

**CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM**

Meeting Date: November 5, 2018

Presenter's Name and Title: Dexter Williams, Chief of Police, on behalf of the Police Department

Prepared By: Kim Morrow-Lopez, Grants/Accreditation Manager

Temp. Reso. Number: 6774

Item Description: Temp. Reso. No. 6774, AUTHORIZING THE PURCHASE OF SOFTWARE AND EQUIPMENT FOR THE POLICE DEPARTMENT USING LAW ENFORCEMENT TRUST FUNDS IN AN AMOUNT OF \$248,704. (*Chief of Police Dexter Williams*)

Consent ☒ Resolution ☐ Ordinance ☐ Quasi-Judicial ☐ Public Hearing ☐

Instructions for the Office of the City Clerk:

Public Notice – As Required by the Sec. _____ of the City Code and/or Sec. _____, Florida Statutes, public notice for this item was provided as follows: on _____, in a _____ ad in the _____; by the posting the property on _____ and/or by sending mailed notice to property owners within _____ feet of the property on _____. (Fill in all that apply)

Special Voting Requirement – As required by Sec. _____, of the City Code and/or Sec. _____ Florida Statutes, approval of this item requires a _____ (unanimous 4/5ths etc. vote of the City Commission).

Fiscal Impact: Yes ☒ No ☐

REMARKS: Available funds of \$248,704 will be transferred from Appropriated Fund Balance Account 160-20-000-521-609990-92220. Of these funds, \$29,470 will be transferred to Software License and Maintenance Account 160-20-000-521-000-603425-92220, \$75,785 will be transferred to Software Account 160-20-000-521-606471-92220, while the remaining funds will be transferred to Non-Capital Equipment Account 160-20-000-521-000-605251-92220 in the amount of \$32,014 and Capital Equipment Account 160-20-000-521-606400-92220 in the amount of \$111,434.

Content:

- **Agenda Item Memo from the Interim City Manager to City Commission**
- **Resolution TR 6774**
- **Attachment(s)**

Attachment 1: Evidence OnQ Proposal

**Attachment 2: State of Florida Licensing Solutions Provider Agreement
#43230000-15-02**

Attachemnt 3: City of Melbourne Contract#03-023-0-2017

Attachment 4: SHI Quote (Microsoft Licenses for Evidence on Q)

Attachment 5: Radar Speed Trailer Quotes
Attachment 6: Surefire Rifle Suppressors Quote
Attachment 7: Rifle Optics Quote
Attachment 8: Unmanned Aerial Vehicle Quote
Attachment 9: (Sniper) Night Vision Quote
Attachment 10: License Plate Readers ("LPR")
Attachment 11: City of Ocala Agreement # OPD/18-015
Attachment 12: Sole Source Justification Vetted Security Solutions
Attachment 13: Equitable Sharing Balance-9.27.2018



**CITY OF MIRAMAR
INTEROFFICE MEMORANDUM**

TO: Mayor, Vice Mayor, & City Commissioners
FROM: Vernon E. Hargray, Interim City Manager *EDS Gx VJH*
BY: Dexter Williams, Chief of Police
DATE: October 30, 2018
RE: Temp. Reso. No. 6774, authorizing the purchase of software and equipment for the Police Department using Law Enforcement Trust Funds

RECOMMENDATION: The Interim City Manager recommends approval of Temp. Reso. No. 6774, authorizing the expenditure of \$248,704 in Law Enforcement Trust Funds ("LETFs") to purchase equipment and software for Police Department operations.

ISSUE: City Commission approval is required to spend funds from the LETF per the Guide to Equitable Sharing for State, Local and Tribal Law Enforcement Agencies, and for the purchase of goods and services in excess of \$75,000 from the same person or entity within a fiscal year.

BACKGROUND: With efficiency and professionalism at the forefront, the Miramar Police Department strives to serve residents with a wide array of tools that allow for both efficient use of time and impeccable record keeping. In an effort to bring Department technology up to 21st century policing standards, new software and various types of equipment are necessary as follows:

1. Evidence On Q Software

Police staff collects evidence and any property related to a crime scene. Currently, officers complete paper receipts and manually list all items collected to be turned in along with the evidence to the Property and Evidence Unit. Evidence On Q is a customizable software that will now allow officers to complete an electronic receipt of all property and evidence collected from crime scenes. The software will give officers the capability to input the information and submit an electronic receipt to the Property and Evidence Unit directly from their computers. This software will provide better tracking capability, reduce input error and the misplacement of paper

receipts. Staff will have the capability to make updates and corrections to a receipt electronically instead of completing a new paper receipt when corrections are needed. Evidence On Q is a technology designed to give employees the tools necessary for streamlined record keeping, tracking retention periods, audits and purges, as is necessary in managing the property and evidence function.

The Evidence On Q software will be purchased from FileOnQ, Inc., through the utilization of the City of Melbourne Agreement # 03-023-0-2017 in an amount of \$75,785.

In order for the Evidence On Q software to be operable, the City is also purchasing necessary Microsoft licenses to facilitate storage of the information that will be entered into Evidence On Q on the City's server. The Microsoft licenses will be purchased from SHI through the utilization of the State of Florida Licensing Solutions Providers ("LSP") of Microsoft Software and Services Agreement # 43230000-15-02 (see Attachment 2). The total for the purchase of the two licenses will be in an amount of \$7,485. The quote for the licenses is shown in Attachment 4.

2. Radar Speed Trailers

An increasing demand has been placed on the Police Department from a variety of communities throughout the City for speed analysis and awareness measures. The requests have exceeded the ability of the Department's current inventory of three radar speed trailers. Radar speed trailers are a proactive preventative traffic calming device that can be deployed along nearly every roadway. Radar speed trailers are portable, thus providing the ability for rapid deployment. The Police Department is requesting to purchase two Radar Speed Trailers with the associated Traffic Speed Data Software. Three competitive quotes were obtained for the trailers in accordance with the City Code as shown in Attachment 5. The trailers will be purchased from All Traffic Solutions that provided the lowest quote for a total of \$29,980 for the two trailers.

3. Surefire Rifle Suppressors

The Surefire rifle suppressors provide noise reduction/hearing protection and flash reducing benefits for the SWAT Team. The suppressors are utilized to increase safety by reducing the decibel level of a firearm comparable to earplugs or earmuffs. Noise reduction is important during an active operation to improve communication. It can play a vital role if the SWAT Team is deployed within a school hallway or an office style building where noise would make it very difficult to communicate with other team members, fleeing victims, and locating suspects. The addition of the suppressors will also increase accuracy with the Department's current rifles.

Whereas a conventional muzzle brake or flash hider works by deflecting gas back toward the SWAT Operator resulting in a higher muzzle blast, the reduction of the recoil improves weapon control and accuracy. Three competitive quotes were obtained in accordance with the City Code and are shown in Attachment 6. The rifle suppressors will be purchased from Lawmen's and Shooters Supply that provided the lowest quote in the amount of \$25,168.

4. Rifle Optics

The SWAT team is in need of improved rifle optics. The current rifle optics are not ruggedized and are unable to perform under the harsh conditions experienced by the team. The current optics are also experiencing a fail rate of approximately one per training/callout and have a backlit reticle which poses a significant safety concern. The backlit reticle illuminates red and is visible to a suspect. Three competitive quotes were obtained for the Rifle Optics in accordance with the City Code and are shown in Attachment 7. The rifle optics will be purchased from Lawmen's and Shooters Supply that provided the lowest quote in an amount of \$3,553. The Department also tested several different types of optics and the Sig Sauer Romeo 5 best meets the safety and needs of the Department.

5. Unmanned Aerial Vehicle

The Police Department is requesting to purchase one Unmanned Aerial Vehicle ("UAV") - DJI Phantom 4 Pro PLUS V2. Law Enforcement agencies across the country utilize UAVs for a variety of public safety services as a tool to assist with incidents such as: searching for missing children and elderly adults; locating wanted persons and vehicles; tracking fleeing felons; photographing crime scenes and traffic accidents; and, assisting with crowd control monitoring during large-scale events. UAVs are a cost-effective tool to use for aerial support in lieu of a police helicopter. Three quotes were obtained in accordance with the City Code. The UAV will be purchased from Drone Works which provided the lowest quote in an amount of \$1,394. The three quotes obtained for the UAV are shown in Attachment 8.

6. (Sniper) Night Vision

An essential component of SWAT is the sniper position. SWAT Snipers provide visual monitoring source from a distance. The SWAT Snipers provide real-time intelligence information back to the command post. The Night Vision sight will allow the Snipers to view a suspect's movements in total darkness. This capability is important because it gives the Sniper the ability to provide real-time intelligence and allows command staff to better assess how to resolve a given situation. The night

vision will be purchased from SRT Supply in an amount of \$8,404. SRT Supply submitted the lowest quote in the competitive quote process. The three quotes for the night vision are shown in Attachment 9.

