Clients have received awards and recognition as a result of utilizing our auction services. For example, we currently handle all fleet and equipment auction services for the largest municipal fleet in the United States (City of New York / New York City Department of Citywide Administrative Services) and their utilization of our auction services have garnered them many awards, including Leading Fleets and 100 Best Fleets.
17	What percentage of your sales are to the governmental sector in the past three years	The overwhelming majority of our clients are government entities. While we do work with a handful of corporations and other organization types, 96% of our clients are government entities.
18	What percentage of your sales are to the education sector in the past three years	With our service so heavily imbedded in the law enforcement area, we recognize the opportunity to serve the education sector at greater quantities in the future. Currently, 3.2% of our clients are in the education sector.
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>PropertyRoom.com holds the statewide contract for vehicle auction services for the State of Connecticut. We were re-awarded this contract in 2017 through a traditional RFP process with the State's Department of Administrative Services (DAS). The statewide contract can be piggybacked by any and all agencies within the State of Connecticut. We have generated the following sales volume for all Connecticut clients under the state contract for the past three (3) years:</p> <p>2018 = \$2,772,250 2019 = \$2,687,815 2020 = \$1,514,912</p> <p>Aside from our current Sourcewell agreement, we also hold co-op agreements with NASPO ValuePoint (NASPO). With New Mexico as the lead state, NASPO has been adopted by several state government purchasing departments, but it has not been adopted in all 50 states.</p> <p>Under the NASPO agreement for agencies located in California, New Mexico, Utah, and Washington, we have generated the following sales volume for the last three (3) years.</p> <p>2018 = \$7,366 2019 = \$14,666 2020 = \$109,557</p>
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	We do not currently hold any GSA contracts.

**Table 4: References/Testimonials**

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
Las Vegas Metro, NV Police Dept. / Clark County, NV	Melisse Huffmaster, Director	702.828.3488
City of Fort Worth, TX Police Department	Betty Rogers, Public Safety Support Manager	817.392.5929
Raleigh, NC Police Department	Wendy Lancaster, Manager	919.996.1157
Boston, MA Police Department	Captain Wayne Lanchester	617.343.9661
City of Durham, NC Police Department	Portia Sidberry, Supervisor	919.560.4442 x29106

Table 5: Top Five Government or Education Customers

Item # 7.

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Municipal Agency	Government	New York - NY	Online Auction - Fleet & Large Equipment	Auctioned anywhere from 2500 to 3500 items per year over the past three years	\$31,715,331	*
State Agency	Government	Connecticut - CT	Online Auction - Fleet & Large Equipment	Auctioned anywhere from 570 to 1100 items per year over the past three years	\$6,785,885	*
Municipal Agency	Government	New York - NY	Online Auction - Fleet & Large Equipment	Auctioned anywhere from 90 to 300 items per year over the past three years	\$4,833,475	*
Law Enforcement Agency	Government	New York - NY	Online Auction - Personal Property & Evidence	Auctioned anywhere from 5000 to 12,400 items per year over the past three years	\$2,936,646	*
Law Enforcement Agency	Government	California - CA	Online Auction - Personal Property & Evidence	Auctioned anywhere from 6600 to 7780 items per year over the past three years	\$1,811,706	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
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23	Sales force.	<p>We can serve Participating Entities nationwide and have teams internally as well as with our partners to provide additional support.</p> <p>We have a Sales Team and Client Success Team covering all 50 states with each team member assigned to a specific region. We currently have seven (7) Sales and Client Success Team members (all direct employees and FTE's), that work with government and law enforcement agency sectors. Our team members are headquartered/based in Maryland, Massachusetts, New York, and Kentucky. We have sales coverage both regionally and on a nationwide scale.</p> <p>The Sales Team's responsibility is to prospect potential new clients, including Participating Entities, determine their needs and requirements, develop the best solution based on our online auction services available, and complete the contract and onboarding process to convert them into clients. Each Sales Team member works daily to identify potential Participating Entities that may need our services and identifies Sourcewell members, or potential new Sourcewell members, that could also utilize our online auction solutions.</p> <p>Our Client Success Team's main role is to provide consistent account management to our clients and contacts them on a regular basis to ensure we are meeting, and exceeding their needs and requirements, in addition to arranging pickups and creating a plan of action for auctioning their items. Since each Client Success Team Member is assigned to a Client, they become familiar with the needs and requirements of personnel and aid them in a higher capacity. Those well-established relationships and consistent communication and account management are often the reason why our services run so smoothly, and our clients have remained with our company for many years.</p> <p>In addition to PropertyRoom.com employees serving our Clients nationwide, we have multiple partners in place to provide additional auction service solutions. We utilize a subcontractor for our Firearms Auction Services, and several partners depending on the region for Haul Away Auction Services for Vehicles and Large Equipment. This gives us the ability to haul away these types of assets to more than 190 yards/auction locations across the United States. Even though we utilize additional partners for some of our auction solutions, clients still work directly with PropertyRoom.com employees to ensure consistency and quality of service while handling any issues or questions that may arise during the auction process.</p>	<p>Item # 7.</p> <p>*</p>
24	Dealer network or other distribution methods.	<p>PropertyRoom.com does not utilize a dealer network. All service offerings and client communication are handled directly with our own Sales and Client Success teams to ensure consistency and continuity of service to all our 4,100+ valued clients.</p> <p>However, we have partnered with Insurance Auto Auctions, Inc. (IAAI) to better serve our Clients in need of vehicle and equipment auction services. Our Haul Away Auction Services is our program that transports our Client's vehicles and equipment from their lot stores them and auctions them at local IAAI yards. IAAI has a large geographic footprint with a nationwide scope and 190+ yards, which makes it easy to serve many clients nationwide while picking up and successfully auctioning larger assets. IAAI markets to bidders in 110+ countries and offers live and live-online bidding.</p> <p>We partnered with Buds Gun Shop to provide secure, fast, and easy auction services for firearms, firearms accessories, and ammunition. With Buds Gun Shop's over 40 years' experience in the industry, Federal Firearms License (FFL), and full compliance with ATF, Title 18, U.S. Code, Ch. 44 and NFA (26 U.S.C., Ch. 53) process, we can offer this additional service to our clients.</p>	<p>*</p>
25	Service force.	<p>With our full-service solutions, our Service force stretches across multiple departments to provide the best level of service possible to our clients.</p> <p>Our seven (7) Client Success Team members provide account management to clients on all auction service offerings and ensures items are sent to auction quickly and efficiently.</p> <p>Our six (6) Driver Team members are responsible for facilitating pickups at our client locations and safely storing product in our fleet of trucks and transporting and unloading the items at our Processing Centers. With multiple drivers, trucks, and routes nationwide, we are able to provide full-service pickups to most Participating Entities, while still allowing agencies the flexibility to ship items directly to us if preferred.</p> <p>Our twenty-one (21) Processing Center team members across multiple locations are responsible for all tasks in cataloging, imaging, storing, and listing items for auction on the auction platform to get the highest return for our clients. We have Processing Center locations in Farmingdale, NY, Ontario, CA, and Memphis, TN to serve clients nationwide.</p>	<p>*</p>

