

Electronic Records Management System Proposal
RFP-24-24596

Presented By



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TABLE OF CONTENTS

INTRODUCTION.....	4
EXECUTIVE SUMMARY.....	6
FIRM PRINCIPALS.....	6
PRIMARY CONTACTS.....	7
INTRODUCTION.....	8
EPR Fireworks.....	9
SYSTEM CAPABILITIES.....	Error! Bookmark not defined.
NFIRS-Compliant Incident Reporting.....	9
Preplan Module.....	9
Inspection Module.....	12
Comprehensive Community Risk Assessment Module.....	15
Hydrants Maintenance and Testing.....	16
EPR MedicWorks.....	18
Personnel/Daily Roster/Daily Activity.....	20
Legacy Data.....	20
Activities Tracking Daily Log.....	21
Dashboards.....	21
Scheduling/Personnel.....	21
Analytics and Reporting.....	22
Fire Department Public Data Portal/Information Sharing.....	24
Computer Aided Dispatch (CAD).....	25
TECHNICAL CAPABILITIES.....	27
Product Development Roadmap.....	27
Hardware.....	28
Third Party Integrations.....	28
Infrastructure and Hosting Security.....	28
Network Security.....	29
Recommended modules.....	29
Software licensing model.....	29
System configuration.....	29
Data security practices.....	29
Risk Mitigation and System Security Practices.....	30
SERVICE LEVEL COMMITMENTS.....	Error! Bookmark not defined.
Customer support model.....	32

32	Post implementation support model
32	System warranties.....
33	Ongoing maintenance and updates
33	Support staff maintaining the system
33	System's high performance and availability profile
34	METHODOLOGY
34	Implementation Requirements
34	Training
34	Timeline.....
35	Milestones.....
35	Training Requirements
36	COST ESTIMATE AND BREAKDOWN.....
38	REFERENCES.....
39	CONCLUSION



OUR
SERVICE

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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.

Gilad Peger, 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.

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.

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++.

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.

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.

PRIMARY CONTACTS

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Jeff Jacobson, Director of Business Development: jeff@eprsys.com 704-746-6396



OUR
SOLUTION

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EPR Fireworks

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.

SYSTEM CAPABILITIES

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,

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.

The screenshot displays a software interface for incident reporting. On the right side, there is a 'LOCATION DETAILS' section with the following fields:

- Incident Date: 08/26/2021
- Incident Type: 111 Building fire
- Station: Station 1
- Incident Action: Action
- Original CAD Address: 304 75TH STREET CT NEW BRIDGEMAN
- Non-Emergency:

 Below this, there are dropdown menus for 'State' and 'Zip Code'. On the left side, there is a 'PREFERRED PROPERTY' section with a dropdown menu showing '111'. Other fields include 'Pipe-One Code', 'State', 'City', 'Box', and 'City'. At the bottom, there is a navigation bar with icons for 'Home', 'Incident', 'Station', 'CAD', and 'Reports'.

The screenshot displays a software interface showing a list of incidents. The table has the following columns:

- Address (Go to Map)
- Type
- Station-Name
- Date
- Time
- Status

 The table contains several rows of incident data. At the top, there is a search bar and a 'Go to' button. On the right side, there are icons for 'Print', 'Export', and 'Refresh'. At the bottom, there is a navigation bar with icons for 'Home', 'Incident', 'Station', 'CAD', and 'Reports'.

Response Mode: Puts powerful response information at your fingertips.



Preplan Module

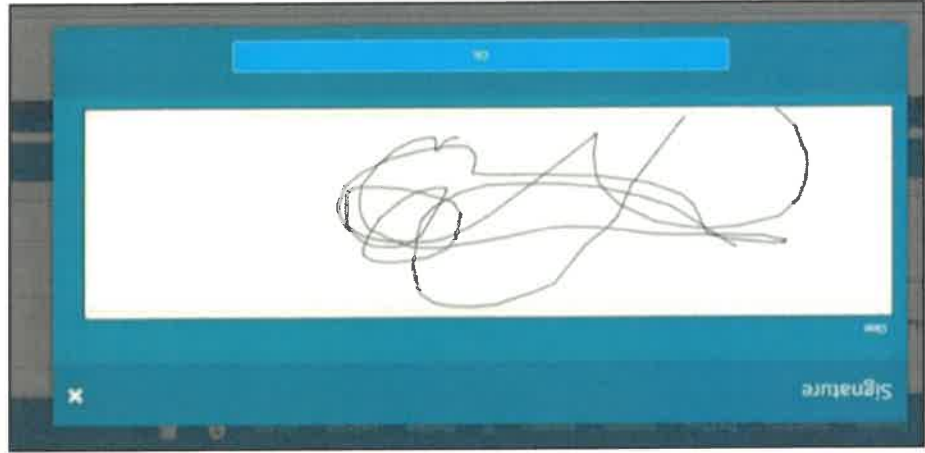
Access to preplan from the map view or through Response Mode will allow this vital information to be shared with the Counties Mutual Aid partners like Pasco, Polk, Plant City & Temple Terrace.

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.