7. License Plate Reader

The Department is seeking to purchase two mobile License Plate Reader ("LPR") Trailers with software. The LPRs will be used to aid in investigations as they will have the capability to capture and run vehicle license plates as they pass the trailers and provide reports on stolen vehicles and if the vehicle or registered owner of the vehicle is currently a part of investigations. The trailers will be outfitted with the corresponding Vigilant software which will provide the capability to photograph, scan, read, provide GPS location, and store license plate information to support a national database. Through market research, the Department found that a large number of police agencies in surrounding areas and across the country use the Vigilant LPR and software. The LPR system will provide the Police Department with access to all information captured and stored by other police agencies nationwide in the Vigilant LPR System. The trailers will also serve as dual function as they will also record vehicle speeds.

The LPRs will be purchased from Vetted Security, an authorized distributor of the manufacturer, Vigilant Solutions, through the utilization of City of Ocala Competitive Agreement # OPD/18-015A (Attachment 11) for a total of \$75,800. The Vigilant software will be purchased through a sole source justification in the amount of \$17,995 (Attachment 10). The total cost for the LPR and software is \$96,935.

The Law Enforcement Trust fund currently has a balance of \$1,846,169.11 (Attachment 13). The total purchase will be made from this fund. Available funds of \$248,704 will be transferred from Appropriated Fund Balance Account 160-20-000-521-609990-92220. Of these funds, \$29,470 will be transferred to Software License and Maintenance Account 160-20-000-521-000-603425-92220, \$75,785 will be transferred to the Software Account 160-20-000-521-606471-92220, while the remaining funds will be transferred to Non-Capital Equipment Account 160-20-000-521-000-605251-92220 in the amount of \$32,014 and Capital Equipment Account 160-20-000-521-606400-92220 in the amount of \$111,434. All funds are reflected as rounded to the nearest dollar.

In summary, the Police Department requests to use the Law Enforcement Trust Fund to purchase the below needed items.

Item Description	Total Project Cost
Evidence OnQ	\$ 75,785
Microsoft Licenses for Evidence on Q	7,485
Radar Speed Trailer / Variable message board / Traffic speed analyzer	29,980
Surefire Suppressor and Surefire Flash hider mount	25,168
Sig Sauer Romeo 5 Rifle Optic	3,553
UAV - Unmanned Aerial Vehicle - DJI Phantom	1,394
EOTech M2124 Gen3 Taupe Night Vision Clip-On Sight	8,404
LPR Software and Mobile Trailers x 2	96,935
Total Expenditure	\$ 248,704

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10/22/18

**CITY OF MIRAMAR
MIRAMAR, FLORIDA**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
MIRAMAR, FLORIDA, AUTHORIZING THE PURCHASE OF SOFTWARE
AND EQUIPMENT FOR THE POLICE DEPARTMENT USING LAW
ENFORCEMENT TRUST FUNDS IN AN AMOUNT OF \$248,704; AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, with professionalism at the forefront, the Miramar Police Department (the "Department") strives to serve residents with a wide array of tools that allow for both efficient use of time and impeccable record keeping; and

WHEREAS, in an effort to bring the Department technology up to 21st policing standards, new software and various types of equipment are necessary; and

WHEREAS, the Department seeks to purchase Evidence On Q software to provide Police staff with the capability to electronically record and track items collected as property and evidence from crime scenes; and

WHEREAS, the Evidence On Q Software will be purchased from File On Q, Inc., through the utilization of the City of Melbourne Agreement # 03-023-0-2017 in an amount of \$75,785; and

WHEREAS, supporting Microsoft licenses will be needed to facilitate the storage of the information entered in Evidence On Q on the City's server and these licenses will be purchased from SHI, Inc., through the utilization of the State of Florida Licensing

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Solutions Providers of Microsoft Software and Services Agreement # 43230000-15-02 in an amount of \$7,484.70; and

WHEREAS, the Department will purchase two portable speed trailers to be placed in various communities throughout the City for speed analysis and awareness measures; and

WHEREAS, the trailers will be purchased from All Traffic Solutions, which provided the lowest quote in an amount of \$29,980; and

WHEREAS, the Department seeks to purchase 27 Surefire rifle suppressors to enhance noise reduction/hearing protection and flash benefits for the SWAT team; and

WHEREAS, the Surefire rifle suppressors will be purchased from Lawmen's and Shooters Supply, the lowest quote provider in the amount of \$25,168; and

WHEREAS, the Department seeks to purchase 27 rifle optics to upgrade the current ones used by the SWAT team; and

WHEREAS, the rifle optics will be purchased from Lawmen's and Shooters Supply, the lowest quote provider in an amount of \$3,553; and

WHEREAS, the Department will also purchase one Unmanned Aerial Vehicle ("UAV") – DJI Phantom 4 Pro Plus V2 to assist with a variety of public safety services and to provide a cost-effective tool for aerial support in lieu of a police helicopter; and

WHEREAS, the UAV will be purchased from Drone Works which provided the lowest quote in an amount of \$1,393; and

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WHEREAS, the Department will also purchase (Sniper) Night Vision for the SWAT team to enhance the SWAT team's Sniper vision of a suspect in total darkness; and

WHEREAS, the Night Vision will be purchased from SRT Supply, Inc., which provided the lowest quote in an amount of \$8,404; and

WHEREAS, the Department seeks to also purchase two mobile License Plate Readers ("LPRs") with corresponding software to aid in investigations by capturing information from vehicle license plates and checking information against a national database; and

WHEREAS, the LPRs and software will be purchased from Vetted Security, Inc., an authorized dealer of Vigilant Solutions, through the utilization of the City of Ocala Agreement # OPD/18-015A in the amount of \$75,800 and the corresponding Vigilant software will be purchased through a sole source justification in an amount of \$21,135, totaling \$96,935 for the LPRs and software; and

WHEREAS, approval of the City Commission is required to spend funds from the law enforcement trust fund ("LETFs") per the Guide to Equitable Sharing for State, Local and Tribal Law Enforcement Agencies and for the purchase of goods and services in excess of \$75,000 from the same person or entity within a single fiscal year; and

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WHEREAS, the Chief of Police certifies that the expenditure of \$248,704 in LETFs to purchase these needed items complies with the rules set forth in the Guide to Equitable Sharing for State, Local and Tribal Law Enforcement Agencies, in that the funds were not considered in the adoption and approval of the Police Department's budget; and

WHEREAS, the Chief of Police certifies that the expenditure of \$248,704 in LETFs to purchase these necessary enhancements complies with the rules set forth in the Guide to Equitable Sharing for State, Local and Tribal Law Enforcement Agencies, in that the funds are not being used as a normal source of revenue for the Police Department; and

WHEREAS, the Chief of Police certifies that the expenditure of \$248,704 in LETFs to purchase these items complies with the Guide to Equitable Sharing for State, Local and Tribal Law Enforcement Agencies in that the funds will be used for an appropriate law enforcement purpose; and

WHEREAS, the Interim City Manager recommends approval of the expenditure of \$248,704 in LETFs to purchase a law enforcement equipment and software; and

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents of the City of Miramar to approve the expenditure of \$248,704 in LETFs to purchase a law enforcement equipment and software.

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**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF
MIRAMAR, FLORIDA AS FOLLOWS:**

Section 1: That the foregoing “**WHEREAS**” clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

Section 2: That the expenditure of \$248,704 in LETF funds to purchase law enforcement equipment and software is approved.

Section 3: That the appropriate City officials are authorized do all things necessary and expedient in order to carry out the aims of this Resolution.

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Section 4: That this Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this _____ day of _____, _____.

Mayor, Wayne M. Messam

Vice Mayor, Yvette Colbourne

ATTEST:

City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have
approved this RESOLUTION
as to form:

City Attorney
Weiss Serota Helfman
Cole & Bierman, P.L.

Requested by Administration

Commissioner Winston F. Barnes
Commissioner Maxwell B. Chambers
Vice Mayor Yvette Colbourne
Commissioner Darline B. Riggs
Mayor Wayne M. Messam

Voted



EvidenceOnQ
Crime Scene to Court Room

Proposal for

Miramar Police Department

September 19, 2018

EvidenceOnQ
Crime Scene to Court Room

Property and Evidence
Management Software Solution

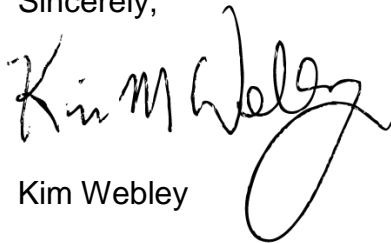
Prepared by Shannon Turner, Evidence Specialist
shannont@fileonq.com
www.evidenceonq.com

Our Commitment:

FileOnQ submits the following proposal for the EvidenceOnQ property and evidence management system. Our first priority is to provide solutions that effectively meet the unique needs of our customers today, while providing them with flexibility and growth opportunities to meet their changing needs in the future. Another priority of equal importance is to provide these solutions with the greatest possible economy.

Please read and consider our proposal, bringing to our attention any way we can more adequately satisfy your needs. Finally, when you are prepared to allow us to implement the solutions proposed, we are committed to do everything necessary to ensure your complete satisfaction both now and long into the future.