26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Our dedicated Client Success Team works with Clients to ensure a smooth, and transparent, transfer of items as they go to auction based on the service offering being utilized.</p> <p>This Team is available 8:00 A.M. EST to 6:00 P.M. EST Monday through Friday by phone or email. Our response time goal for all Client Success inquiries and issues is no more than 24 hours.</p> <p>We offer a comprehensive onboarding and training program called "Safe Passage" for Clients to ensure that all questions are answered, and Clients are prepared to get the most from our auction services as possible. This program starts at onboarding and walks the new Client through their first manifest, pick up, auction, remittance of proceeds, and reporting review to ensure the Client feels comfortable with the process and answer any questions that arise.</p> <p>After onboarding, our Client Success Teams proactively contact our Clients on a regular basis to ensure Client satisfaction and determine if the Client has any items ready to be picked up and sent to auction. Clients can reach out to us directly at any point to schedule pickups, with any questions, or for additional training. We take a personal approach when working with our Clients to ensure they are happy, their needs are met, and all of their questions and concerns are answered on a timely basis.</p> <p>PropertyRoom.com serves thousands of government Clients and other organizations, we also serve more than 2.1 million registered bidders. Our bidder customers on our website require support for various auction process related reasons. Our Bidder Customer Support Team works with our customers to answer any questions throughout the auction process. Bidder Customer Support is available by phone and email from 8:00 AM EST to 8:00 PM EST Monday through Friday. Our response time goal for all Customer Service inquiries and issues is typically 1-2 business days.</p>	Item # 7.
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>PropertyRoom.com is number one in the industry for providing full-service property and evidence disposition solutions to more than 4,100 client agencies nationwide.</p> <p>We are fully capable and more than willing to serve our current clients as well as any additional Participating Entities not currently utilizing our services. We welcome the opportunity to present our service offerings to Participating Entities in need of online auction solutions.</p>	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>While we currently do not auction and sell assets to and from Canada, our Haul Away Auction Service partner, IAAI, has a large geographic footprint with multiple Canadian auction lot/vehicle storage locations. We can provide Haul Away Auction Services to Sourcewell Participating Entities in Canada.</p> <p>We are currently exploring ways to expand our other online auction solutions to the Canadian market.</p>	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	<p>We have the ability to serve Participating Entities nationwide, including Hawaii and Alaska.</p> <p>We offer a variety of solutions which may include physically picking up items, utilizing our Pack &amp; Ship program where small items can be shipped to us directly, or large items can be auctioned online while being held at the Client's location.</p> <p>While we currently do not auction and sell items to and from Canada, our Haul Away Auction Service partner, IAAI, has a large geographic footprint with multiple Canadian auction lot/vehicle storage locations. We can provide Haul Away Auction Services to Sourcewell Participating Entities in Canada. We are currently exploring ways to expand our online auction solutions to the Canadian market.</p>	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	PropertyRoom.com does not have any limitations on which contract vehicle to utilize. We can fully serve and utilize the Sourcewell contract to Participating Entities in all regions.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	We are able to serve Participating Entities with a combination of one or multiples of our online auction service solutions in Hawaii and Alaska. We are not currently providing our services in the U.S. Territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *
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32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>We are very proud to have a Sourcewell-awarded contract and to be able to offer it as a solution to our prospective Clients, and as such highlight it through multiple marketing channels to promote Sourcewell and our online auction solutions.</p> <p>Our Sales Team is trained and instructed to utilize the Sourcewell-awarded contract as the first option to close a deal due to the benefits that Sourcewell provides to our prospective Clients. Therefore, it is prominently featured in our sales presentations and materials (see attached example Sales Presentation - OnlineAuctionServicesPresentation_PropertyRoomcom_September2020_Template.pdf and Sales Flyer - OnlineAuctionServicesFlyer_PropertyRoomcom_July2020.pdf).</p> <p>The Sourcewell logo and contract information is featured on our website on our partner links page (<a href="https://www.propertyroom.com/about-us/partners">https://www.propertyroom.com/about-us/partners</a>), or lead generation pages (<a href="https://www.propertyroom.com/about-us/law-enforcement-and-municipality-auction-services">https://www.propertyroom.com/about-us/law-enforcement-and-municipality-auction-services</a>) and in our Sales and Client Success Teams email signatures that are sent to prospective and existing Clients to proudly share our affiliation with Sourcewell.</p> <p>We also display the Sourcewell-awarded contract flag prominently at any trade show or conference we attend along with copies of the Sourcewell (see attached example - PropertyRoomcom_SourcewellFlyer.pdf) flyer to show prospective Clients the benefits of joining Sourcewell.</p>	Item # 7.
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Propertyroom.com uses technology and digital data to enhance our marketing effectiveness for all our marketing campaigns; both to attract new Clients as well as promote our Clients' items that are up for auction. We utilize data based on Clients' and customers' interests and customers' past bidding experiences to customize messages to maintain an engaged audience, which in turn will increase proceeds for our Clients.</p> <p>As we assist our Clients with our unique set of auction services and help auction our Clients' goods for them online, it is important that we drive interested customers to their auctions and convert them to bidders to increase the proceeds.</p> <p>For our current 4,100+ agency Clients and 23,000+ agency target list prospects, we do this by implementing campaigns across multiple marketing channels – on site messaging, regular targeted email campaigns, consistent sales outreach via emails and phone calls, and Public Relations efforts with press releases and media outreach to drive interest nationwide and in local communities. We have been featured on many national, regional and local news programs (including CNNTV, CNN.COM, Fox News TV, and FoxNews.com). An example of a digitalized press release featuring City of Houston, TX, PropertyRoom.com and Sourcewell is featured here: <a href="http://www.prweb.com/releases/2015/08/prweb12884425.htm">http://www.prweb.com/releases/2015/08/prweb12884425.htm</a>.</p> <p>We also aim to grow our Bidder Base of consumers bidding on the auctions we manage for our Clients. To do so, we also use technology and digital data to enhance our business to consumer (B2C) marketing efforts. We engage new and existing customer across multiple marketing channels like on site messaging, regular targeted email campaigns, social media posts and ads across multiple platforms (Facebook, Twitter, Instagram, Reddit, etc.), Public Relations efforts, Pay-Per-Click keyword and ad campaigns, online display advertisements, and more. We utilize data based on customer's interests and past experiences on our site to customize messages and encourage bidding, which in turn will increase proceeds for our Clients.</p>	*
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>PropertyRoom.com has been fortunate to work with Sourcewell for many years and having a Sourcewell-awarded contract is paramount to our sales process. We have appreciated the collaboration provided by our Sourcewell Team as we prospect and work to engage and complete contracts with new Clients, train our internal teams on the Sourcewell process, and answer questions from a potential Client.</p> <p>We utilize the resources at Sourcewell to help identify existing Sourcewell Clients when prospecting or provide examples of other Sourcewell members in their area for prospects. Being able to show the wide network of Sourcewell Participating Entities assists in easing any concerns or questions about the process and provides references.</p> <p>Having a Sourcewell-awarded contract is a prominent feature in our sales collateral tools and is a main talking point with all potential Clients. We approach 100% of our prospects with the utilization of our Sourcewell-awarded Vendor Contract. We believe there are many benefits for our potential and existing Clients to be part of Sourcewell therefore it is integrated into our marketing (both external and internal) as we communicate and promote our online auction solutions.</p> <p>We have frequently utilized our Sourcewell contract manager, arranged conference calls with our prospective Clients and, at the approval of our contract manager, asked our prospective Clients to contact our contract manager directly.</p> <p>We would take advantage of the contract award to issue a joint press release with Sourcewell to announce our renewed alliance and promote it through our national marketing channels. We also appreciate the inclusion on Sourcewell materials as well as the website so when members are searching for solutions, we are presented as an option.</p>	*



35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>As our online auction services and platform are service based and not product based, e-procurement ordering process is for inquiries based on their needs to auction items simple and digital process.</p> <p>At initial interest, we offer an electronic outreach form on our website, where interested agencies can submit their information so one of our Sales Team members can contact them with more details. A Sales Team member will then reach out to learn about the interested prospect's needs and help them find the best solution.</p> <p>Once they are a Client, we offer a digital manifest in which the Client would notify us of items that are ready to go to auction. From there we provide a complete turnkey solution that includes pick up/haul away of items, auditing services, authentication services, auctioning, customer support, delivery to the winning bidder, and several value-added benefits.</p>	Item # 7.
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Table 8: Value-Added Attributes

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Since PropertyRoom.com offers a full-service solution to online auctions where we aim to handle the process from pick up at client locations to shipment to the winning bidder, there should be very little training necessary beyond the Welcome Call with our Client Success Team. Product and equipment maintenance does not apply to our online auction services.</p> <p>PropertyRoom.com takes a hands-on approach and ensures clients are comfortable with all aspects of the auction process. After our initial training program, Safe Passage, which walks Clients through their first manifest, auctions, proceed remittance, and reporting reviews, if Clients require additional guidance, we are happy to set up additional and ongoing training as needed. We maintain Zoom accounts for managers to train Clients online with a hands-on and visual approach to show them how to utilize their account in our proprietary online reporting portal, AgencyWeb, to maintain visibility of item inventory and where to find reports on their surplus items. AgencyWeb is our web-based reporting tool for clients to access and view various reports about the items they have entrusted to PropertyRoom.com.</p> <p>Our Client Success Team continually follows up to ensure Client satisfaction. We take a personal approach when working with our Clients to make sure they are happy, and their needs are met. Our Client Success Team is available by email and telephone for our Clients to reach out to if they have any questions or concerns.</p>
37	Describe any technological advances that your proposed products or services offer.	<p>We have over twenty (20) years' experience in the online auction industry and are leaders in our field in offering property and evidence disposition services to law enforcement, municipalities, and other organizations. We have developed a proprietary online auction platform utilizing the most recent technologies to provide a safe, secure, and fun place for our Clients and Bidders.</p> <p>We've created a proprietary solution for our Clients to auction vehicle and equipment assets by developing a simple mobile cataloging tool called MobiCat®. The user can enter a VIN number which automatically populates basic vehicle information, take photographs directly from a tablet device, customize with specific details about the asset, and submit for auction to launch it on the online platform.</p> <p>In order to provide complete transparency on items and fulfill chain-of-custody requirements from our Clients, we have developed a proprietary online reporting portal where Clients can access information on the items sent to us 24/7. This portal, AgencyWeb, provides reporting such as (examples shown in the appendix of the Sales Presentation - OnlineAuctionServicesPresentation_PropertyRoomcom_September2020.pdf):</p> <ul style="list-style-type: none"> <li>• The items sold during the prior month, all relevant amounts for winning bid, sales tax, credit card costs, and Client share of proceeds</li> <li>• The items consigned for sale during the month</li> <li>• The total amount of proceeds collected during the month</li> <li>• The items, if any, inventoried at the end of the month</li> <li>• Any and all relevant make, model, or other identification provided on the auction manifest</li> <li>• The Clients net proceeds and PropertyRoom.com's net proceeds during the preceding month</li> <li>• Cumulative year-to-date totals for sales proceeds, Client's proceeds and PropertyRoom.com's proceeds</li> <li>• All required Client reference numbers and identifying information to permit reconciliation, including manifest date, page and line number, case ID, and Client auction reference number.</li> <li>• Custom reporting options are available for client agencies needing more detailed and broken-down information for the previous month.</li> </ul>