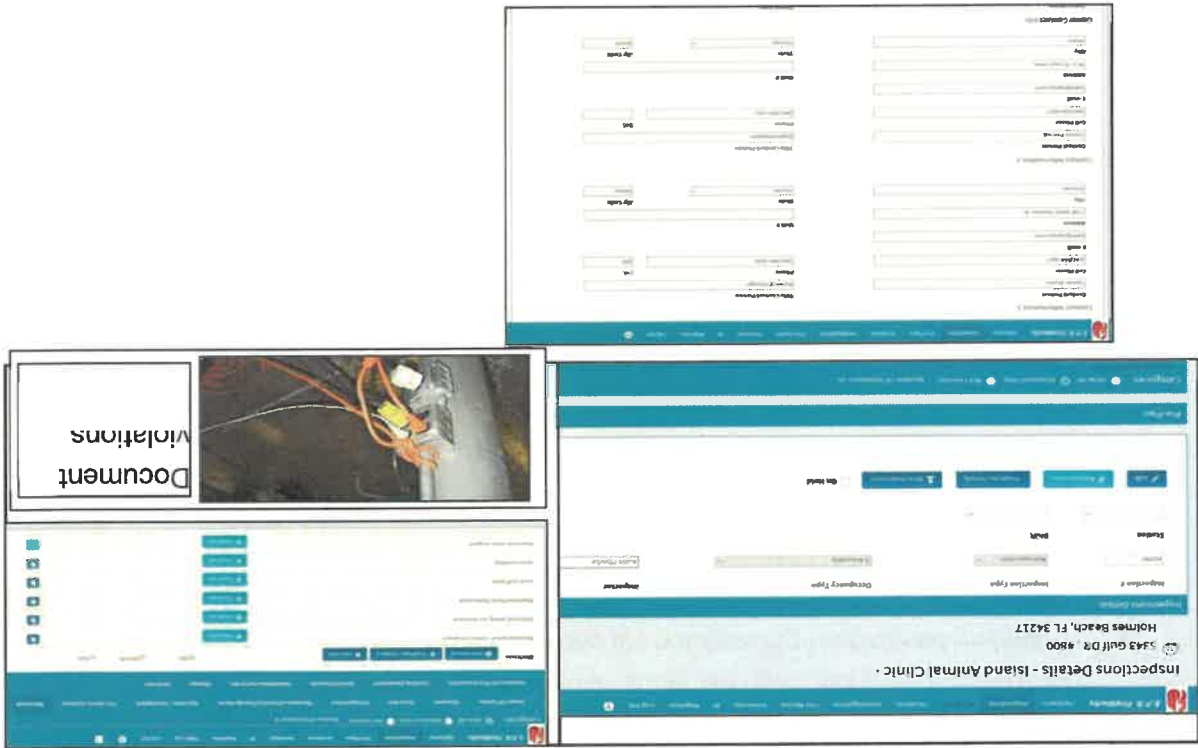
FireWorks has a robust fire inspection module that enables the prevention team to perform inspections in the field and electronically send the report to the property owner while in the field. The inspection system manages the dates for annual/periodic inspections as well as re-inspections. Visual data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

Inspection #	Inspection Type	Date	Inspector	Description
23472	Subinspection	01/24/24	Fire Dept. Access / Inspectors	Inspection, verify and maintain fire department access to fire prevention equipment in building. Verify fire department access to fire prevention equipment in building. Verify fire department access to fire prevention equipment in building.
23472	Subinspection	01/24/24	Fire Dept. Access / Inspectors	Inspection, verify and maintain fire department access to fire prevention equipment in building. Verify fire department access to fire prevention equipment in building.
23472	Subinspection	01/24/24	Exit Routes / Inspectors	Inspection, verify and maintain fire department access to fire prevention equipment in building. Verify fire department access to fire prevention equipment in building.

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, it shows the 'Risk Rating' as 'Moderate' and the 'Heron Score' as '0 00'. Below this, a summary of risk factors is presented: 8 (BF), 10 (LF), 3.11 (RF), 2 (WCF), 1.1 (VF), and 25 (OSAP). The main section is titled 'Building Factor (BF) = 8' and includes several filterable categories: Exposure Separation (101+, 61-100, 31-60, 11-30, 0-10), Type Of Construction (Type I: Fire-Resistive, Type II: Noncombustible, Type III: Ordinary, Type IV: Heavy Timber, Type V: Wood Frame), Height (1-2 Stories, 3-4 Stories, 5-6 Stories, 7-9 Stories, 10+ Stories), Access (All Sides, Any 3 Sides, Any 2 Sides, 1 Side Only, Extra Ordinary Effort), and Building Size (0-7,500, 7,501-15,000, 15,001-25,000, 25,001-40,000, > 40,001). A navigation bar at the bottom includes tabs for Property Details, Contact Info, Risk Assessment (selected), Hazard, Permits, Value, Summary, and Threat.

Using the risk assessment (OAVP) 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

The screenshot shows the Comprehensive Community Risk Assessment Module interface. It features a 'Document Library' at the top with buttons for 'New', 'Refresh', and 'Print And Download'. Below this is a table of properties with the following columns: Date, Risk, and Property. The data rows are as follows:

Date	Risk	Property
11/03/2023	Other	Other
06/26/2022	RS Form	RS Form
10/27/2021	Other	Other
02/21/2020	SOCL	SOCL
10/06/2020	SOCL	SOCL

General maintenance of hydrants

The screenshot displays a software interface for hydrant maintenance. At the top, there is a 'Maintenance' section with a 'View History' button and a 'CHECK ALL' button. Below this is a 'Hydrant Details' section with a 'Hydrant Test Log' button. The main area contains a table with columns for 'Assigned To', 'Test Date', 'Test Description', and 'Test Type'. The table shows a single entry for 'Station 14' with a test date of '09/30/20'. The interface also includes a sidebar with 'Hydrant Test Details' and a bottom navigation bar with various icons and a 'View Details' button.

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

Hydrants Maintenance and Testing

The screenshot shows a map interface with a satellite view of a city area. Numerous hydrant locations are marked with colored dots (blue, orange, green). A pop-up window displays test data for a specific hydrant, including 'Project # 957', 'Address - 1400 Murray Trail Dr, Cary NC 27513', 'Surveys - 1', 'Surveys - 1', 'Inspection Due Date - 09/31/2023', and 'Inspection Due Date - 09/31/2023'. The interface includes a 'Map Options' sidebar with various layers and a 'Search Address' field.

Hydrant map view



Flow testing and reporting





EPR MedicWorks

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.

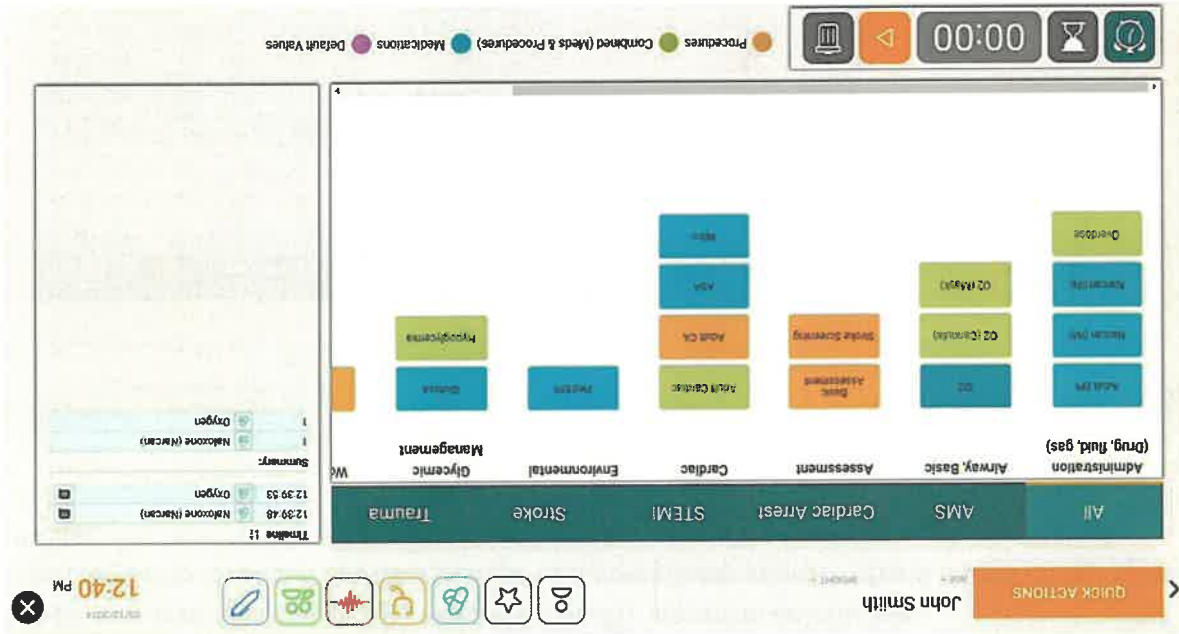
Features include:

- 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

Scenarios selection screen



Quick Options Selections



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

Incident Date	Dispatch Time	Status	Complete Date	Review By	Review Date	Review Status	Validation Summary	Warnings	Errors	Acknowledgments
08/01/25 - 23:25	E110	Draft	02/02	Will M.	09/01	Yes		0	5	11
08/01/25 - 23:25	E110	Draft		epf ad.	09/13	Yes		0	2	9
08/01/25 - 23:25	E110	Draft				No		0	4	6
08/01/25 - 23:25	E110	Draft				No		0	3	20
08/01/25 - 23:25	E110	Draft		Jeff J.	01/23	Yes		0	4	10
08/01/25 - 23:25	E110	Draft				No		0	5	16
08/01/25 - 23:25	E110	Draft				No		0	3	3
08/01/25 - 23:25	E110	Draft				No		0	4	5
08/01/25 - 23:25	E110	Draft				No		0	3	3

Personnel/Daily Roster/Daily Activity

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

Legacy Data

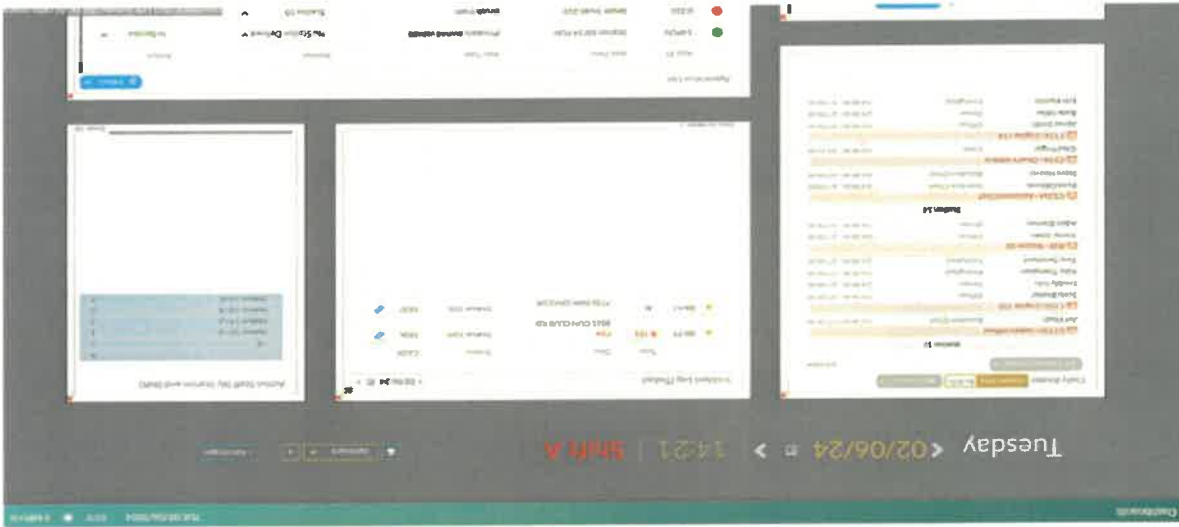
We possess extensive experience in data migration, ensuring smooth transitions from legacy systems to new platforms. EPR Systems manages all aspects of legacy data integration and platform transitions, simplifying the process for our customers. Additionally, we welcome all third-party data sources to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

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.

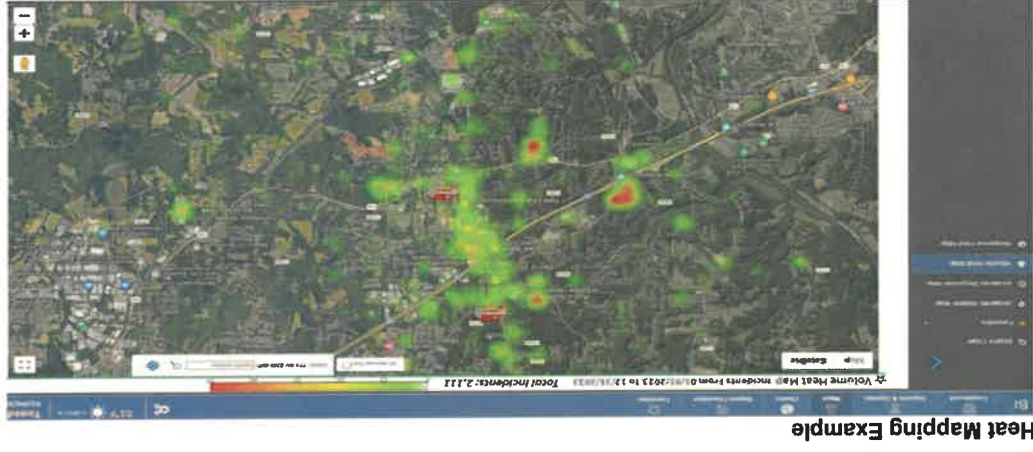


Scheduling/Personnel

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.