Sincerely,



Kim Webley

FileOnQ, Inc

Business Development

Features & Functionality:

TECHNOLOGY

EvidenceOnQ is built on the Microsoft Operating System platform, utilizing proven methods and technologies. The multi-tier nature allows for single server implementations in smaller environments, reducing cost and administrative effort. It also provides the ability to be distributed onto several servers that share the load to improve performance in larger environments. This architecture provides a solution that can scale to different environments. EvidenceOnQ SQL Server 2000, 2005, 2008 and 2008 R2 as well as the corresponding SQL Server Express or MSDE versions. All of the data stored within the EvidenceOnQ application can be backed-up, restored, or extracted using standard SQL tools and routines. This ensures that your data can be backed up for disaster recovery or archival purposes.

Web Based Access (WebView)

WebView is built for the end-user to manage evidence quickly and easily in a dashboard type atmosphere. Data can be entered in one location and then print the barcode labels at a later time and location. The system will automatically keep new items in a worklist cue for ease of printing labels and reports without having to go back and query individual cases and items. Edits may be made to records based on user permissions. Users can also generate forms and reports such as an Evidence Report or Chain of Custody to eliminate hand-written documentation. These forms and reports may be printed or saved as a Word or PDF document. Permissions to access specific forms and reports may be limited per user group through the administrative tools in the desktop client.

Users can submit requests associated with evidence. This may include an authorization, an action request, or any other communication that would have been submitted through a phone call, email, or request form. When a user logs in to WebView, their pending requests are listed. When the request is fulfilled, it will be eliminated from the pending requests list. WebView also works in conjunction with the optional eDocs modules to allow users to upload and view electronic files. This feature is especially useful at crime scenes, search warrants, or from the officers' vehicles and remote locations.

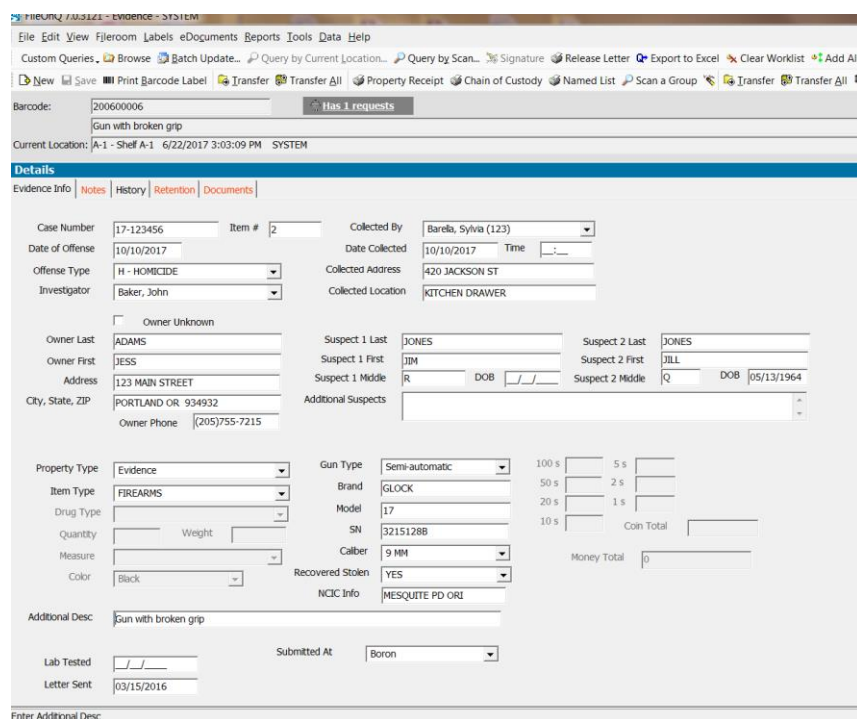
Administrative Desk Top Client:

The EvidenceOnQ administrative desktop client is a full-featured Windows applications that allows users to access the system from the server. It provides all the functionality and tools to fully manage evidence and make administrative changes to the database. It is primarily used by evidence management personnel who need full administrative privileges that are above and beyond the web browser users. It includes the same type functionality outlined in WebView, but also includes the ability to:

- Transfer exhibits to other locations individually and in groups by either scanning the barcode(s) or transferring them manually.
- Obtain a signature in connection with property transfers/releases.
- Add lookup values to tables, values, and lists
- Assign permissions in user groups, including record security and field security
- Designing barcode labels and location barcodes
- Build and saving custom queries
- Perform batch update edits to groups of records
- Create, perform, and store inventory projects
- Customize toolbars per user to streamline processes
- Maintain the reports manager
- Maintain retention codes, document types, and access complete audit history

Customized Profile:

EvidenceOnQ provides complete flexibility by allowing you to dictate the design of the data entry screen, known as the profile. Fields can be added, deleted, or modified to fit the type of data that a department wishes to capture. The profile is designed so that the data entry is as simple as possible by following your existing workflow, using your own terminology and codes. This customizable profile feature is one of the most appealing features of the system. It is designed by each agency to meet their own individual needs and comply with their specific policies and procedures. Not only is it flexible when it is designed, but the profile screen is flexible to change as your needs change. You can make changes to the profile at any time without permission from FileOnQ or incurring additional cost.



The screenshot shows the EvidenceOnQ interface with a customized profile. The top menu bar includes File, Edit, View, Fileroom, Labels, eDocuments, Reports, Tools, and Data. Below the menu is a toolbar with various actions like Custom Queries, Browse, Batch Update, Query by Current Location, Query by Scan, Signature, Release Letter, Export to Excel, Clear Worklist, and Add All. The main form area is titled 'Details' and contains several sections: Evidence Info, Owner Information, Suspect Information, Property Information, and Additional Information. The 'Evidence Info' section includes Case Number (17-123456), Item # (2), Collected By (Barella, Sylvia (123)), Date of Offense (10/10/2017), Offense Type (H - HOMICIDE), Investigator (Baker, John), and Collected Address (420 JACKSON ST). The 'Owner Information' section includes Owner Last (ADAMS), Owner First (JESS), Address (123 MAIN STREET), City, State, ZIP (PORTLAND OR 97432), and Owner Phone ((205)755-7215). The 'Suspect Information' section includes Suspect 1 Last (JONES), Suspect 1 First (JIM), Suspect 1 Middle (R), Suspect 1 DOB (DOB), Suspect 2 Last (JONES), Suspect 2 First (JILL), Suspect 2 Middle (Q), and Suspect 2 DOB (05/13/1964). The 'Property Information' section includes Property Type (Evidence), Item Type (FIREARMS), Drug Type, Quantity, Weight, Measure, Color (Black), Gun Type (Semi-automatic), Brand (GLOCK), Model (17), SN (32151288), Caliber (9 MM), Recovered Stolen (YES), and NCIC Info (MESQUITE PD ORI). The 'Additional Information' section includes Additional Desc (Gun with broken grip), Lab Tested (03/15/2016), and Submitted At (Boron). The bottom of the screen has a button labeled 'Enter Additional Desc'.

The following field types are available when creating or modifying the profile screen:

- Text
- Formatted Text
- Simple Lookup
- Coded Lookup
- Date
- Time
- Check Box
- Currency
- Decimal
- Multi-line
- Calculated

All transactions are done from just one screen: data entry, searches, scanning, etc. This eliminates the need to work through multiple levels of screens. Searches can be made from any field or combination of fields. For example, you can search for all Smith & Wesson guns recovered by a specific officer in the year 2015 where a juvenile was involved. Or you may search for all recovered electronic items that have

355 in the serial number. There is virtually no limit to the combination of searches that can be performed. The screen examples below show some of the common data fields you may choose to include on your home screen.

The partial screenshots below show the control field selections that enable (or disable) the dependent fields. The examples portray a selection of currency, narcotics, and guns. The applicable fields are enabled. Fields that do not apply to the selected description are disabled, making entry easier and more accurate.