38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>The very essence of our services involves a form of recycling by redeploying items for extended use and thereby reducing additional raw material consumption and reducing land use. We have also implemented our own Green Policy as a goal to use only the resources we need, leaving as small a footprint as possible while delivering innovative, high value online auction services.</p> <p>The initial emphasis of our Green Policy revolves around the following areas:</p> <p>Document Management &amp; Recycled Paper Usage. We seek to decrease our Clients' and our own consumption of paper while purchasing only paper that contains recycled content. We have several current Company practices like using online electronic reports for internal and client use and deployment of recycled paper products for printing and packaging materials.</p> <p>Metal Recycling Many products our Clients seek to monetize are comprised mainly of metals and have reached the end of their useful lives. We then put the composite metals to reuse by scrapping at metal reclamation facilities.</p> <p>Responsible Disposition of Hazardous Electronic Waste Many types of electronic products that our Clients seek to monetize contain hazardous materials and have reached the end of their useful lives, thus considered hazardous waste. Our Company is committed to disposing of such products in a responsible manner. Currently we manage an internal, online directory of facilities that we utilize for disposing of such electronic goods. All of these facilities are licensed by the U.S. Federal EPA.</p>	<div>Item # 7.</div> <div>*</div>
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	PropertyRoom.com provides auction services not equipment or products, so eco-labels, ratings, and certifications do not apply to our service offering.	<div>*</div>
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	While we do not possess WMBE or SBE accreditations ourselves, we do make a commitment to utilize such business enterprises as suppliers of services for us in fulfilling our existing contracts. For example, through our partner, Insurance Auction Auctions, Inc., (IAAI), we utilize a WMBE-accredited towing contractor; we also make efforts to source fuel suppliers, temporary labor, and other goods and services we require from WMBE and SBE entities.	<div>*</div>
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>What makes our solution so comprehensive and unparalleled in our industry is that we are the only company to offer a variety of service levels, including a completely full-service solution to handle the entire auctioning process of property and evidence from beginning to end. We pick up, process, and auction the items so our customers can focus on enforcing the law. Much of our competition provides just a listing service platform which puts the majority of the work back on the Client themselves.</p> <p>There are multiple unique attributes that make our solution the choice of over 4,100 law enforcement agencies and municipalities nationwide:</p> <ul style="list-style-type: none"> <li>• Ability to handle multiple item types like property and evidence, firearms, firearms accessories, ammunition, vehicles, and equipment</li> <li>• Trustworthy reputation and loyal Client and Bidder base for over 20 years</li> <li>• Authentication services for high-end items like jewelry, watches, and coins internally and with third parties, like the GIA and independent specialists, at no additional cost</li> <li>• Total transparency and full chain of custody reporting of our straightforward policy of documenting every item and maintaining a full audit trail available 24/7 via our proprietary online reporting portal, AgencyWeb</li> <li>• Identification and destruction or return of counterfeits at our Processing Centers</li> <li>• Flexibility in variety of online auction services for Clients to choose the solution that best fits their needs</li> <li>• Capability to return lost or stolen items when citizens prove any item on our site is rightfully theirs</li> <li>• Federal Firearms Licensed Dealer (FFL) and also subcontract our Firearm Auction Services to Buds Gun Shop (<a href="https://www.budsgunshop.com/">https://www.budsgunshop.com/</a>), also a Federal Firearms Licensed Dealer (FFL) and the largest online retailer of firearms in the United States</li> <li>• Option to auction firearms for a credit in exchange for a variety of law enforcement equipment through Buds Gun Shop</li> <li>• Partnership with multiple subcontractors who are experts in their field, like Insurance Auction Auctions (IAAI), who expands our ability to offer Vehicle &amp; Equipment Auction Services with their over 190 facilities nationwide</li> </ul>	<div>*</div>

**Table 9: Warranty**

Item # 7.

**Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.**

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	We offer online auction services not products, parts, and labor which would traditionally offer a warranty. Therefore, warranties are not applicable for our services.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	We offer online auction services, so warranties are not applicable for our services, and therefore do not have usage restrictions or other limitations.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	We offer online auction services, so warranties are not applicable for our services, and therefore do not require travel time and mileage expenses of technicians.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	We offer online auction services, so warranties are not applicable for our services, and therefore do not require a certified technician to perform repairs.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	We offer online auction services, so warranties are not applicable for our services, and therefore do not have manufactured parts or equipment.	*
47	What are your proposed exchange and return programs and policies?	We offer online auction services, so products and parts for exchange or return are not applicable for our services,  However, we do offer the ability for a Client to request an item back after it has been sent to us. For example, if a law enforcement agency sent us an item from a case and that case needed to be reopened, as long as we had the item in our possession, we would be able to send back to the Client to satisfy their legal requirements.	*
48	Describe any service contract options for the items included in your proposal.	We offer online auction services, so service contract options for a product with parts and labor are not applicable.  However, we do have a standard agreement for our auction services for our Participating Entities to sign to use our services. This agreement includes all our online auction solutions, so clients can add additional services as needed.	*

**Table 10: Payment Terms and Financing Options**

Item # 7.

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	<p>As an online auction company, PropertyRoom.com retains a commission percentage of each auction; therefore, the Client will not have to remit payment to us under any terms.</p> <p>PropertyRoom.com employs the same standard reconciliation and payment process for 100% of its Clients. Once a month, PropertyRoom.com reconciles all auction items closed and paid for the previous calendar month and prepares payment to Clients. We send proceeds through the Clients preferred method, such as mailing checks or wire transfer, for Client net proceeds based on the reconciliation for the previous calendar month auction results.</p>	*
50	Describe any leasing or financing options available for use by educational or governmental entities.	PropertyRoom.com provides service solutions that are revenue-generating opportunities for Clients, so there is no need for leasing or financing options in order to utilize our service solutions. This frees up any need to find money in the agency's budget in order to utilize our services. We remit net proceeds to Clients on a monthly basis.	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcwell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcwell participating entities' purchase orders.	<p>As we offer services and not products, the ordering process consists of Participating Entities reaching out to us when they have items ready to go to auction and our Client Success Team doing active outreach to Clients to assist in sending their items to auction when ready.</p> <p>PropertyRoom.com does not utilize a dealer network. All service offerings and client communication is handled directly with our own Sales and Client Success teams to ensure consistency and continuity of service to all our 4,100+ valued clients.</p> <p>Clients utilize a digital manifest to list items deemed ready for public auction. The items on the manifest are tracked in our proprietary reporting system, AgencyWeb, for full transparency to our Clients and full tracking of each Client and related sub-accounts.</p> <p>Our Client relationship management (CRM) database contains information on each Client account and all related sub-accounts. We maintain the account management for all Clients even when working with a subcontractor and all sales are recorded and managed in our systems. In addition to tracking all items that flow through our systems, auctioned items, sales, we track any Clients that have signed up using Sourcwell as the contract vehicle and utilize this information when preparing the quarterly sales report to Sourcwell.</p>	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	As an online auction company, PropertyRoom.com offers a revenue share model where we retain a commission percentage of each auction; therefore, the Client will not have to remit payment to us nor use a P-card.	*