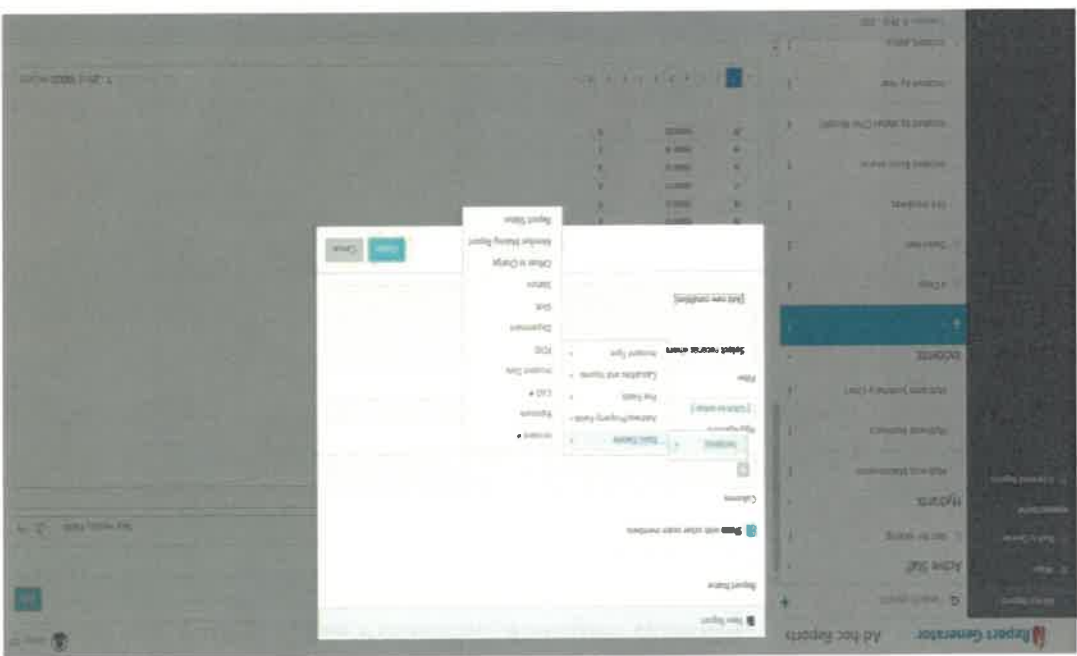
Analytics and Reporting

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.