CURRENCY

Category	<input type="text"/>	NCIC Code	<input type="text"/>	Make	<input type="text"/>	100 s	<input type="text"/>	10 s	<input type="text"/>	Coin Value	<input type="text"/>
Item Type	CURRENCY - U.S.	Model	<input type="text"/>	SN	<input type="text"/>	50 s	<input type="text"/>	5 s	<input type="text"/>	Money Total	<input type="text"/>
Drug Type	<input type="text"/>	Caliber	<input type="text"/>	Gun Type	<input type="text"/>	20 s	<input type="text"/>	1 s	<input type="text"/>		
Color	<input type="text"/>	Additional Desc	<input type="text"/>								<input type="checkbox"/> Bio Hazard
Qty/Weight	<input type="text"/> Measure: <input type="text"/>										

NARCOTICS

Category	<input type="text"/>	NCIC Code	<input type="text"/>	Make	<input type="text"/>	100 s	<input type="text"/>	10 s	<input type="text"/>	Coin Value	<input type="text"/>
Item Type	DRUGS	Model	<input type="text"/>	SN	<input type="text"/>	50 s	<input type="text"/>	5 s	<input type="text"/>	Money Total	<input type="text"/>
Drug Type	<input type="text"/>	Caliber	<input type="text"/>	Gun Type	<input type="text"/>	20 s	<input type="text"/>	1 s	<input type="text"/>		
Color	<input type="text"/>	Additional Desc	<input type="text"/>								<input type="checkbox"/> Bio Hazard
Qty/Weight	<input type="text"/> Measure: <input type="text"/>										

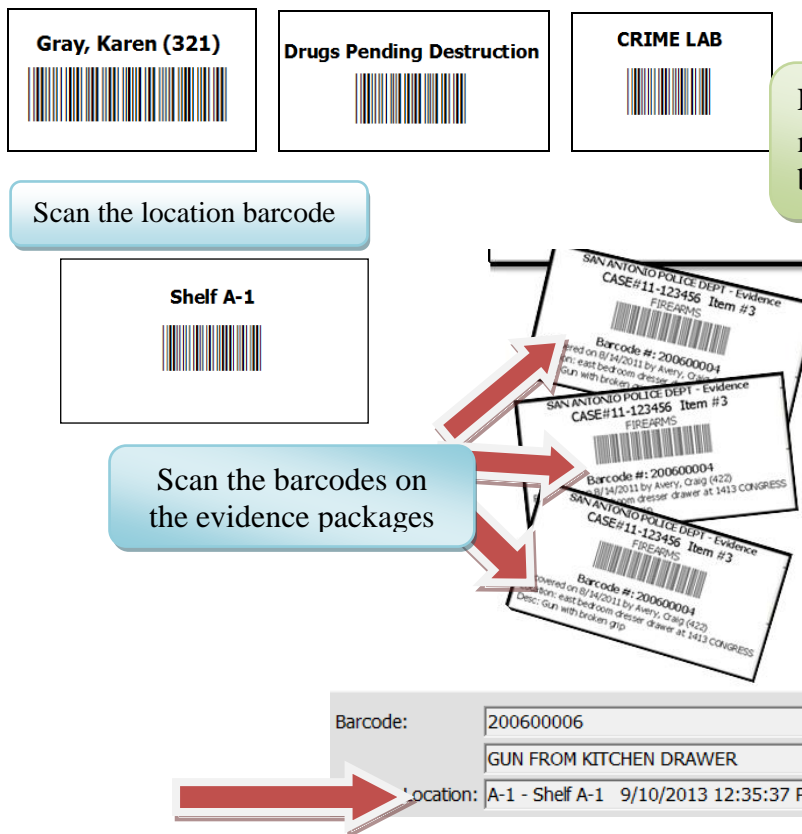
GUNS

Category	<input type="text"/>	NCIC Code	<input type="text"/>	Make	<input type="text"/>	100 s	<input type="text"/>	10 s	<input type="text"/>	Coin Value	<input type="text"/>
Item Type	FIREARMS	Model	<input type="text"/>	SN	<input type="text"/>	50 s	<input type="text"/>	5 s	<input type="text"/>	Money Total	<input type="text"/>
Drug Type	<input type="text"/>	Caliber	<input type="text"/>	Gun Type	<input type="text"/>	20 s	<input type="text"/>	1 s	<input type="text"/>		
Color	<input type="text"/>	Additional Desc	<input type="text"/>								<input type="checkbox"/> Bio Hazard
Qty/Weight	<input type="text"/> Measure: <input type="text"/>										

Barcode Tracking:

EvidenceOnQ makes chain of custody an automated process through the use of barcode technology. It is faster and more accurate than any other form of tracking. Using a barcode will dramatically decrease the time it takes to retrieve a record from the database and to record the transfer of that item to another location or status. In addition to barcodes that represent evidence, EvidenceOnQ assigned barcodes to locations. This may include **people, places, a status, or a disposition** (as shown below). With this feature, transactions can be performed without having to enter any hand typed data from your keyboard. This allows the user to scan an item and then scan the location where it is to be transferred. It gives you fast, accurate, completely keyless transactions.

Locations may also be assigned categories to filter and sort items. For example, by creating a location category such as FINAL, you can see all locations that represent evidence that will not return, such as Destroyed, Returned to Owner, Auctioned, etc. You might want to group all people as locations into one category, offsite locations, or temporary and transit locations into a category. Any group of locations can be placed in a category to make searching and sorting much faster.



As evidence is moved to various locations, whether by a barcode scanner or a manual transaction, EvidenceOnQ automatically date and time stamps all transactions and stores them in an unalterable audit trail. The Transfer Audit Trail (as shown below) provides a complete record of the movement for each item in the system. It automatically keeps track of the current location of an item, as well as every location the item has resided since it was created. The User Login and User Name of the person who transferred the item are also recorded by the system. The Host Name, Host IP, and the Windows User Login are recorded for each transfer transaction.

Barcode Label Design and Print:

Barcode technology is one of the distinctive features of EvidenceOnQ. It is faster and more accurate than any other form of tracking. Using a barcode will dramatically decrease the time it takes to retrieve a record from the database and to record the transfer of that item to another location or status. EvidenceOnQ takes barcode technology to another level; individual locations, barcodes are assigned to locations, officers and even a status. With this feature, transactions can be performed without having to enter any hand typed data from your keyboard. This allows the user to scan an item and then scan the location where it is to be transferred. It gives you fast, accurate, completely keyless transactions.


EvidenceOnQ provides the user complete flexibility to design and print customized bar code labels generated from within the system. Any field or combination of fields from the homescreen profile can be printed on the label, eliminating the need for officers to hand-write information on the evidence bag. The user is also able to easily design and save multiple formats, such as found property labels, general evidence, drug evidence, or gun labels. Custom location labels and location control sheets can also be easily designed and printed.

SAN DIEGO POLICE DEPT. - Evidence
CASE#12-001234 Item #7



CURRENCY \$3,356.00
Collected on 6/25/2012 by Avery, Craig (422)
Suspect: Wilson, John A. DOB: 5/12/1968
Desc: Cash found with address book
Barcode #: 200600015

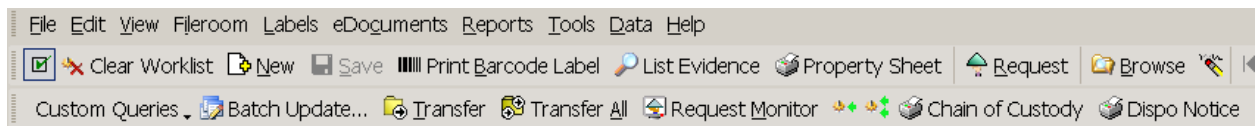
Burbank Police Department
Case # 12-001234 Evidence



Barcode #200600004 Category: Firearms
Case Officer: Baker, John (45)
Offense: HOMICIDE
Glock 17 9mm semi-automatic

Customized Toolbar:

Users can customize the standard toolbar by adding or removing icons. Users can also create additional "personal" toolbars containing shortcuts to functions that they perform on a regular basis. These toolbars themselves can be "dragged and dropped" anywhere on the EvidenceOnQ Profile. A "global" toolbar can be pushed out to users so the toolbar is standard. Many agencies choose a simple, standard toolbar for the officers to make evidence entry very straightforward.



Auto-assign Item Number Calculation:

EvidenceOnQ provides agencies the ability to have item numbers within a case automatically assigned, eliminating duplicated item numbers within the same case. For many law enforcement agencies, this is a continuous challenge when assigning item numbers in a case. The OnQ ProFiler allows agencies to choose if they want to utilize this automatic item count feature.

Case Number	11-123456	Item #	3
Offense Type	FELV - FELONY - VIOLENT		
Offense Date	07/20/2011		
Case Officer	Aguirre, Rich (35)		

The system will auto-generate the next available item number for that case.

Searching & Queries:

EvidenceOnQ provides users with the ability to search for items utilizing a number of different querying methods.

Query-by-Example: Allows users to search directly from the profile screen. Any field or combination of fields can be searched using known information, unknown information, or partial information.

Query-by-Current Location: Allows users to perform searches by locations or boxes. For example, you may want to search for all items currently at the crime lab, all evidence checked out to court, or all items in the safe.

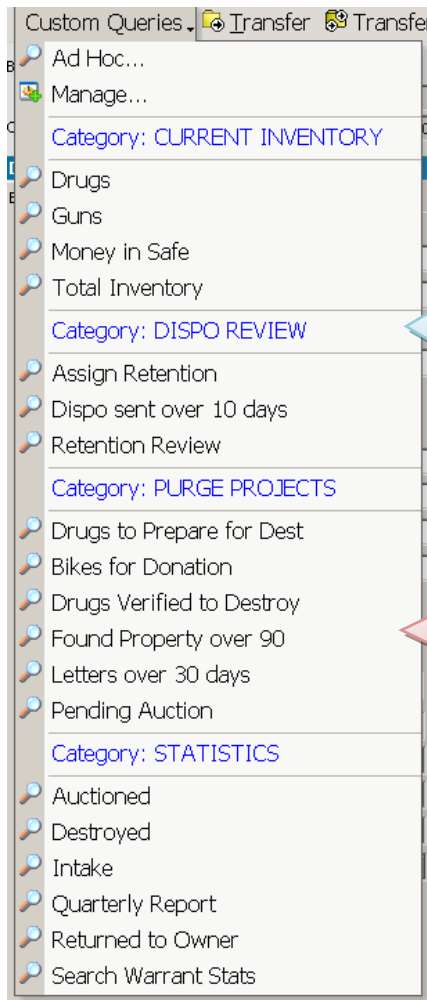
Query by date: Query by date includes all date fields, including custom date fields in the application including the system date fields.