**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
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53	<p>Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.</p>	<p>We have a revenue share model for online auction services. We keep a commission percentage of the winning bid of an item if it sells – there are no upfront costs.</p> <p>We do not charge listing fees for individual auctions, training fees, start-up costs, advertising costs, or fees for our value-added services. For example, on our Portables Auction Service, we pick up items, audit, image, write descriptions, authenticate internally and/or with third party specialists, perform disk erasure, provide refurbishment on certain items, etc. All of this is included in our simple, revenue share model.</p> <p>We offer online auction services, and not products with products, parts, and labor, we do not have SKUs for our service solutions proposed in this RFP response.</p> <p>Please see below for our pricing breakdown by service proposed in this RFP response:</p> <p><b>PROPERTY &amp; EVIDENCE DISPOSITION SERVICES</b></p> <ul style="list-style-type: none"> <li>Sourcewell Member Discounted Pricing (non-bicycles): 50% of the first \$1,000 of the Winning Bid, and 25% of the Winning Bid portion that exceeds \$1,000 for all items. This way you get to keep more of the proceeds for higher valued items. (Compared to Non-Sourcewell Pricing: 50% of the Winning Bid for all items.)</li> <li>Sourcewell Member Pricing (bicycles): 85% of the Winning Bid. (Compared to Non-Sourcewell Pricing: 85% of the Winning Bid.)</li> </ul> <p><b>FIREARMS AUCTION SERVICES</b></p> <ul style="list-style-type: none"> <li>Sourcewell Member Discounted Pricing: 50% of the first \$1,000 of the Winning Bid, and 25% of the Winning Bid portion that exceeds \$1,000 for all items. This way you get to keep more of the proceeds for higher valued items. (Compared to Non-Sourcewell Pricing: 50% of the Winning Bid for all items.)</li> </ul> <p><b>VEHICLE &amp; EQUIPMENT AUCTION SERVICES</b></p> <p><b>Haul-Away Auction Service</b></p> <ul style="list-style-type: none"> <li>Sourcewell Member Pricing: 12.5% of the Winning Bid. (Compared to Non-Sourcewell Pricing: 12.5% of the Winning Bid.)</li> </ul> <p><b>In-Place Auction Service</b></p> <ul style="list-style-type: none"> <li>Sourcewell Member Discounted Pricing: 2.5% of the Winning Bid. (Compared to Non-Sourcewell Pricing: 5% of the Winning Bid.)</li> </ul> <p><b>Impound Auction Service</b></p> <ul style="list-style-type: none"> <li>Sourcewell Member Pricing: 12.5% of the Winning Bid. (Compared to Non-Sourcewell Pricing: 12.5% of the Winning Bid.)</li> </ul> <p>See our Pricing: - PropertyRoomcom_Sourcewell_Pricing_2021.pdf - for this information as well.</p>	<p>Item # 7.</p>
54	<p>Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.</p>	<p>As noted, our pricing is a revenue share model where we keep a commission percentage of the winning bid of an item if it sells – there are no upfront costs.</p> <p>We have discounted our commission percentage for Sourcewell Participating Entities for many of our auction services approximately 25% to 50% of our standard commission percentage.</p>	<p>*</p>
55	<p>Describe any quantity or volume discounts or rebate programs that you offer.</p>	<p>We offer online auction services, and not products with products, parts, and labor, we do not have any volume rebates or quantity discounts.</p> <p>Our pricing structure is already discounted to our government, educational and non-profit Clients due to our lower, negotiated rates with our partners. For example, when we negotiated with one of our larger partners for haul-away services of vehicle and large equipment assets, we absorbed some of the usual and customary fees usually passed on to Clients by other auction companies including towing for the first thirty (30) miles and cleaning and preparation fees for vehicles. We continue to absorb these fees providing additional savings to our Clients.</p>	<p>*</p>

56	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	<p>All fees are noted in the pricing section of this proposal. Our management commission is a percentage of the winning bid, but we detail any potential fees depending on the service level requested.</p> <p>In our Haul-Away Services solution for Client vehicle and large equipment assets, we note in our pricing that medium and heavy trucks that may require additional tow equipment beyond a standard vehicle transporter. These will be billed at cost based on quotes received from local tow providers under our subcontractor.</p>	<p>Item # 7.</p> <p>*</p>
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	<p>We strive for a simple, and straightforward revenue share pricing model as described in question 53. We do not charge for many of our value-added services for example, on our Portables Auction Service, we pick up items, audit, image, write descriptions, authenticate internally and/or with third party specialists, perform disk erasure, provide refurbishment on certain items, etc.</p> <p>However, there are some additional charges that are listed below and are mainly a result of pass-thru charges from our subcontractors. These fees would be deducted from Client Net Proceeds to maintain our revenue share pricing model and eliminate any additional invoicing.</p> <p><b>ALL AUCTION SERVICES</b></p> <ul style="list-style-type: none"> <li>• Payment Processing Cost (“PP Cost”)</li> </ul> <p>What: This is a portion of the fee to process payment. For example, credit card fees.</p> <p>Fee Amount: 3% of the Sales Price (includes Winning Bid plus shipping and handling, shipping insurance and sales tax paid by a buyer)</p> <p><b>PROPERTY &amp; EVIDENCE DISPOSITION AUCTION SERVICES</b></p> <ul style="list-style-type: none"> <li>• Shipping or Fuel Surcharge Fee</li> </ul> <p>What: We charge a small fee to get your items to us either by shipping via common carrier or picked up by us</p> <p>Fee Amount:</p> <ul style="list-style-type: none"> <li>- If items are transported via common carrier and not picked up by us, a portion of the shipment cost will be deducted from Client Net Proceeds.</li> <li>- If items are picked up by us, a fuel surcharge will be deducted from Client Net Proceeds for each picked up Manifest. This Fuel Surcharge is determined by quarterly retail diesel prices, as published by the U.S. Energy Information Administration. There is no Fuel Surcharge if the Retail Diesel (per gal) is lower than \$2.50 / gal. There is a \$12.40 fee for every \$0.50 per gal change in Retail Diesel (e.g. \$2.50 to \$2.99 is a \$12.40 fee, \$3.00 to \$3.49 is a \$24.80, etc.). This fee is divided across locations and/or sub-accounts picked up same day.</li> </ul> <p><b>FIREARMS AUCTION SERVICES</b></p> <ul style="list-style-type: none"> <li>• No additional fees</li> </ul> <p><b>VEHICLE &amp; EQUIPMENT AUCTION SERVICES</b></p> <p><b>IN-PLACE AUCTION SERVICES</b></p> <ul style="list-style-type: none"> <li>• No additional fees</li> </ul> <p><b>HAUL-AWAY AND IMPOUND AUCTION SERVICES</b></p> <p>Towing</p> <ul style="list-style-type: none"> <li>- Light Tow - \$10 for every 10 miles over the first 30 free miles</li> <li>- Medium/Heavy Tow - Billed at cost by subcontractor</li> </ul> <p>Re-list/Re-run</p> <ul style="list-style-type: none"> <li>- \$35.00 per additional re-list on 4th attempt onward due to any type of Client imposed bidding restriction (e.g., reserve price not met);</li> </ul> <p>De-identification</p> <ul style="list-style-type: none"> <li>- \$20.00 / quarter hour</li> </ul> <p>Decal Removal</p> <ul style="list-style-type: none"> <li>- \$20.00 / quarter hour; \$45.00 minimum charge per vehicle (\$45.00 maximum charge per vehicle for Light Duty Vehicles)</li> </ul> <p><b>HAUL AWAY AUCTION SERVICES</b></p> <p>Storage – light and medium duty</p> <ul style="list-style-type: none"> <li>- \$3.00 / day over 30 days past pickup date only if due to Client</li> </ul>	<p>*</p> <p>*</p>

		<p>imposed issue (e.g., reserve price not met or title issue); (Compared to Non-Sourcwell Member Pricing: \$5.00 / day over 30 days past pickup date)</p> <p>Storage – heavy duty - \$5.00 / day over 30 days past pickup date only if due to Client imposed issue (e.g., reserve price not met or title issue) (Compared to Non-Sourcwell Member Pricing: \$8.00 / day over 30 days past pickup date)</p> <p>IMPOUND AUCTION SERVICES Owner Storage - \$8.00 / day</p> <p>See our Pricing: PropertyRoomcom_Sourcwell_Pricing_2021.pdf - for this information as well.</p>	Item # 7.
58	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	We offer online auction services, and not products with products, parts, and labor, we do not have any delivery costs to the Sourcwell member. However, we do have a shipping fee for items shipped to us or a Fuel Surcharge for items that are picked up as described in question 57 above.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	As noted above, we offer online auction services, and not products with products, parts, and labor, we do not have any delivery costs to the Sourcwell member. However, we do have a shipping fee for items shipped to us or a Fuel Surcharge for items that are picked up as described in question 57 above.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	PropertyRoom.com provides multiple service solutions nationwide, but there are no products for delivery. We provide our services nationwide and work with Clients and potential Clients to find the best solution for all.	*

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcwell.	<p>PropertyRoom.com maintains the account management for all Clients, even when working with a subcontractor so we can ensure complete accuracy in pricing and reporting for our Sourcwell contracts. We are the Primary and Sole Point of Contact with our Clients and control all Client payments. We internally track all Clients that have utilized Sourcwell as the contract vehicle in our Client relationship manage (CRM) database which holds all the information on each Client, and our system's processing payments based on the assigned contract.</p> <p>PropertyRoom.com's contract administrator cross references and verifies the Sourcwell Client list when preparing the quarterly sales report to Sourcwell to ensure all Clients under Sourcwell are included.</p>
63	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	We propose a 2% administrative fee, payable to Sourcwell and calculated as a percentage of the net service revenue we receive from agreements executed under the Sourcwell national contract awarded as a result of this RFP.