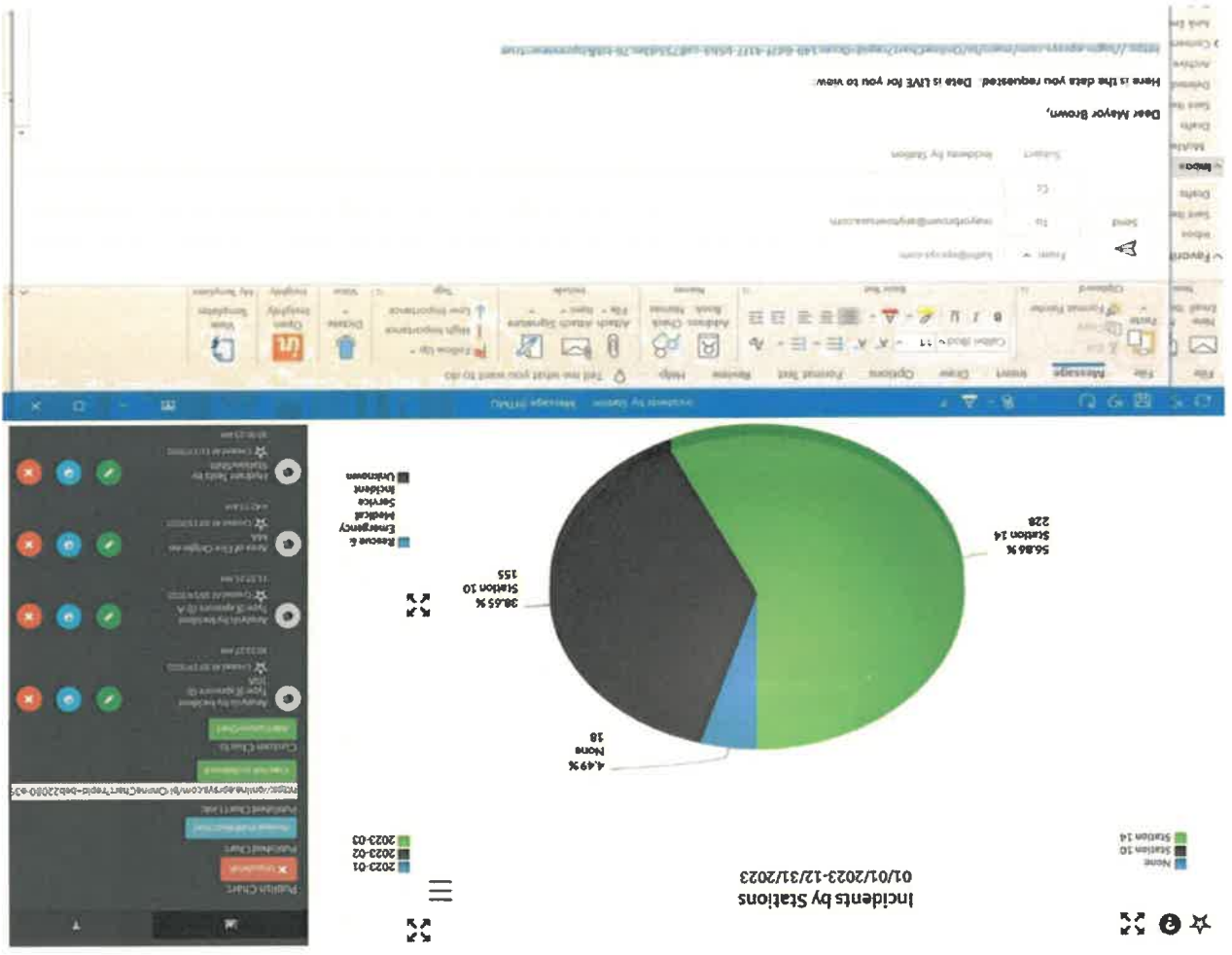


Heat mapping example

Ad-hoc reporting example



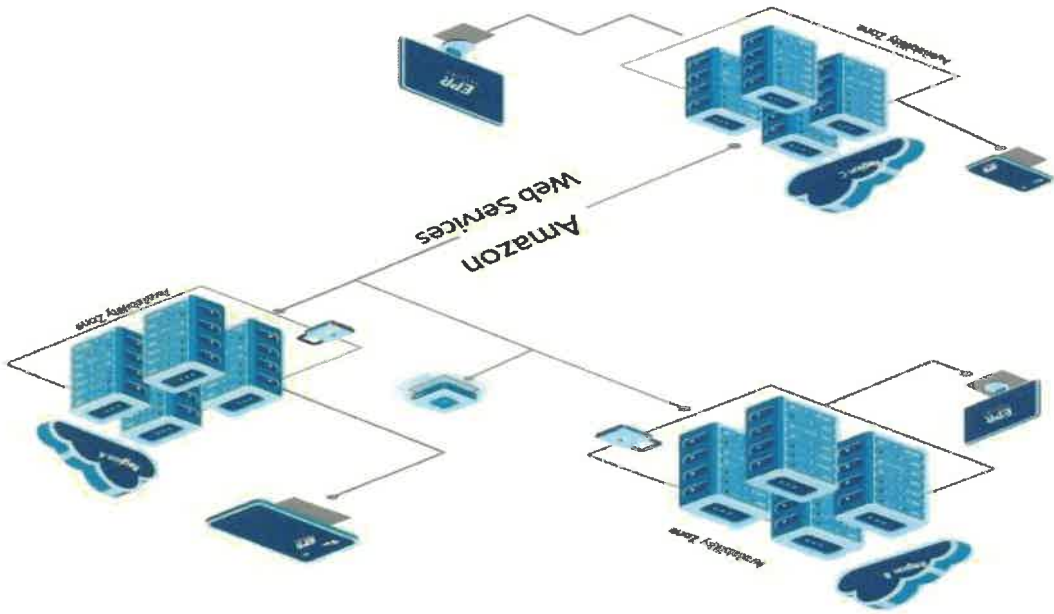
Fire Department Public Data Portal/Information Sharing



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.

Incident #	Address	Type	Station/Shift	Date	Time	Go To	Stations
240002722	3620 Cherrons Rd Cherrons	Station 1-VA	02/06/24	14:11:54			
240002721	6061 Gun Club Rd Winston-Salem	Station 30-A	02/06/24	08:29:20			
240002370	7735 FAIR OAKS CV Cherrons	Station 10-A	02/06/24	06:27:04			
240002699	6024 Springdale Farm Rd Clemmons	Station 30-C	02/05/24	19:02:44			
240002648	7900 DALL RD Clemmons	C	02/05/24	17:16:39			
24000267	6715 HILLYARD CT Clemmons	Station 1-C	02/05/24	19:54:05			
240002666	1165 S Peace Haven Rd Clemmons	Station 10-C	02/05/24	13:26:35			
240002695	2953 Carter Ln Winston-Salem	Station 1-4C	02/05/24	12:00:25			

TECHNICAL CAPABILITIES



EPR is an ESRI Silver Partner.

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 5mms, 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.

Product Development Roadmap

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.

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 3rd party integrations including:

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

Infrastructure and Hosting Security

EPR infrastructure and servers managed by Amazon secure data centers (AWS). There is no 3rd-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 -

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

Risk Mitigation and System Security Practices

For the implementation of secure Identity and Access Management:

- 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



OUR
PROMISE

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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 Phillips, 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

availability. Our goal is to work side-by-side to make the implementation process as seamless as possible for everyone.

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.

Milestones

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

Training Requirements

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.

COST ESTIMATE AND BREAKDOWN



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

#	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) NEMIS 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

(continued on next page)
 (continued)

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

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

Pasco County
Josh Taylor | Division Chief-Technical Services
O.(813)929-2750 x 2657
taylor@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

EPR Systems USA Inc.
We do IT all

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

May 16, 2024
 Jenni Rasberry

April 16, 2024



Comments or special instructions:

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

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	\$ -	\$ -
Annual Cost	\$ 6,000	\$ -	\$ -

Total Annual Cost	\$158,500.00	\$157,075.00	\$161,787.25
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Accepted by:
 Hillsborough County Rescue

Name _____

Question Set 1 : Proposer Requirements/Acknowledgements

#	Question	Response	Comment	Status
Affirmations				
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
The above-stated Proposer affirms and declares:				
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	<p>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, surely 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.</p>	<p>Yes</p> <p>Complete</p>
1.2.5	<p>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.</p>	<p>Yes</p> <p>Complete</p>
1.2.6	<p>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.</p>	<p>Yes</p> <p>Complete</p>
1.2.7	<p>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.</p>	<p>Yes</p> <p>Complete</p>
1.2.8	<p>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.</p>	<p>Yes</p> <p>Complete</p>
<p>General Requirements</p>		
1.3.1	<p>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.</p>	<p>Email</p> <p>Complete</p>

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.

Yes

Complete

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.

1.3.3

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?

Yes

Complete

The Proposer's choice to make the contract available (or not) will NOT be considered in the award of the Proposal.

20 Questions

100.00% Complete

Responses

Success: All data is valid!

Status	#	Item	Unit of Measure	Estimated Quantities	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 (HCPA) 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.

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 Naonal 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 inspectors to inspectors by ZIP code while in the field.

EPR has several ways of assigning inspections to inspectors including zip codes.

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 me 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: Produccon 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;

workaround is available.

Level 4: System is up and all major funcons 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

Problem Severity

Level Description

<p>Severity Level 1</p>	<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 2</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 3</p>	<p>Not able to accomplish all functions - Minor function(s) not working causing non-critical work to back up.</p>
<p>Severity Level 4</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>

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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	Severity Level 2 Problem Resolved	100% resolved within 2 business days	
Severity Level 3 Problem Resolved	Severity Level 3 Problem Resolved	80% resolved within 5 business days. 100% resolved within 15 business days.	
Severity Level 4 Problem Resolved	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		



October 31, 2023

To Whom It May Concern,

EPR Systems USA provides unique cloud-based NEMESIS and NFIRS compliant records management software solutions for Fire and EMS Agencies. All under a single database.

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 mobile solution works on any smart phone, tablet, or iPad (iOS or Android).

Proprietary to EPR is our direct Fire Marshall and EMS billing feature that brings data into Billing Solutions with no required effort from the customer. fully customizable Learning Management System that has built in educational content from Jones & Bartlett Learning as well as Dual Factor Authentication and SSO through Microsoft Azure.

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

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 sharing capabilities.

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.

EPR is proud Silver Partner with ESRI/ArcGIS allowing integration from agencies ArcGIS account as well as rest services.

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.

Company Qualifications and Reputation:

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.

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)
- NEMESIS 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 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
- Complete hydrant testing module, including flow-tests, calculations, interactive map view, 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/NEMESIS 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.

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.