Query-by-Home Location: Allows users to list all items assigned to a given Home Location. A home location may be assigned to evidence if your policy is to always store items back in the location they were taken from, not matter how long they have been checked out.

Query-by-Scan: Allows users to scan evidence into a group/batch to perform a common goal. When the barcodes are scanned and the group created, the user can choose any number of actions such as transferring them all to another location, creating letters to the owners, generating a list for a court order, printing a report, etc.

Query-by-Text: Enables a system-wide search to be performed extending across all fields, all notes, document key words, and check-out names and notes. This feature enables users to search the entire system in the event they don't know the exact field

Custom Query Manager: EvidenceOnQ provides a simple way to organize and manage queries. When the query is created, the user gives it a name, a category, and saves it. These queries are conveniently saved and never have to be created again. Agencies commonly have categories for the queries such as statistical reports, an at-a-glance list of all items in evidence sorted by item type, purge projects, and daily routines for intake and lab delivery. Custom queries are virtually unlimited. Agencies feel one of the most time-saving benefits of the system is the ability to run custom queries by clicking on an icon rather than maintaining this information in a separate spreadsheet or having to enlist the help of IT to run reports or extract the data.



Custom Queries Examples

Create customized categories to keep your queries organized

Custom queries eliminate hand-written logs, manually produced lists, and tickler files.

The results of any query or result set can be exported to Excel files which allow for more flexibility in designing useful Excel reports and prevents the accidental loss of leading zeroes in numeric fields. Excel is usually the preferred file format for exchanging information with other departments including ones that may not be using FileOnQ.

Excel macros: Run Excel macros after an export of data into Excel so that repetitive formatting and organization of data can be done in one step, saving time and effort. Users can send these Excel files as reports, especially if Excel macros are used to create easy to read charts and graphs.

Take the results of any query and Export to Excel

Yearly report:

- Intake
- Destroyed
- Auctioned
- Released to Owner
- Department Use

Monthly intake:

- Found
- Misdemeanors
- Felonies
- Vehicular Homicides

Current Inventory

- Drugs
- Guns
- Money
- DNA

Notes Log and Diary Entries

The Notes field is an unlimited, free form text field used for notes or additional information about the item being viewed. The contents of this field are searchable via Query by Example or when included in a query written by the Custom Query Manager. Diary allows users to add automatically time stamped entries to an item. These entries can be categorized by subject and are displayed in a grid on the comments/notes tab. Diary entries cannot be edited or deleted by anyone. The user can also choose the format in which the information is displayed.

Barcode: 200600618 Has 2 requests

Current Location: BIN 12 - BIN 12 12/10/2012 10:48:17 AM STURNER

Home Location: Temp Locker

Box Location:

Date Completed:

Details

Evidence Info **Notes** History Retention Documents

NotesLog

Add Entry Refresh Split tab vertically

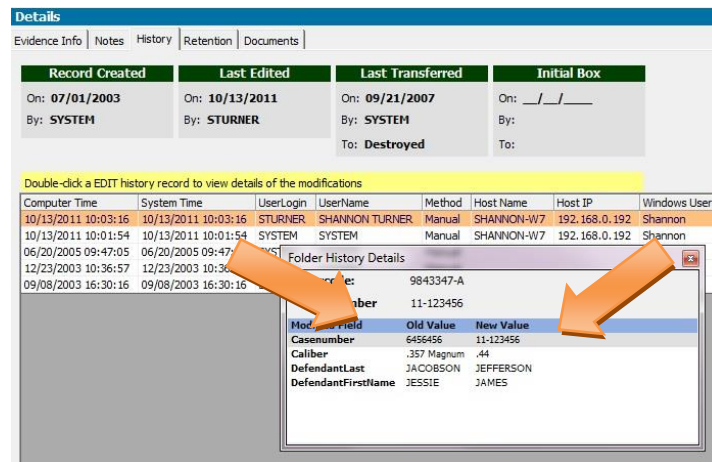
Date	Subject	Entry	Login
2013 1:42:25 PM	LOCKER UNSEALED	Lock was opened to package dried evidence and submit it into the evidenc...	STURNER
2013 1:41:19 PM	LOCKER SEAL	Tag #1543 sealed and initialed on drying locker #2.	STURNER

Subject categories can be created for NotesLog entries to help with continuity and searches

History:

The History tab displays a list of all the **changes** that have been made for each record stored in the EvidenceOnQ database. These fields are non-editable and view-only. It displays the changes (edits) made to any of the fields on the profile screen, notes tab, or retention tab. For example, if a user changed the weight of the narcotics from 52.4 grams to 5.24 grams, it would show the person who made the changes, the date and time, and the old and new values. It also displays the specific IP address. This feature makes it impossible for anyone to make a change in the system without it being documented.

Many agencies have had their evidence compromised due to inefficient systems that do not track changes made to the data.



Record Created	Last Edited	Last Transferred	Initial Box
On: 07/01/2003 By: SYSTEM	On: 10/13/2011 By: STURNER	On: 09/21/2007 By: SYSTEM To: Destroyed	On: __/__/____ By: _____ To: _____

Double-click a EDIT history record to view details of the modifications

Computer Time	System Time	UserLogin	UserName	Method	Host Name	Host IP	Windows User
10/13/2011 10:03:16	10/13/2011 10:03:16	STURNER	SHANNON TURNER	Manual	SHANNON-W7	192.168.0.192	Shannon
10/13/2011 10:01:54	10/13/2011 10:01:54	SYSTEM	SYSTEM	Manual	SHANNON-W7	192.168.0.192	Shannon
06/20/2005 09:47:05	06/20/2005 09:47:05						
12/23/2003 10:36:57	12/23/2003 10:36:57						
09/08/2003 16:30:16	09/08/2003 16:30:16						

Folder History Details

Mod. Field	Old Value	New Value
Casenumbr	6456456	11-123456
Caliber	.357 Magnum	.44
DefendantLast	JACOBSON	JEFFERSON
DefendantFirstName	JESSIE	JAMES

Unalterable Chain of Custody:

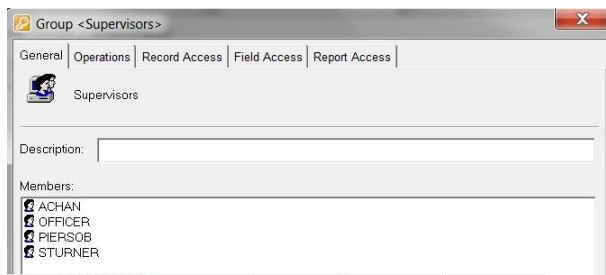
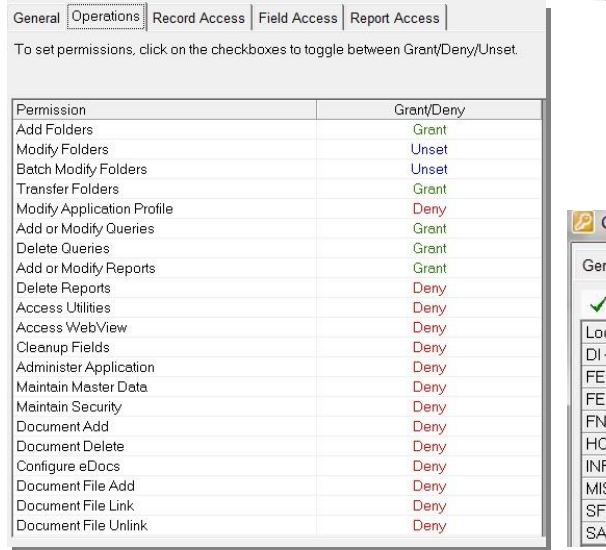
Maintaining a solid chain of custody is one of the most important requirements in evidence management. Old-school evidence management consists of maintaining the chain of custody on paper, then compiling it from numerous resources when required for court. This is a lengthy, time consuming, often inaccurate process. It also leaves it vulnerable to manipulation. EvidenceOnQ makes chain of custody an automatic process. The system generates a customized chain of custody report that includes all the pertinent information about that specific item, including the unalterable chain of custody. This makes trial preparation automated, accurate, and efficient.