**Table 14A: Depth and Breadth of Offered Equipment Products and Services**



Line Item	Question	Response *	Item # 7.
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>PropertyRoom.com offers a variety of online auction service solutions to agencies, municipalities, and organizations nationwide to serve our Client's needs and requirements.</p> <p>Ranging from full-service pick up/haul-away, ship to us, to in-place (at your location) online auction solutions, we handle the auctioning of a variety of item types like property and evidence, vehicles and equipment, and firearms and firearm accessories.</p> <p>We aim to provide the best-in-class solutions to eliminate clutter, reduce storage and handling costs, safely and securely liquidate items, increase proceeds, and employ chain of custody practices for all our 4,100+ clients.</p> <p><b>VEHICLE &amp; EQUIPMENT AUCTION SERVICES</b>  Our Vehicle &amp; Equipment Auction Services offers flexibility in options to best suit our Client's needs. We offer a haul-away solution where we pick up the assets and store at a partner yard during the auction process, an in-place solution for larger assets that do not lend themselves to truck transport, and an impound solution where we help handle citizen returns and auction assets if needed and authorized.</p> <p>PropertyRoom.com's Haul Away Auction Services auctions surplus vehicles and other equipment in online auctions without having to store them in place, at their facilities/lot locations. The process is easy to follow and requires very little effort from the Client, with frequent auctions to clear assets quickly and efficiently. We have also partnered with Insurance Auction Auctions, IAAI, to offer a full-service solution for the public sector.</p> <p>PropertyRoom.com's In-Place Auction Services specializes in selling large pieces of property which do not lend themselves to truck transport. This service is built to auction larger surplus assets while minimizing efforts and increasing efficiency and revenue.</p> <p>PropertyRoom.com's Impound Auction Services allows Client's to store assets while they are waiting for citizen redemption. We haul away the asset and store at a secure location to free up the Client's parking lot and meet all legal requirements. We handle the asset from towing to processing citizen returns, and even auctioning the asset if necessary.</p> <p><b>PROPERTY &amp; EVIDENCE AUCTION SERVICES</b>  Our Property &amp; Evidence Auction Services is a streamlined process of auctioning seized, found, unclaimed, stolen, recovered and retired property online while maximizing sales. We handle everything from item pick up and evaluation to auctioning to post auction accountability. All a Client must do is schedule the pickup – we'll handle everything else.</p> <p>We can, and have, auction everything from diamond rings, luxury watches, designer handbags, the latest in technology, rare collectibles, valuable coins, and gold, to digital cameras and more.</p> <p>In addition to over 20 years' experience in auctioning items, we provide many value-added services at no additional cost. For example, we complete a detailed evaluation of jewelry, watches, and other high-value items including precious metals using our Niton DXL Precious Metal Analyzer machine, as well as work with third parties like the GIA and other independent specialists to authenticate identified high-value items. We also take security seriously and utilize disk erasure/destruction utilizing a DoD 5220.22-M wipe pattern used by many branches of the U.S. Government, restore to original factory settings, or other processes for electronics when appropriate.</p> <p><b>FIREARMS AUCTION SERVICES</b>  Our Firearms Auction Service handles the liquidation of a law enforcement or government agency's firearms, ammunition, and firearms accessories inventory by auctioning online on our partner website, eGunner.com, a secure, and leading, online firearms auction site available to bidders nationwide, 24/7/365.</p> <p>Unlike the traditional methodology of auctioning evidence/service firearms to an FFL dealer (which in turn resells to a dealer and eventually gets sold to an end-user), we auction on a retail basis, utilizing our unique FFL to FFL network to sell direct to end-users. In addition to this unique process producing higher returns than traditional methods in most cases, we offer 100% compliance with ATF, and adhere to the local/regional/state/U.S. rules and regulations regarding the purchase of a firearm, including background checks and required waiting periods.</p> <p>We even pay for the cost of getting our Client's seized/confiscated/unclaimed firearms to us for preparation of auction sale to simplify the process even further.</p> <p>We do not just provide an auction solution to our clients, but many auction solutions</p>	<p>*</p>



		in multiple industries to fulfill all the needs of our law enforcement and municipal clients. Our service offerings are vast and comprehensive so Participating Entities can work with one vendor for all auction services if that is their need. Our goal has always been to provide our clients with the best possible solution for any item they have been directed to send to auction.	Item # 7.
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Within this RFP category of Auction Services there are subcategories of solutions that we offer additionally:</p> <p>Haul-away Vehicle &amp; Equipment Online Auction Services  In-Place Vehicle &amp; Equipment Online Auction Services  Impound Vehicles Online Auction Services  Property &amp; Evidence Online Auction Services  Firearms Online Auction Services  Seized, Stolen, Abandoned &amp; Surplus Online Auction Services</p> <p>These fall under the broader Sourcwell categories for:</p> <p>Administrative Services – Auction &amp; Liquidation  Fleet Related – Auction &amp; Liquidation</p>	*

**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
66	Online auction services	<input checked="" type="radio"/> Yes <input type="radio"/> No	Property & Evidence / Firearms / Vehicle & Equipment
67	On site live auction services	<input checked="" type="radio"/> Yes <input type="radio"/> No	Vehicle & Equipment Auctions
68	Live streaming auctions	<input checked="" type="radio"/> Yes <input type="radio"/> No	Vehicle & Equipment Auctions
69	Auction-related services	<input checked="" type="radio"/> Yes <input type="radio"/> No	Property & Evidence / Firearms / Vehicle & Equipment related services like authentication, processing, customer service, marketing, payment processing, towing, etc.

**Table 15: Industry Specific Questions**

Line Item	Question	Response *
69	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>PropertyRoom.com has directed our Sales Team to offer Sourcwell contract to all applicable prospective clients. With this directive, we expect the majority of new accounts added to our system to be under the Sourcwell contract. Our goal is 90% or greater of new clients to be under Sourcwell going forward. Our goal is 100% renewal clients to be under Sourcwell as the agreements come up for renewal in our database which is a metric we track regularly.</p> <p>We monitor the success of the Sourcwell contract by analyzing the percentage of Sourcwell Participating Entities that are Prospects and Clients, as well as the revenue generated, and number of auctions compared to non-Sourcwell contracts.</p>
70	Describe your roles and responsibilities for each service you are proposing.	<p>Our online auction services are designed to provide a convenient, transparent, and simple solution to law enforcement agencies, municipalities, and other organizations. PropertyRoom.com's objective is to do the heavy lifting in providing online auction services for property and evidence, vehicles and equipment, firearms and firearm accessories, and provided additional value-added benefits not found with other auction service companies.</p> <p>Under our VEHICLE &amp; EQUIPMENT AUCTION SERVICES, we will be responsible for the below tasks to provide clients the best possible service.</p> <p>HAUL-AWAY AUCTION SERVICES</p> <ul style="list-style-type: none"> <li>• Tow assets from your storage location</li> <li>• Conduct a live or live-online auction that reaches a local, national, and international audience of bidders</li> <li>• Handle customer support and payment collection from the winning bidder</li> <li>• Remit the proceeds to your preferred location based on your jurisdiction's rules and regulations</li> <li>• Provide a detailed audit trail to track your assets</li> <li>• Public inspections held off your premises - reducing liability and risk of lawsuits</li> </ul>

- Facilitate title and registration transfer and pick up of asset
- Full transparency of current and historic records from manifest to purchase

#### IN-PLACE AUCTION SERVICES

- List your assets and apply our auction expertise to optimize proceeds
- Conduct online auctions that reach our 2.1+ million registered bidders
- Handle customer support, collect payment from the winning bidder, and coordinate asset pick up
- Remit the proceeds to your preferred location based on your jurisdiction's rules and regulations
- Provide a detailed audit trail to track your assets
- Full transparency of current and historic records from manifest to purchase

#### IMPOUND AUCTION SERVICES

- Tow assets from your storage location
- List your assets and apply our auction expertise to optimize proceeds
- Conduct a live or live-online auction that reaches a local, national, and international audience of bidders
- Handle customer support and payment collection from the winning bidder
- Remit the proceeds to your preferred location based on your jurisdiction's rules and regulations
- Provide a detailed audit trail to track your assets
- Public inspections held off your premises - reducing liability and risk of lawsuits
- Facilitate title and registration transfer and pick up of asset
- Full transparency of current and historic records from manifest to purchase

Under our PROPERTY & EVIDENCE AUCTION SERVICES, we will be responsible for the below tasks to provide clients the best possible service.

- Pick up items from your location and transport to one of our secure Processing Centers
- Scan everything into our system for complete chain of custody tracking
- Image, clean, sort, authenticate, and assess the item conditions
- High value items may be sent out for third party evaluation
- Reasonable repair of high-value items
- Conduct online auctions that reach our 2.1+ million registered bidders
- Handle customer support, collect the winning bidder's payment, and ship all paid items
- Provide consistent marketing support
- Remit proceeds to your preferred location
- Provide a detailed audit trail to track your items 24/7
- Additional Added Service: Return of lost/stolen items when citizens prove an item is rightfully theirs.

Under our FIREARMS AUCTION SERVICE, we will be responsible for the below tasks to provide clients the best possible service.