Very truly yours,



Jeff Jacobson

Director of Business Development



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

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

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

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	Included	FOB - Best Way	

Start Date	End Date	Confirm To
17-JUN-2024	15-AUG-2024	Segarra Jr, Israel Lorenzophone 1-813-272-5636

Line	Item	UOM	Price	Expiration Date
1	Data Conversion, Cloud System Configuration, and Onsite Training - One time implementation cost		6,000.00	

This line item is issued based upon a dollar amount and any work or deliverables must not exceed that amount. Invoices must be submitted only for actual work

Payments in accordance with Contract Terms and Conditions, Section 1.2.1. Implementation Schedule

Blanet Purchase Agreement
 Information only - Do not ship.

Blanket Agreement for information only. Do not ship.

Line	Item	UOM	Price	Expiration Date
	performed and orders delivered and must be consistent with agreed upon prices, terms, and specifications.			

HILLSBOROUGH COUNTY BOARD OF COUNTY COMMISSIONERS

Standard Purchase Order Terms and Conditions

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

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.

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:

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

3. All original invoices for goods and services must be emailed to 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.

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:

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

(Direct Deposit):		Paper	None	Stub (Invoice # & Amount)
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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://hcti.gov.net/en/businesses/doing-business-with-hillsborough/vendors/vendor-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 documentation 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 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 1110, 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 considered 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@HCF LGov.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.

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 be the final authority as to the availability of funds and how reduced 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.

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 filling, 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-confirming 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@HCF LGov.net, or (813) 272-5790. Please visit <http://HCF LGov.net/vendors> to view or download the County's Procurement Policy and Procedures Manual.

If under this purchase order/contract, the vendor is providing services and acting on behalf of the County as provided under Section 19.011(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 19, 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 19, 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 Workers:

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 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 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 payments received from the County and to list any payments made by the vendor to DM/DWBE subcontractors, whether 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 MWSBFE@HCF.L.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:

Tom Fesler	5/24/2024
Assistant County Administrator	Date

Kevin Brickley	5/23/2024
Management and Budget -	Date

N/A	N/A
Approved as to Financial Impact Accuracy	Date

N/A	N/A
Deputy or Chief County Administrator	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:
 Unilateral Change Orders up to \$25,000 for additions within the scope of the contract
 Unilateral Extensions
 Unilateral Renewals
 Additional Purchase Option(s)

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 Order No. 4.

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

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

DATE: May 8, 2024

TO: Israel Segarra, Procurement Services
Xiara Xirraatani

FROM: Gwen Sevaetasi, Minority & Small Business
Special Projects Coordinator

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

ASSISTANT COUNTY ADMINISTRATOR
Ron Barton

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

COUNTY ADMINISTRATOR
Pat Kemp

COUNTY ADMINISTRATOR
Ken Hagan

COUNTY ADMINISTRATOR
Harry Cohen

COUNTY ADMINISTRATOR
Donna Cameron Cepeda

COUNTY ADMINISTRATOR
COMMISSIONERS

COUNTY ADMINISTRATOR
BOARD OF COUNTY

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

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

As discussed, please see the additional information requested:

ESO

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

One Step Systems

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

Hope this helps.

Matt

Matthew Shradet
Manager, Support Services
Hillsborough County Fire Rescue
E: Shradetm@HCFL.gov
P: (813) 272-6600 | D: (813) 307-4473
601 E. Kennedy Blvd., Tampa, FL 33602
HCFL.gov
[Facebook](#) | [X](#) | [YouTube](#) | [LinkedIn](#) | [Instagram](#) | [HCFL Stay Safe](#)
Hillsborough County Florida

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

EPR Systems USA

Strengths:


- 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 NEMSIS 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.

Weaknesses:

- None

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.


Jason L. Dougherty
Fire Chief

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

received. The evaluation committee was comprised of three (3) voting members. The members were:

The RFP was advertised on February 22, 2024, and closed March 22, 2024, with four (4) responses

provide an Electronic Records Management System for Hillsborough County Fire Rescue.

The purpose of Request for Proposals RFP-24-24596 was to solicit proposals from qualified firms to

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

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

FIRE RESCUE



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 Code 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_37nodeId=HICOCOCORLA_CH2AD_ARTV/PR_DIV3HICOPRRPPOR

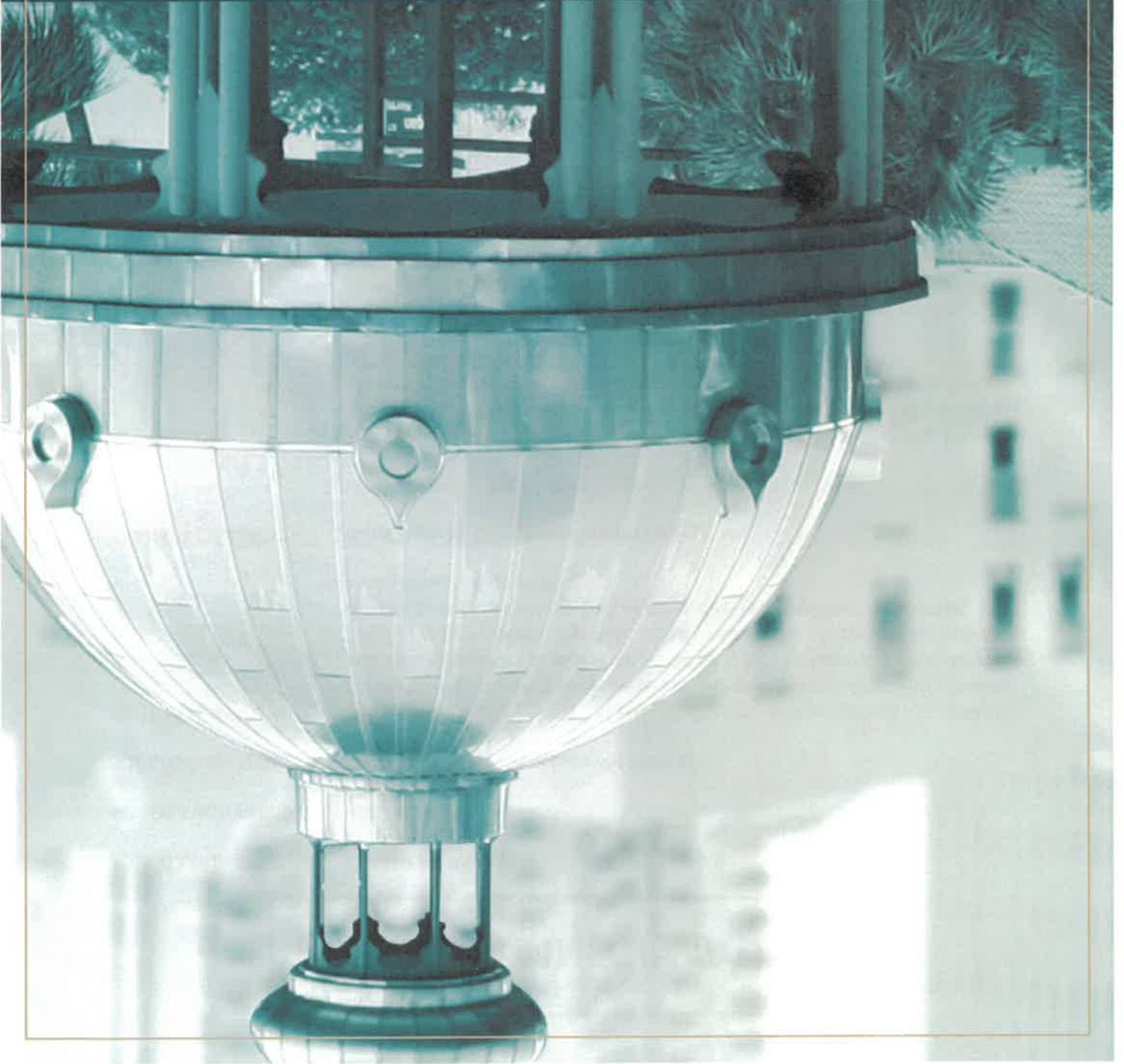
EVALUATION CRITERIA	MAXIMUM POINTS	TOTAL			
		EPR Systems USA Inc.	ESO	Locality Media Inc (First Due)	One Step Systems
QUOTE/COST TOTAL	20	\$477,362.25	\$749,742.00	\$881,369.00	\$226,220.00
APPROACH	35	9	6	5	20
IMPLEMENTATION SCHEDULE	20	28	20	24	15
PRIOR EXPERIENCE & PAST PERFORMANCE	25	17	16	15	7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