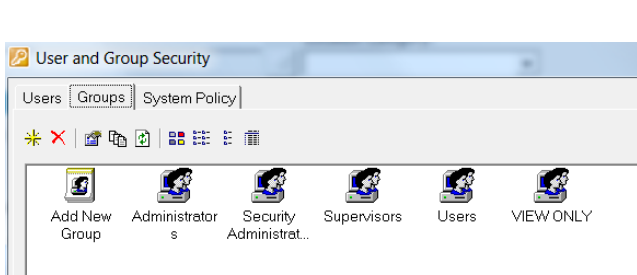
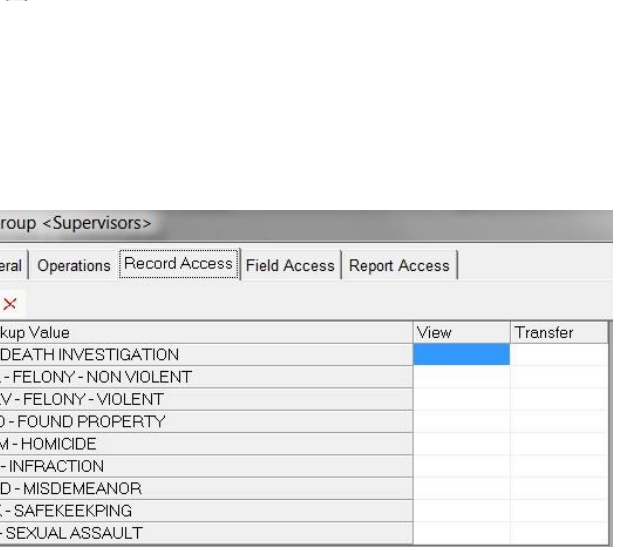
Security and Policy Management:

The EvidenceOnQ system requires a User ID and password to log in. A system administrator is able to create groups and to grant or deny permission to certain functionality within the system to members of that group. System policies can also be set for:

- Password Expiration (or non-expiration)
- Minimum Password Length
- Failed Log-in Attempts Allowed
- Strong Passwords.
- Session control logout for inactivity

With record-level security, permissions can limit the transfer and/or view of certain records. Fields on the profile can also be hidden for specific user groups. For agencies that use the eDocs module, specific types of documents may be enabled or restricted. User groups can also be enabled to produce specific reports and/or add and view notes topics.

Audit Trail Reporting:

EvidenceOnQ automatically date and time stamps all transactions and stores them in an unalterable audit trail. There are three main functions within the Audit Trail Reporting feature: Transfer Audit Trail, Record History and Audit View.

Transfer Audit Trail - This audit trail view provides a complete record of the movement for each item in the system. It automatically keeps track of the current location of an item, as well as every location the item has resided since it was created. The User Login and User Name of the person who transferred the item are also recorded by the system. The Host Name, Host IP, and the Windows User Login are recorded for each transfer transaction.

Transfer Audit Trail							
Transaction Time	System Time	User Login	User Name	Location Code	Location Name	Box Location Code	Method
10/12/2011 09:03:50	10/12/2011 09:04:56	STURNER	SHANNON TURNER	TSCANLAN	TIM SCANLAN		S
10/12/2011 09:00:31	10/12/2011 09:00:32	STURNER	SHANNON TURNER	HANDGUNS	HANDGUNS		Manual
10/12/2011 09:00:30	10/12/2011 09:00:30	STURNER	SHANNON TURNER	B-1	Shelf B-1		Manual
10/12/2011 09:00:28	10/12/2011 09:00:28	STURNER	SHANNON TURNER	BIN 12	BIN 12		Manual
10/12/2011 09:00:26	10/12/2011 09:00:26	STURNER	SHANNON TURNER	HANDGUNS	HANDGUNS		Manual
10/12/2011 08:52:54	10/12/2011 08:52:59	STURNER	SHANNON TURNER	JP50 Temp	Received JP50 Temp Lockers		Enhanced

Record History - The Record History provides a view of all actions taken regarding an item. This view shows all transfers, digital signatures, all requests made regarding that item, and any changes made to the data on the profile, notes tab, or retention tab for a given item. This information can be printed into a report.

Record History						
Print Report...						
Barcode:		200600538				
Case Number		09-123432				
Action Type	Action Timestamp	SysTimestamp	User Login	User Name	Location Code	Location Name
Transfer	10/12/2011 9:03:50 AM	10/12/2011 9:04:56 AM	STURNER	SHANNON TURNER	TSCANLAN	TIM SCANLAN
Transfer	10/12/2011 9:00:31 AM	10/12/2011 9:00:32 AM	STURNER	SHANNON TURNER	HANDGUNS	HANDGUNS
Transfer	10/12/2011 9:00:30 AM	10/12/2011 9:00:30 AM	STURNER	SHANNON TURNER	B-1	Shelf B-1
Transfer	10/12/2011 9:00:28 AM	10/12/2011 9:00:28 AM	STURNER	SHANNON TURNER	BIN 12	BIN 12
Transfer	10/12/2011 9:00:26 AM	10/12/2011 9:00:26 AM	STURNER	SHANNON TURNER	HANDGUNS	HANDGUNS
Edt	10/12/2011 8:57:02 AM	10/12/2011 8:57:02 AM	STURNER	SHANNON TURNER		
Edt	10/12/2011 8:55:39 AM	10/12/2011 8:55:39 AM	STURNER	SHANNON TURNER		
Transfer	10/12/2011 8:52:54 AM	10/12/2011 8:52:59 AM	STURNER	SHANNON TURNER	JPSO Temp	Received JPS
Create	10/12/2011 8:44:52 AM	10/12/2011 8:47:08 AM	STURNER	SHANNON TURNER	JP EVIDE INT	Jefferson Pat

Reason: Latent Analysis
Comment: COMMENTS ABOUT THE CASE OR
Name:

Request Module:

The Request Module gives officers the ability to submit a request to the evidence personnel for a variety of reasons. For example, a request may be submitted to pick up evidence for court, check it out for viewing, or to authorize the release. Many agencies use this feature for their officers to authorize the disposition of the property, eliminating the need for paper authorization to be filed and maintained. The requests are permanently documented in the audit trail of each item.

Requests are immediately displayed on the Request Monitor. This provides the property room personnel the ability to view, sort and print "pick lists" to fill incoming requests. The Request Monitor can be configured to automatically refresh at set intervals and filter requests by certain criteria. The Request Monitor can be left running in a separate window while working in EvidenceOnQ or other applications.

Request Monitor								
<input type="checkbox"/> Select All <input type="button" value="Select"/> <input type="button" value="Deselect"/>								
Select	Requestor Code	Requestor	User Name	Item Barcode	Current Location	Reason	Case Number	Item #
<input type="checkbox"/>	01	OKAY TO DESTROY	SHANNON TURNER	200600478	Shelf B-1	CASE OVER - TIME SERVED - NO CODEFENDANTS	11-1234567	5
<input type="checkbox"/>	01	OKAY TO DESTROY	SHANNON TURNER	200600480	SHELF 4	CASE OVER - TIME SERVED - NO CODEFENDANTS	11-1234567	7
<input type="checkbox"/>	01	OKAY TO DESTROY	SHANNON TURNER	200600493	SHELF 4	CASE OVER - TIME SERVED - NO CODEFENDANTS	11-1234567	11
<input type="checkbox"/>	01	OKAY TO DESTROY	SHANNON TURNER	200600506	Temporary Lockers	CASE OVER - TIME SERVED - NO CODEFENDANTS	11-1234567	16
<input type="checkbox"/>	01	OKAY TO DESTROY	SHANNON TURNER	200600508	Temporary Lockers	CASE OVER - TIME SERVED - NO CODEFENDANTS	11-1234567	17
<input type="checkbox"/>	01	OKAY TO DESTROY	SHANNON TURNER	200600522	TWIN FALLS PD EVID LOCKERS	CASE OVER - TIME SERVED - NO CODEFENDANTS	11-1234567	24
<input type="checkbox"/>	01	OKAY TO DESTROY	SHANNON TURNER	200600524	TWIN FALLS PD EVID LOCKERS	CASE OVER - TIME SERVED - NO CODEFENDANTS	11-1234567	26
<input type="checkbox"/>	02	OKAY TO RELEASE	SHANNON TURNER	200600009	Shelf B-1	Release to owner Turner only	09-7654321	4
<input type="checkbox"/>	02	OKAY TO RELEASE	SHANNON TURNER	200600028	Outside Bicycle Storage	Release to owner Turner only	09-7654321	B
<input type="checkbox"/>	02	OKAY TO RELEASE	SHANNON TURNER	200600029	TIM SCANLAN	Release to owner Turner only	09-7654321	C
<input type="checkbox"/>	02	OKAY TO RELEASE	SHANNON TURNER	200600038	Shelf B-1	Release to owner Turner only	09-7654321	
<input type="checkbox"/>	01	OKAY TO DESTROY	SHANNON TURNER	200600009	Shelf B-1		09-7654321	4

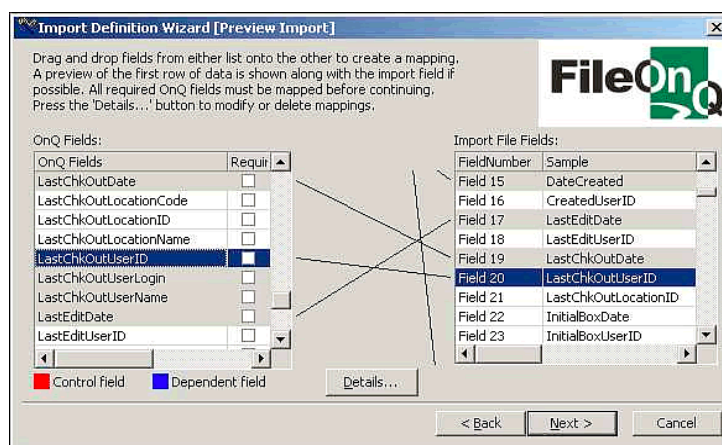
Work List Management:

The Worklist feature allows users to create and save a group of items with a common task. This may include evidence to be pulled for destruction, evidence waiting to go to the lab, items pending officer review, narcotics to be put into a court order, etc. This allows a user to work on a large project as time permits, continue to add to the ongoing work list. The list is recovered when the project is ready to be finished. This collection is associated with a user's login and is preserved even if the user logs off.