- Pick up items from your location and transport to one of our secure Processing Centers
- Scan everything into our system for complete chain of custody tracking
- Inspection of weapons to confirm they are legal for sale (not fully automatic, obliterated serial number, etc.)
- Image, clean, sort, authenticate, and assess the item conditions
- Destruction of weapons that are not legal for sale
- Biohazard Firearm Cleaning Service offered, which ensures the firearm is desirable/saleable.
- Conduct online auctions on partner's website, eGunner.com
- Transfer firearm to local FFL Dealer for winning bidder to pick up following all local, state, and federal regulations
- Handle customer support, collect the winning bidder's payment
- Provide consistent marketing support
- Remit proceeds to your preferred location
- Provide a detailed audit trail to track your items
- Additional Added Service: Return of lost/stolen items when citizens prove an item is rightfully theirs

**Line Item 73. NOTICE:** To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

[illegible]

**Proposer's Affidavit**

Item # 7.

**PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcwell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcwell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcwell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcwell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  - c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

Item # 7.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Aaron Thompson, CEO, PropertyRoom.com, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum_9_Auction_Services_RFP_012821</b> Sun January 24 2021 06:05 PM	<input checked="" type="checkbox"/>	3
<b>Addendum_8_Auction_Services_RFP_012821</b> Thu January 14 2021 08:57 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_7_Auction_Services_RFP_012821</b> Fri January 8 2021 08:58 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_6_Auction_Services_RFP_012821</b> Wed January 6 2021 04:22 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_5_Auction_Services_RFP_012821</b> Wed January 6 2021 02:02 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_4_Auction_Services_RFP_012821</b> Wed January 6 2021 02:01 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_3_Auction_Services_RFP_012821</b> Tue January 5 2021 01:35 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_2_Auction_Services_RFP_012821</b> Mon January 4 2021 04:23 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_Auction_Services_RFP_012821</b> Mon December 28 2020 11:21 AM	<input checked="" type="checkbox"/>	2

## **FORFEITED/RETAINED FIREARMS**

Item # 7.

<b><u>CASE #</u></b>	<b><u>PR #</u></b>	<b><u>MAKE</u></b>	<b><u>MODEL</u></b>	<b><u>CALIBER</u></b>	<b><u>SERIAL #</u></b>
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## **FORFEITED/RETAINED FIREARMS**

*Item # 7.*

**NOTES**



<b><u>DESCRIPTION</u></b>	<b><u>SERIAL #</u></b>	<b><u>FORFEITURE #</u></b>	<b><u>CASE #</u></b>	<b><u>PR #</u></b>	<b><u>OBTAINED</u></b>
Titan 25ACP	(Unreadable - altered)	2011CV038218	11-004741	12983	FORFEITURE
Makarov IJ70 380ACP	BB8797	2013CV032036	13-003920	17342	FORFEITURE
Beretta 21A 22LR	BCS04596U	2014CV048126	13-006215	17918	FORFEITURE
FNH 57 5.7x28	386222070	2014CV05412	14-006300	20635	FORFEITURE
Raven MP25 25ACP	1617342	2015CV007276	14-007529	21071	FORFEITURE
Glock 22 40S&W	EBT474US	2020CV0142911	18-001899	28663	FORFEITURE
Ruger P95 9mm	31781322	2019CV0267013	19-000585	30239	FORFEITURE
Para 1911 45ACP	G113822	2020CV0066413	19-000977	30355	FORFEITURE
SCCY 9mm	694915	2019CV0336909	19-002276	30680	FORFEITURE
Ruger EC9 9mm	45417909	2020CV0097511	19-005179	31264	FORFEITURE
S&W Equalizer 9mm	PJM7627	2024CV0014814	23-002226	36007	FORFEITURE
Glock 43 9mm	AFRT904	2024CV0116011	23-003253	37025	FORFEITURE
FNH 57 5.7x28	386405267	2025CV0028214	24-004419	37739	FORFEITURE

**File Attachments for Item:**

**8. Council Approval on the Re-Appointment (s) of the Urban Design Review Board Members-**  
Planning and Community Development Department



CITY OF  
**FORESTPARK**

## City Council Agenda Item

**Title of Agenda Item:** Council Discussion on the Re-Appointment (s) of the Urban Design Review Board Members

**Submitted By:** Planning and Community Development Department

**Date Submitted:** 03/10/2025

**Work Session Date:** 03/17/2025

**Council Meeting Date:** 03/17/2025

### Background/History:

Staff is seeking approval for re-appointments for five (5) Urban Design Review Board Members: Rodney Givens, Ron Dodson, Yahya Hassan, Yoni Cortez, and Karyl Clayton. Terms are three (3) years and will end March 7, 2028.

### Action Requested from Council:

**Cost: \$**

**Budgeted for:**

**Yes**

**No**

**Financial Impact:**



CITY OF  
**FORESTPARK**

## State of Georgia County of Clayton

### OATH OF OFFICE FOR BOARD/COMMISSION/AUTHORITY APPOINTEES

"I, **Rodney Givens**, do solemnly swear and affirm that I will support the Constitution of the United States and of the State of Georgia; that I will in all respects observe the provisions of the Charter and Ordinances of the City of Forest Park; that I will well and truly perform the duties as an **Urban Design Review** Board Member; that I am not the holder of any unaccounted for public money due this state or any political subdivision or authority thereof; that I am not the holder of any office of trust under the government of the United States, any other state, or any foreign state which by the laws of the State of Georgia I am prohibited from holding; that I am otherwise qualified to hold said office according to the Constitution and laws of Georgia; and that I will to the utmost of my skill and ability endeavor to promote the interest and property of said city, without fear, favor, or affection. So, help me, God."

So, help me, God, or so I affirm this \_\_\_\_ day of \_\_\_\_\_ 2025.

\_\_\_\_\_  
Yoni Cortez  
Urban Design Review Board

Sworn to and subscribed before me, the undersigned,

\_\_\_\_\_  
Angelyne Butler, Mayor

Attest:

\_\_\_\_\_  
City Clerk, City of Forest Park



February 21, 2025

**RE: Boards/Commissions Re-Appointment**

Dear Rodney Givens,

I hope this message finds you well. As your current term on the Urban Design Review Board approaches its conclusion, we would like to express our gratitude for your valuable contributions during your time with the board. Your commitment, expertise, and dedication have been instrumental in advancing the work of the Board.

Given your outstanding performance and continued interest in the board's mission, we are reaching out to inquire about your interest in being re-appointed for another three (3) years. Your colleagues and the broader community have highly valued your insights and leadership, and we believe that your continued involvement would be a significant asset to the ongoing efforts of the Board.

If you are interested in being considered for re-appointment, please let us know as soon as possible. We will happily arrange a meeting if you have any questions or wish to discuss your potential re-appointment further.

We are grateful for your service and hope that you will consider continuing your work with the Board.

Thank you again for your dedication, and we look forward to hearing from you.

Sincerely,

*Nicole Dozier*

Nicole Dozier  
Director  
Department of Planning & Community Development



785 Forest Parkway | Forest Park, GA 30297

[www.forestparkga.gov](http://www.forestparkga.gov) | [lturner@forestparkga.gov](mailto:lturner@forestparkga.gov)



Confidential: Please be advised that the information contained in this email message, including all attached documents or files, is privileged and confidential and is intended only for the use of the individual or individuals addressed. Any other use, dissemination, distribution or copying of this communication is strictly prohibited. If you are not the intended recipient, please delete this message and notify us of incorrect delivery by immediate reply.

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**From:** Rodney Givens <[rgivens@cerm.com](mailto:rgivens@cerm.com)>  
**Sent:** Monday, February 24, 2025 4:45 PM  
**To:** Latonya Turner <[lturner@forestparkga.gov](mailto:lturner@forestparkga.gov)>  
**Cc:** Nicole Dozier <[ndozier@forestparkga.gov](mailto:ndozier@forestparkga.gov)>  
**Subject:** RE: Urban Design Review Board Re-Appointment

**CAUTION:** This email originated from outside of the organization. Please use caution when interacting with this email.

Good afternoon Latonya,

Thanks for the email, and I would be happy to serve another three years on the Urban Design Review Board as Chairman. I don't anticipate any conflicts in our Board's meeting schedule and my full-time employment; however, if my availability changes, then I will let the City of Forest Park know as soon as possible.

Thank you!



**Rodney C. Givens, PE**

Vice President of Infrastructure

**Office** 678-999-0173 **Direct** 470-210-3663 **Cell** 678-637-7913

[cerm.com](http://cerm.com) | [rgivens@cerm.com](mailto:rgivens@cerm.com)

2800 Century Parkway, Ste. 750, Atlanta, GA 30345

[Transportation](#) | [Water](#) | [Energy](#) | [Facilities](#) | [Federal](#)

*Building Better Communities, Creating Opportunities, and Inspiring the Next Generation*

The information transmitted is confidential and intended solely for the individual or entity to which it is addressed. Any review, transmission, dissemination, or other use of or acting in reliance upon this information by persons or entities other than the intended recipient is strictly prohibited. Your assistance and goodwill are appreciated.