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

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. SPECIFICATIONS

1.1. Background/purpose

1.1.1 The purpose of this Request for Proposal (RFP) is to obtain 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 for Hillsborough County Fire Rescue (HCFR). A qualified Contractor shall provide a leading edge, robust, easy-to-use RMS 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.

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.

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.

1.2. Applicable Terminology/Definitions

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.

- 1.4.3.1. 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. Comprehensive Fire Inspection Database Module (NFPA & National Fire Incident Reporting System NFIRS 5.0 Compatible), System General Requirements:

- 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.
- 1.4.2. Comprehensive Community Risk Assessment Module
- 1.4.1.1. Integrated with Fire Inspection, Hydrant, & Response modules.
- 1.4.1. Comprehensive Pre-Incident Planning Module

1.4. Software System Minimum Requirements

- 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 (NEMESIS 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.

1.3. Minimum Requirements

- 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.



- 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

1.5.1.1. 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.

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

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

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

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.

1.5.2.4. Estimate of how many hours it takes to train a typical user by job function.

County employees.

1.5.2.3. Describe the support model for how you would handle ongoing training for

1.5.2.2. Describe the approach to system administrator training.

and County) to successfully train personnel for the implementation.

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

1.5.2. General Training

1.5.1.11. If there is an existing ecosystem of 3rd party integrations, please provide a list of all 3rd party integrations and the list of ecosystem partners.

place.

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

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.

1.5.1.8. Please provide an example Service Level Agreement (SLA) in the submission.

1.5.1.7. Describe the cloud-based solution.

based on a public safety agency of comparable size.

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)

the best interests of the County.

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

recommended workstation hardware/software requirements.

1.5.1.4. For workstation specific components, please provide the minimum and

1.5.1.3. Provide information on the API architecture, type, and methods to leverage it.



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., FAQs, manuals, white papers and the capability for real-time interactive support.

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

1.5.4.11. Describe the capabilities of the County's system administrator with the system. segregated by user/role.

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 solution.

1.5.4.9. Describe the length of time historical information is retained in the proposed solution.

1.5.4.8. Describe document scanning and attachment capability, including OCR, redaction, etc.

1.5.4.7. Describe forms printing capabilities within the proposed solution.

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.

1.5.4.5. Attach a list of standard reports available from the proposed solution. Provide a few examples of available sample reports.

1.5.4.4. The system shall download information from the proposed solution to common PC-based packages such as Microsoft Office suite.

1.5.4.3. The system shall be internet/intranet ready with web browser access.

1.5.4.2. Describe the full conversion of data from the existing RMS 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.

1.5.4.1. Describe the system's capability for importing and exporting data.

1.5.4. Operational Issues

1.5.3.11. User's group made of the clients to share information must be available.

1.5.3.10. County ability to have password reset capability must be available.

1.5.3.9. Procedure for tracking of incidents and their resolutions.

1.5.3.8. Describe the regular follow up procedures for problem resolution.

1.5.3.7. Describe the escalation procedure for resolution of problems.

1.5.3.6. Description and cost of on-site support.



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

account management.

1.5.6.4. Provide project management methodology for implementation and ongoing

Manager, IT Staff, and vendor resources).

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

deliverables, and overall timeline for completion, including durations for each task.

1.5.6.2. Project Plan shall include tasks, milestones, specific resources responsible,

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

2.1.2.1 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.

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

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

1.5.7.2. Streamline processing processes and workflow.

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.

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

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.



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:

$$\text{Lowest Cost Proposal} \times \text{Maximum Points} = \text{Score}$$

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
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
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
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
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 proposers' 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.



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

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

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.

RFP-24-24596

- 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



2.8 Ordering

Tax Collector

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.

2.9 Termination for Convenience

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.

3.0 Definitions

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.

3.1 Agreement

"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.

3.2 Amendment(s), Addendum, or Addenda

"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.

3.3 Bid(s), or Bidder's Bid

"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.

"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.

3.20 Earnest Money Deposit (EMD)

"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.

3.21 Electronic Bidding System

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

3.22 Minimum Specifications

"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.

3.23 Modification Agreement

"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.

3.24 Notice

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

3.25 Notice of Award

"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.

3.26 Notice to Proceed

"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.

"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



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 identity or 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-Analysis" 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

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

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

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

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

4.10 Cancellation of Solicitation Document

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.

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

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.

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

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.

4.13 Cone of Silence

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).

RFP-24-24596

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 2nd and 3rd Tier Participation for Projects over \$20 Million – The Proposer will be allowed to utilize second (2nd) tier DM/DWBE participation (i.e., DM/DWBE subcontractor of 1st tier subcontractor) and third (3rd) tier DM/DWBE participation (i.e., DM/DWBE subcontractor of 2nd 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/>.