Worklist		
Actions General Wor		
FolderBarcode	AdditionalDescription	Remove this item from the worklist
200600350	PLASTIC BAG CONTAINING WHITE POWDER	
200600351	PLASTIC BAG CONTAINING WHITE POWDER	
200600352	shotgun	
200600353	PLASTIC BAG CONTAINING WHITE POWDER	
200600355	9 mm shell casing taken from driveway	
200600356	PLASTIC BAG CONTAINING WHITE POWDER	
200600357	PLASTIC BAG CONTAINING WHITE POWDER	
200600358	PLASTIC BAG CONTAINING WHITE POWDER	
200600359	PLASTIC BAG CONTAINING WHITE POWDER	
200600361	PLASTIC BAG CONTAINING WHITE POWDER	
200600363	PLASTIC BAG CONTAINING WHITE POWDER	
200600365	driver's license taken from purse	
200600366	Items 1-168 from homicide - victim	

Data Import & Export, Mapping & Validation:



Drag and drop fields from either list onto the other to create a mapping. A preview of the first row of data is shown along with the import field if possible. All required OnQ fields must be mapped before continuing. Press the 'Details...' button to modify or delete mappings.

OnQ Fields:	Require	Import File Fields:
LastChkOutDate	<input type="checkbox"/>	Field 15 DateCreated
LastChkOutLocationCode	<input type="checkbox"/>	Field 16 CreatedUserID
LastChkOutLocationID	<input type="checkbox"/>	Field 17 LastEditDate
LastChkOutLocationName	<input type="checkbox"/>	Field 18 LastEditUserID
LastChkOutUserID	<input checked="" type="checkbox"/>	Field 19 LastChkOutDate
LastChkOutUserLogin	<input type="checkbox"/>	Field 20 LastChkOutUserID
LastChkOutUserName	<input type="checkbox"/>	Field 21 LastChkOutLocationID
LastEditDate	<input type="checkbox"/>	Field 22 InitialBoxDate
LastEditUserID	<input type="checkbox"/>	Field 23 InitialBoxUserID

☒ Control field
 ☐ Dependent field

< Back
 Next >
 Cancel

The FileOnQ import utility allows records to be imported from one or more different outside data sources. This greatly reduces the amount of manual entry required. EvidenceOnQ comes standard with a fully configurable import utility that can match field for field from any ASCII delimited data file, which is then imported into the EvidenceOnQ system. This can be done as an unattended, automated, scheduled import, or an import on demand. The export utility allows users to create, save, and run any number of export routines. Any data can be exported from the FileOnQ database.

Imports can be for the purpose of a one-time conversion, such as converting the data from an existing database or spreadsheet. Imports can also be for an on-going daily process for adding new or updating existing records within EvidenceOnQ from another third-party application. The import utility also provides field data type validation, duplicated record validation, and data validation.

If a customer chooses to setup an importing process between FileOnQ and another third-party application, they would be responsible for providing an ASCII delimited file(s) containing the fields they wish to import into EvidenceOnQ. FileOnQ, Inc. will then set up a mapping between EvidenceOnQ output file(s) utilizing the Import Definitions Wizard.

All imports that are run, whether manual or unattended, produce a log file. Any records that fail the import validation process (criteria set up for clean data) will be listed in the log. All import logs are stored with a date and time stamp and can be viewed through the Import Log View.

FileOnQ will assist your agency in setting up the import of your old data. It is the responsibility of the agency's IT division to perform the actual import and clean up the records. FileOnQ can perform this task if the agency does not have sufficient IT support or resources. An estimate for this data import can be provided and incorporated into your proposal.



Custom Reports (Forms):

These custom forms are produced after performing any type of query, making them dynamic and versatile. With the unlimited field/data selection options for queries, there is no limitation to the reports that can be run. The following examples show the query that can be performed and the custom report that is generated with the information.

1. QUERY: All items collected by Officer Jones on a specific case number.
REPORT: A property sheet outlining each item, the date and time collected, the location found, the owner, and item number.
2. QUERY: Specific items from a case to take to court.
REPORT: A chain of custody report for each item showing all the pertinent information about the item and every location it has been from the time it was submitted to the property room.
3. QUERY: All items that are pending auction.
REPORT: The Property Room.com manifest, complete with item description and barcode including the agency's unique identification number. This eliminates having to rebarcode items prior to auction.
4. QUERY: All items that are eligible to send a letter to the owner.
REPORT: An owner notification letter that will automatically fill in the owner's name, address, and a list of the items available for release.
5. QUERY: Property and Evidence that is due for review.
REPORT: A Disposition Notification report that can be sent to the case officer to authorize disposition

Prior to your EvidenceOnQ system being installed, you can request minor modifications to these reports, such as additional header information, an agency logo, or adjustments to the orientation of the report (portrait vs. landscape).


Dispo Request - itemizes property that has come up for review or destruction by case number and case agent. This can be e-mailed to the officer or printed and disbursed. The officer can complete the form by hand and return to the property unit, or use the Request Module to authorization the disposition of the property. **(See the optional Automated Disposition Module)**

Retention Status Request For Dispo			
Print Date: Wednesday, November 10, 2010		Page 1 of 1	
Case Officer: Avery, Craig (422)		Case number: 10-654321	
The following items, related to Case Number 10-654321 are currently being held in the Evidence Room. Please review the items and indicate the proper disposition of each one.			
Item Description			
<div style="text-align: center;">  200600047 </div>	Evidence Altoids container with rock substance	<input type="checkbox"/> Dispose <input type="checkbox"/> Hold Until	<div style="text-align: center;">  </div>
Reviewed and Approved by		Date	

Property Report - lists the property associated with a case, the corresponding unique barcode, and pertinent information for each item. This report is often attached to the case report.

Billings Police Department Property Report			
Case Number: 12-001234		Suspect 1: PLEASANT, timothy W	
Case Officer: SanAgustin, John		Suspect 2: GUNNISON, ROBERT W	
Offense: HOM - HOMICIDE			
BarCode	Item #	Item Type	Description
Recovered by Officer: Avery, Craig (422) Recovery Address:			
Location of Recovery: INVESTIGATIONS OFFICE			
<div style="text-align: center;">  200600606 </div>	6	BEDDING	Blanket that victim was wrapped in on the couch
Recovered by Officer: Avery, Craig (422) Recovery Address: 326 W. BONNEVILLE			
Location of Recovery: COUCH WHERE VICTIM WAS SLEEPING			
<div style="text-align: center;">  200600607 </div>	7	CURRENCY	Blue water jug containing coins
Recovered by Officer: Avery, Craig (422) Recovery Address: 326 W. BONNEVILLE			
Location of Recovery: FLOOR OF BEDROOM			
<div style="text-align: center;">  200600608 </div>	8	TRACE EVIDENCE	Clump of hair
Recovered by Officer: Avery, Craig (422) Recovery Address: 326 W. BONNEVILLE			

Notification Letter - is generated to the owner listing the property available to be released/. The text of this letter is supplied by the agency. When the owner brings the letter to claim the property, scanning the barcode printed in the letter ensures the correct item will be returned. The system automatically dates the release to the owner.





San Diego Police Department

1401 Broadway
San Diego, CA 92101-5729

November 10, 2010
Case # 09-34531

ROBIN SMITH
223 Delafield
Riverside, WI 54903

The property listed below is now available for release:

Item Description	
BICYCLE/TRICYCLE Solwila Mountain bike	 20060000
BICYCLE/TRICYCLE Solwila Mountain bike	 20060001

If you wish to claim this property, please refer to the above case number and make an appointment with the Property Room by calling (619) 531-2846. Property will not be released without an appointment. You must have this letter and valid identification with you when you arrive to claim your property.

If the property listed is a firearm and you have a criminal record, you may not be eligible to possess a firearm. If you have a criminal record, call first so that this issue can be addressed before you come to pick up your property.


Sincerely,

Property Technician

Chain of Custody - can be produced for one or multiple items in a case. Each item is listed separately with a complete, unalterable history of every location for that item. Included in the chain of custody are all dates, times, users, and any associated signatures for each transaction.