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**From:** Latonya Turner <[lturner@forestparkga.gov](mailto:lturner@forestparkga.gov)>  
**Sent:** Monday, February 24, 2025 1:20 PM  
**To:** Rodney Givens <[rgivens@cerm.com](mailto:rgivens@cerm.com)>



CITY OF  
**FORESTPARK**

**State of Georgia County of Clayton**

**OATH OF OFFICE FOR BOARD/COMMISSION/AUTHORITY APPOINTEES**

"I, **Ron Dodson**, do solemnly swear and affirm that I will support the Constitution of the United States and of the State of Georgia; that I will in all respects observe the provisions of the Charter and Ordinances of the City of Forest Park; that I will well and truly perform the duties as an **Urban Design Review** Board Member; that I am not the holder of any unaccounted for public money due this state or any political subdivision or authority thereof; that I am not the holder of any office of trust under the government of the United States, any other state, or any foreign state which by the laws of the State of Georgia I am prohibited from holding; that I am otherwise qualified to hold said office according to the Constitution and laws of Georgia; and that I will to the utmost of my skill and ability endeavor to promote the interest and property of said city, without fear, favor, or affection. So, help me, God."

So, help me, God, or so I affirm this \_\_\_\_ day of \_\_\_\_\_ 2025.

\_\_\_\_\_  
Yoni Cortez  
Urban Design Review Board

Sworn to and subscribed before me, the undersigned,

\_\_\_\_\_  
Angelyne Butler, Mayor

Attest:

\_\_\_\_\_  
City Clerk, City of Forest Park





February 21, 2025

**RE: Boards/Commissions Re-Appointment**

Dear Yoni Cortez,

I hope this message finds you well. As your current term on the Urban Design Review Board approaches its conclusion, we would like to express our gratitude for your valuable contributions during your time with the board. Your commitment, expertise, and dedication have been instrumental in advancing the work of the Board.

Given your outstanding performance and continued interest in the board's mission, we are reaching out to inquire about your interest in being re-appointed for another three (3) years. Your colleagues and the broader community have highly valued your insights and leadership, and we believe that your continued involvement would be a significant asset to the ongoing efforts of the Board.

If you are interested in being considered for re-appointment, please let us know as soon as possible. We will happily arrange a meeting if you have any questions or wish to discuss your potential re-appointment further.

We are grateful for your service and hope that you will consider continuing your work with the Board.

Thank you again for your dedication, and we look forward to hearing from you.

Sincerely,

*Nicole Dozier*

Nicole Dozier  
Director  
Department of Planning & Community Development



CITY OF  
**FORESTPARK**

## State of Georgia County of Clayton

### OATH OF OFFICE FOR BOARD/COMMISSION/AUTHORITY APPOINTEES

"I, Karyl Clayton, do solemnly swear and affirm that I will support the Constitution of the United States and of the State of Georgia; that I will in all respects observe the provisions of the Charter and Ordinances of the City of Forest Park; that I will well and truly perform the duties as an Urban Design Review Board Member; that I am not the holder of any unaccounted for public money due this state or any political subdivision or authority thereof; that I am not the holder of any office of trust under the government of the United States, any other state, or any foreign state which by the laws of the State of Georgia I am prohibited from holding; that I am otherwise qualified to hold said office according to the Constitution and laws of Georgia; and that I will to the utmost of my skill and ability endeavor to promote the interest and property of said city, without fear, favor, or affection. So, help me, God."

So, help me, God, or so I affirm this \_\_\_\_ day of \_\_\_\_\_ 2025.

\_\_\_\_\_  
Yoni Cortez  
Urban Design Review Board

Sworn to and subscribed before me, the undersigned,

\_\_\_\_\_  
Angelyne Butler, Mayor

Attest:

\_\_\_\_\_  
City Clerk, City of Forest Park



February 21, 2025

**RE: Boards/Commissions Re-Appointment**

Dear Yahya Hassan,

I hope this message finds you well. As your current term on the Urban Design Review Board approaches its conclusion, we would like to express our gratitude for your valuable contributions during your time with the board. Your commitment, expertise, and dedication have been instrumental in advancing the work of the Board.

Given your outstanding performance and continued interest in the board's mission, we are reaching out to inquire about your interest in being re-appointed for another three (3) years. Your colleagues and the broader community have highly valued your insights and leadership, and we believe that your continued involvement would be a significant asset to the ongoing efforts of the Board.

If you are interested in being considered for re-appointment, please let us know as soon as possible. We will happily arrange a meeting if you have any questions or wish to discuss your potential re-appointment further.

We are grateful for your service and hope that you will consider continuing your work with the Board.

Thank you again for your dedication, and we look forward to hearing from you.

Sincerely,

*Nicole Dozier*

Nicole Dozier  
Director  
Department of Planning & Community Development

**From:** [Yahya Hassan, AIA](#)  
**To:** [Latonya Turner](#)  
**Subject:** Re: Urban Design Review Board Reappointment  
**Date:** Friday, March 7, 2025 5:28:46 PM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)  
[image004.png](#)  
[image005.png](#)  
[image006.png](#)

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**CAUTION:** This email originated from outside of the organization. Please use caution when interacting with this email.

Greetings Ms Turner

I express my desire to serve on the Urban Design Review Board of Forest Park for another ter.

Yahya Hassan, AIA  
yHm Architecture  
404.450 5881

On Fri, Mar 7, 2025 at 2:25 PM Latonya Turner <[ltturner@forestparkga.gov](mailto:ltturner@forestparkga.gov)> wrote:

Good afternoon,

Please let me know as soon as possible if you wish to be re-appointed to the board. Your immediate attention to this matter is greatly appreciated, as it will be considered at the March 17th City Council meeting. Kindly inform me as soon as possible if you don't wish to remain on the board so we can arrange a replacement.

Let me know if you have any questions or need assistance.

**Latonya Turner, IAAP**

**Office Coordinator**



CITY OF  
**FORESTPARK**

## State of Georgia County of Clayton

### OATH OF OFFICE FOR BOARD/COMMISSION/AUTHORITY APPOINTEES

"I, Karyl Clayton, do solemnly swear and affirm that I will support the Constitution of the United States and of the State of Georgia; that I will in all respects observe the provisions of the Charter and Ordinances of the City of Forest Park; that I will well and truly perform the duties as an Urban Design Review Board Member; that I am not the holder of any unaccounted for public money due this state or any political subdivision or authority thereof; that I am not the holder of any office of trust under the government of the United States, any other state, or any foreign state which by the laws of the State of Georgia I am prohibited from holding; that I am otherwise qualified to hold said office according to the Constitution and laws of Georgia; and that I will to the utmost of my skill and ability endeavor to promote the interest and property of said city, without fear, favor, or affection. So, help me, God."

So, help me, God, or so I affirm this \_\_\_\_ day of \_\_\_\_\_ 2025.

\_\_\_\_\_  
Yoni Cortez  
Urban Design Review Board

Sworn to and subscribed before me, the undersigned,

\_\_\_\_\_  
Angelyne Butler, Mayor

Attest:

\_\_\_\_\_  
City Clerk, City of Forest Park



February 21, 2025

**RE: Boards/Commissions Re-Appointment**

Dear Karyl Clayton,

I hope this message finds you well. As your current term on the Urban Design Review Board approaches its conclusion, we would like to express our gratitude for your valuable contributions during your time with the board. Your commitment, expertise, and dedication have been instrumental in advancing the work of the Board.

Given your outstanding performance and continued interest in the board's mission, we are reaching out to inquire about your interest in being re-appointed for another three (3) years. Your colleagues and the broader community have highly valued your insights and leadership, and we believe that your continued involvement would be a significant asset to the ongoing efforts of the Board.

If you are interested in being considered for re-appointment, please let us know as soon as possible. We will happily arrange a meeting if you have any questions or wish to discuss your potential re-appointment further.

We are grateful for your service and hope that you will consider continuing your work with the Board.

Thank you again for your dedication, and we look forward to hearing from you.

Sincerely,

*Nicole Dozier*

Nicole Dozier  
Director  
Department of Planning & Community Development

**From:** [KARYL CLAYTON](#)  
**To:** [Latonya Turner](#)  
**Cc:** [Nicole Dozier](#)  
**Subject:** Re: Urban Design Review Board Re-Appointment  
**Date:** Monday, February 24, 2025 1:27:16 PM  
**Attachments:** [image003.png](#)  
[image004.png](#)  
[image001.png](#)  
[image002.png](#)  
[image005.png](#)  
[image006.png](#)

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**CAUTION:** This email originated from outside of the organization. Please use caution when interacting with this email.

Yes, I would like to continue.