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/BZGNOW) 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.

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

Vendor Compliance System (B2GNOW)).
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

compliance.
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

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

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

County's contract compliance 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). Proposer/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.

4.15.11.3.4 Making any false statement(s) or using deceit for the purpose of influencing, in any way, any action of 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.

4.15.11.3.2 Failure of the Proposer/Contractor to address the compliance deficiencies as specified in a Non-Compliance Notice issued to the Contractor by the County.

4.15.11.3.1 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 Failure to perform under the terms of the Contract with regard to the DM/DWBE Program, includes, but is not limited to, the following:

4.15.11.2 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.

4.15.11.1 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 Non-Performance of Contractor -

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".

4.15.9.4 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.

<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,

not so expended may be forfeited and recoverable by the County. under the Contract intended for expenditure with a DM/DWBE firm and appropriate by the County) paid to the Proposer/Contractor or firm 4.15.11.4.3 Either the total amount (or a percentage thereof as deemed

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.

4.15.11.4 Remedies for Non-Performance - Remedies available to the County include, but are not limited to, the following:

(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

4.20.1 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. 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

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/library/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

Proposals if it is in the best interest of the County.

4.20.4 The County reserves the right to issue one or more call(s) for Best and Final

factors set forth in the Request for Proposal.

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

secure the best possible Offers for the County.

given equal treatment with respect to discussions and all information obtained is to

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

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 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 forementioned 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

5.4 Contractor Must Use E-Verify, Must Have Legally Authorized Workforce & Utilize IMAGE Best Practices

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 Contractor 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.

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.

single individual to subvert the 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

Verification Service.

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

policy.

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

hires.

5.4.3.1 Use the Department of Homeland Security employment eligibility verification program (E-Verify) to verify the employment eligibility of all new

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 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.

5.11 Hand Sanitizer Ordinance (05-8)

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.

5.12 Equal Employment Opportunity; Non-Discrimination Clause

During the performance of this Contract, the Contractor shall comply with the following:

5.12.1 Hillsborough County

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.

5.12.2 State of Florida

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.

5.12.2.4 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.

5.12.2.5 Florida Statutes section 448.07 prohibits wage rate discrimination on the basis of sex.

5.12.2.6 Florida Civil Rights Act of 1992, Florida Statutes sections 760.01 - 760.11, as amended.

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.

5.12.2.8 Florida Statutes section 725.07, prohibits discrimination on the basis of sex, marital status or race in loaning money, granting credit or providing equal pay for services performed.

5.12.2.9 Florida Fair Housing Act, Florida Statutes sections 760.20 - 760.37.

5.12.2.10 Florida Statutes section 760.40 provides for the confidentiality of genetic testing and requires informed consent prior to such testing.

5.12.2.11 Florida Statutes section 760.50 prohibits discrimination on the basis of AIDS, AIDS-related complex, and HIV.

5.12.2.12 Florida Statutes section 760.51 provides for remedies and civil penalties for violations of civil rights.

5.12.2.13 Florida Statutes section 760.60 prohibits discriminatory practices of certain clubs.

5.12.2.14 Florida Statutes section 760.80 provides for minority representation on boards, commissions, council, and committees.

5.12.3 Federal

5.12.3.1 Section 1 of the Fourteenth Amendment to the United States Constitution, U.S. Const. amend. XIV, section 1.

5.12.3.2 Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq.

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.

- 5.12.3.4 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.



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 of all authorities 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.

813-272-5790,

Stromers@HCLGov.net,

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

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:

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

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.

5.17.3 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.

5.17.4 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.

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.

5.18 Maintenance of Records/Public Records Law

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,

RFP-24-24596

Page 57

HCLGov.net/Vendors
(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 (in any amount) 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 in the amount of One Million Dollars (\$1,000,000) or more if such company is (a) on the Scrutinized Companies with Activities in Sudan List (created pursuant to Florida Statutes, Section 215.473), or (b) on the Scrutinized Companies with Activities in the Iran Petroleum

with Scrutinized Companies

5.27 Prohibition Against Contracting with Scrutinized Companies and Termination of Contracts

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

to the Contractor via e-mail.
deposit payments. Once the County has approved payment, an electronic remittance will be sent information will remain confidential to the extent provided by law as necessary to make direct solution, all payments will be made using the direct deposit. The Contractor's bank account ACH (Direct Deposit): If the Contractor is enrolled in the County's ACH electronic payment

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.

5.31 Starting the Work

The Contractor will start the Work and/or Project on the date determined by the County in its Purchase Order or Notice to Proceed.

5.32 Statement of Assurance

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.

5.33 Suspension of Work

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.



**REQUEST
FOR
PROPOSAL**

Talisa Clark

From: Jaime Metcalf - E.P.R. Systems USA INC <Jaime@eprsys.com>
Sent: Thursday, February 20, 2025 2:59 PM
To: Talisa Clark; Geoff May
Subject: RE: Update

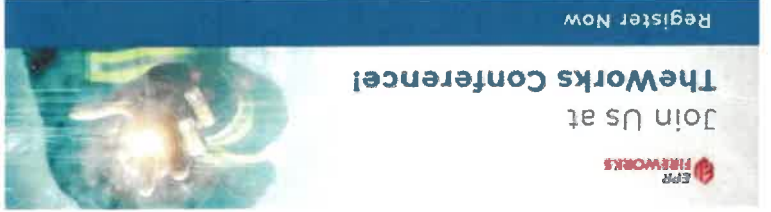
CAUTION: This email originated from outside of the organization. Please use caution when interacting with this email.

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@eprsys.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

Talisa Clark

From: Shrader, Matthew <ShraderM@hcfl.gov>
Sent: Thursday, February 20, 2025 3:11 PM
To: Talisa Clark
Cc: Geoff May
Subject: RE: Permission to Piggyback on EPR Systems Contract

CAUTION: This email originated from outside of the organization. Please use caution when interacting with this email.

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.

Matt

From: Talisa Clark <tclark@forestparkga.gov>
Sent: Thursday, February 20, 2025 3:08 PM
To: Shrader, Matthew <ShraderM@hcfl.gov>
Cc: Geoff May <gmay@forestparkga.gov>
Subject: RE: Permission to Piggyback on EPR Systems Contract

External email: Use caution when clicking on links, opening attachments or replying to this email.

Thanks, for your response. For clarification, our agency is the City of Forest Park, Georgia.



CITY OF FOREST PARK

Talisa R. Clark, CPO

Procurement Manager

City of Forest Park

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