Respectfully,  
Karyl Clayton

On Monday, February 24, 2025 at 01:23:14 PM EST, Latonya Turner <lturner@forestparkga.gov> wrote:

Dear Ms. Clayton,

I hope this message finds you well. As your current term on the Urban Design Review Board approaches its conclusion, we would like to express our gratitude for your valuable contributions during your time with the board. Your commitment, expertise, and dedication have been instrumental in advancing the work of the Board.

Given your outstanding performance and continued interest in the board's mission, we are reaching out to inquire about your interest in being re-appointed for another three (3) years. Your colleagues and the broader community have highly valued your insights and leadership, and we believe that your continued involvement would be a significant asset to the ongoing efforts of the Board.

If you are interested in being considered for re-appointment, please let us know by responding to this email as soon as possible. We will happily arrange a meeting if you have any questions or wish to discuss your potential re-appointment further.

We are grateful for your service and hope that you will consider continuing your work with the Board.





CITY OF  
**FORESTPARK**

## State of Georgia County of Clayton

### OATH OF OFFICE FOR BOARD/COMMISSION/AUTHORITY APPOINTEES

"I, **Rodney Givens**, do solemnly swear and affirm that I will support the Constitution of the United States and of the State of Georgia; that I will in all respects observe the provisions of the Charter and Ordinances of the City of Forest Park; that I will well and truly perform the duties as an **Urban Design Review** Board Member; that I am not the holder of any unaccounted for public money due this state or any political subdivision or authority thereof; that I am not the holder of any office of trust under the government of the United States, any other state, or any foreign state which by the laws of the State of Georgia I am prohibited from holding; that I am otherwise qualified to hold said office according to the Constitution and laws of Georgia; and that I will to the utmost of my skill and ability endeavor to promote the interest and property of said city, without fear, favor, or affection. So, help me, God."

So, help me, God, or so I affirm this \_\_\_\_ day of \_\_\_\_\_ 2025.

\_\_\_\_\_  
Yoni Cortez  
Urban Design Review Board

Sworn to and subscribed before me, the undersigned,

\_\_\_\_\_  
Angelyne Butler, Mayor

Attest:

\_\_\_\_\_  
City Clerk, City of Forest Park



February 21, 2025

**RE: Boards/Commissions Re-Appointment**

Dear Ron Dodson,

I hope this message finds you well. As your current term on the Urban Design Review Board approaches its conclusion, we would like to express our gratitude for your valuable contributions during your time with the board. Your commitment, expertise, and dedication have been instrumental in advancing the work of the Board.

Given your outstanding performance and continued interest in the board's mission, we are reaching out to inquire about your interest in being re-appointed for another three (3) years. Your colleagues and the broader community have highly valued your insights and leadership, and we believe that your continued involvement would be a significant asset to the ongoing efforts of the Board.

If you are interested in being considered for re-appointment, please let us know as soon as possible. We will happily arrange a meeting if you have any questions or wish to discuss your potential re-appointment further.

We are grateful for your service and hope that you will consider continuing your work with the Board.

Thank you again for your dedication, and we look forward to hearing from you.

Sincerely,

*Nicole Dozier*

Nicole Dozier  
Director  
Department of Planning & Community Development

**From:** [Ron Dodson](#)  
**To:** [Latonya Turner](#)  
**Subject:** Re: Urban Design Review Board Re-Appointment  
**Date:** Monday, February 24, 2025 4:36:41 PM

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**CAUTION:** This email originated from outside of the organization. Please use caution when interacting with this email.

Laytonya and Forest Park Leadership;

I have enjoyed serving on the Urban Design Board and will continue if the City would consider me to remain on the board. I feel that I do have some insight that is helpful.

Sincerely,

Ron Dodson

Sent from my iPad

On Feb 24, 2025, at 1:21 PM, Latonya Turner <lturner@forestparkga.gov> wrote:

Dear Mr. Dodson,

I hope this message finds you well. As your current term on the Urban Design Review Board approaches its conclusion, we would like to express our gratitude for your valuable contributions during your time with the board. Your commitment, expertise, and dedication have been instrumental in advancing the work of the Board.

Given your outstanding performance and continued interest in the board's mission, we are reaching out to inquire about your interest in being re-appointed for another three (3) years. Your colleagues and the broader community have highly valued your insights and leadership, and we believe that your continued involvement would be a significant asset to the ongoing efforts of the Board.

If you are interested in being considered for re-appointment, please let us know by responding to this email as soon as possible. We will happily arrange a meeting if you have any questions or wish to discuss your potential re-appointment further.

We are grateful for your service and hope that you will consider continuing your work with the Board.

<image001.png>

**File Attachments for Item:**

**9. Council Approval to approve a Clayton County Pocket/Skate Park on 851 Alpine Way and authorize city funding for the continuation of sidewalk improvements from the daycare center on the corner of Jonesboro Road and Alpine Way to the park property-** Planning and Community Development Department



CITY OF  
**FOREST PARK**

# City Council Agenda Item

**Subject:** Council discussion to approve Clayton County pocket/skate park on 851 Alpine Way and authorize city funding for the continuation of sidewalk improvements from the daycare center on the corner of Jonesboro Road and Alpine Way to the park property.

**Submitted By:** SaVaughn Irons-Kumassah, Principal Planner, Planning

**Date Submitted:** March 10, 2025

**Work Session Date:** March 17, 2025

**Council Meeting Date:** March 17, 2025

## Background/History:

The City of Forest Park's Planning & Community Development Department, along with the Public Works Department, recently held a predevelopment meeting with representatives from Clayton County to review the specifications and scope of the proposed pocket park/skate park project. Clayton County plans to develop a pocket/skate park at 851 Alpine Way, which will feature an open multipurpose area, restroom and maintenance facilities, a gathering and picnic pavilion, a tot lot (small playground), parking lot, a 10-inch-wide pedestrian trail, a fenced-in skate park, and a parking pad designed for two community mobile medical units.

The mobile medical units aim to provide essential healthcare services in underserved areas where access to healthcare is limited. These units will offer a range of services, including preventative and primary care, specialized care, health education, and cost-effective health solutions. Their presence will enhance healthcare availability, especially in regions with limited infrastructure, ensuring critical medical services are more accessible to those in need.

As part of the project, City staff have requested that Clayton County install sidewalks along the park's frontage to enhance accessibility and connectivity. Additionally, staff are seeking authorization from the Mayor and Council to allocate City funding for infrastructure improvements, including extending existing sidewalks from the daycare center at the corner of Jonesboro Road and Alpine Way to the park property.

Should the Mayor and Council approve the request for the pocket/skate park and funding for sidewalk improvements, Clayton County will proceed with the park development, while City staff will begin installing sidewalks to improve accessibility. This will help promote active transportation, ensure safe pathways, and contribute to the overall quality of life for residents. By providing convenient and accessible routes, the City encourages healthier lifestyles, fosters community engagement, and ensures that all residents, regardless of mobility, can fully enjoy the park and its benefits.

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**Cost:** \$60,000.00

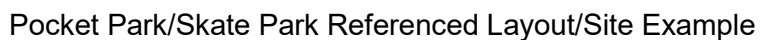
**Budgeted for:** \_\_\_\_\_ **Yes** ☒ **No**

**Financial Impact:**

TBD: Capital Improvement Project.

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**Action Requested from Council:** To approve Clayton County pocket/skate park on 851 Alpine Way and authorize city funding for the continuation of sidewalk improvements.







Example: Mobile Medical Unit

**File Attachments for Item:**

**10. Council Approval on a Partnership with Georgia Haitian American Chamber of Commerce and The Consul General of Haiti in Atlanta – Recreation and Leisure Services Department**

CITY OF  
**FORESTPARK**

## City Council Agenda Item

**Subject:** Partnership with Georgia Haitian American Chamber of Commerce and The Consul General of Haiti in Atlanta – Recreation and Leisure Services Department

**Submitted By:** Tarik Maxwell

**Date Submitted:** March 10, 2025

**Work Session Date:** March 17, 2025

**Council Meeting Date:** March 17, 2025

### Background/History:

Haitian Flag Day, celebrated annually, around the world on May 18th, is a momentous occasion that honors Haiti's history, culture, and contributions to the world. Haiti, in 1804, became the first republic in the world where all its citizens and residents enjoyed true freedom, regardless of their ethnicity. The Georgia Haitian American Chamber of Commerce, Inc. (GAHCCI) and the Consul General of Haiti in Atlanta are organizing the 2025 Haitian Flag Day Celebration to bring together the Haitian American community, residents, businesses, and civic leaders for a day of cultural pride, networking, and community engagement.

We propose to partner with the City of Forest Park, GA, to host this event at the Forest Park Amphitheater, creating a welcoming space where attendees can celebrate Haitian heritage while also promoting economic and community development.

**Cost: \$** **Budgeted for:** \_\_\_\_\_ **Yes** \_\_\_\_\_ **No**

### **Financial Impact:**

EnterTextHere

### **Action Requested from Council:**

We are asking approval to enter into an MOU agreement with the Georgia Haitian American Chamber of Commerce Inc. and The Consul General of Haiti in Atlanta