CHAIN OF CUSTODY

CASE #: 14-005213 CASE TYPE: FELONY - VIOLENT CASE OFFICER: Ansari, Afsoon (0414)	EVENT DATE/TIME: EVENT ADDRESS: 40 JADWIN
---	--



ITEM #: 1 FIREARMS
200600741


RECOVERY LOCATION: GLOVE COMPARTMENT OF VEHICLE

RECOVERED BY:

Aguirre, Rich (35)

Date/Time	Logged in User	Item moved to this Location
3/20/2014 11:38:35AM	SHANNON TURNER	TEMP EVIDENCE LOCKERS
3/20/2014 11:40:48AM	SHANNON TURNER	Removed from Temp Lockers
3/20/2014 11:40:55AM	SHANNON TURNER	HANDGUN VAULT
3/20/2014 11:42:34AM	SHANNON TURNER	JODY BETRY
Follow Up - Released to detective for witness interview		
3/20/2014 11:44:48AM	SHANNON TURNER	RECEIVED NEW PORT RICHEY EVIDENCE
3/20/2014 11:45:00AM	SHANNON TURNER	HANDGUN VAULT
3/20/2014 11:45:32AM	SHANNON TURNER	Released to Owner

Case Closed - Okay to release per DA's office


 Lance Monterose

End Chain of Custody for Item #: 1

related to Case # 14-005213

PropertyRoom.com Manifest – For agencies using Property Room.com for their auctions, the system will automatically generate the required auction manifest. This eliminates the need to handwrite the manifest with the items descriptions.

Property Auction Manifest					
Name or Department Pickup Address		San Diego Police Department 1401 Broadway San Diego, CA 92101-5729		11/10/2010 Page 1 of 1	
Line #	Qty.	Description	Serial #	Reference Number	PR Barcode (SKU)
1		AUDIO/VIDEO MEDIA BOX OF DVDS		200600008	
2	1	BICYCLE/TRICYCLE Schwinn Mountain bike	459000XL356	200600233	
3	1	BICYCLE/TRICYCLE Schwinn Mountain bike	459000XL356	200600214	
4		BICYCLE/TRICYCLE SCHWINN BIKE 1-GREEN HUFFY 12 SPD MT. BIKE	1349830	200600035	
5		CAMERA/RELATED EQUIPMENT Canon SL70 CANON DIGITAL CAMERA	3294023	200600009	
6		CAMERA/RELATED EQUIPMENT sony mavica Sony camera		200600010	
7		HOUSEHOLD APPLIANCE Kitchen Aid Kitchen Aid Mixer in unopened box	none	200600016	
8	2	PURSE/WALLET/BACKPACK Set of Brighton bags	459000XL356	200600066	
9		PURSE/WALLET/BACKPACK Coach blue coach purse		200600049	

Checkout Receipt– can be generated by the system when evidence is released or transferred with a signature.. The check out receipt is an option at the time of the signature transaction. Regardless of whether the receipt is printed or not, the signature is made a part of the permanent, unalterable chain of custody and can be printed out at any time in the future if the need arises.



San Diego Police Department
1401 Broadway
San Diego, CA 92101-5729
(619) 531-2846

Property / Evidence Transfer Receipt

The following items were transferred to the undersigned by:
SHANNON TURNER on August 22, 2012

Item Count	Item Barcode	Item Description	Case #
1		Found Property BLUE ROADSTER 12 SPEED BIKE	12-001234

Reason: Case Closed
Comment: Showed WA DL TURNESG367KL


Signed by: Shannon Turner

8/22/12 8:59 am

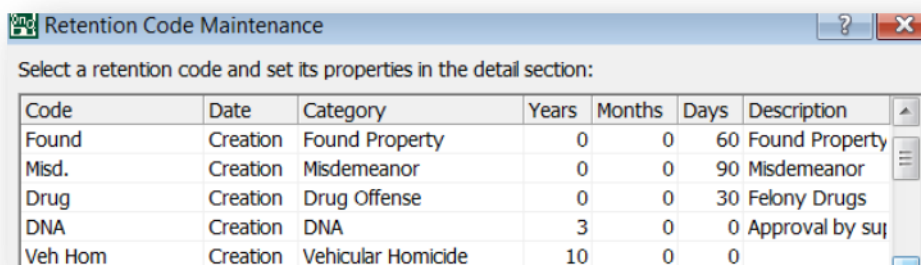
The receipt will include all items that are being released or transferred. The signature is maintained permanently in the chain of custody for each item and can be printed at any time.

Box/Container Tracking:

This feature of EvidenceOnQ utilizes barcodes to track the movement of items stored in a box or container. The system will track items as they are taken in and out of containers. It will also track the containers themselves as they move back and forth between locations. When a container is transferred, all items in that container are automatically recorded as transferred with the container. This feature is especially helpful to agencies moving their property unit into a new facility.

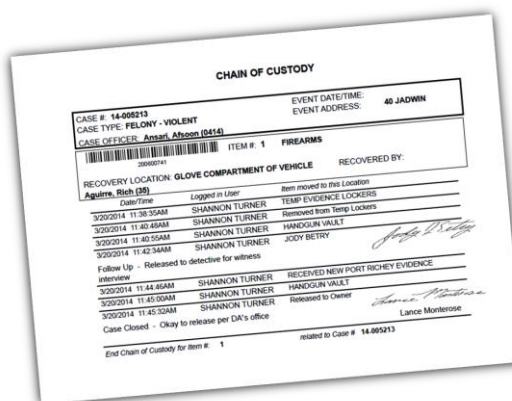
Retention:

One of the biggest challenges in evidence management is to establish when an item is available for destruction, return to owner, auction, etc. Purging items from the evidence room is a lengthy, laborious process. In most cases, evidence is held much longer than required because there is no system in place for routinely reviewing and purging evidence. Setting a review or disposal date on each piece of evidence allows you to run regular reports that identify items that no longer need to be retained. Retention codes are configured by each agency to comply with policy or statute. When you select the appropriate retention type, EvidenceOnQ will automatically calculate the correct review date, whether it is 3 months or 10 years. The review date can be modified throughout the process if certain cases are delayed in court or are pending appeal.



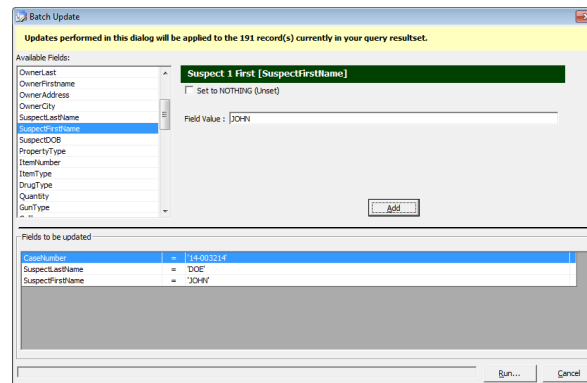
Signature Capture:

The EvidenceOnQ Signature Capture Module provides the ability to obtain digital signatures when transferring evidence. This allows a department to eliminate the need to hand-write receipts or maintain signatures on paper for chain of custody. When using the signature capture module, only one signature is required regardless of how many items are being released. The system captures the digital signature and stores it as part of the unalterable chain of custody. A customized checkout receipt may be printed out at the end of each transaction if required. A Topaz Signature Gem LCD 4x3 signature pad is used with EvidenceOnQ Signature Capture.



Batch Update:

EvidenceOnQ allows for data to be changed or updated in a group. For example, if evidence is logged under the wrong case number, the items can be queried into a group and the case number changed all at once. Any field or combination of fields on the profile screen can be changed using the Batch Update feature. Additionally, the retention code, review date, or retention comments can also be changed using this feature. For agencies using the Home Location feature, the location can be assigned using the Batch Update function.



Inventory Module:

The inventory feature will allow inventory projects to be started, paused, and started again, leaving the project open until you have time to finish it. You can also inventory multiple locations in one project. It also enables any number of separate inventory projects to be open and conducted at the same time. An inventory history will be maintained for each item that will document how many times it was inventoried and the status of the item at the time of the inventory.


EvidenceOnQ will maintain a complete history of how many inventories were completed, when they were completed, and the disposition of each item in each inventory. Notes and comments may be added to the inventory, allowing users to document any corrections or clarifications needed. All comments are date and time stamped to preserve the integrity of the inventory and the comments themselves. Comments may also be added in batch to items within an inventory. One entry will update each record based on your desired record set.


The detailed inventory report shows all specific details about the report, **the items missing, all items accounted for in the inventory, and the items that were found in the inventory that do not belong in that location.**

Detailed Inventory Report

Job Name: Kern County Sheriff Shelf 3
 Created by STURNER on 4/16/2014 4:10:39PM
 Closed by STURNER on 4/16/2014 4:12:18PM
 Comments for the job (if any):
 (04/16/2014 04:10:57 PM) STURNER: Assisted by Julia and George

The following items were not scanned during the inventory

Item 200600142 was transferred to S3 at 4/16/2014 4:08:39PM
 Case#: 14-0001 Item Type: DRUGS Desc: PLASTIC BAGGIE OF WHITE POWDER SUBSTA

Item 200600144 was transferred to S3 at 4/16/2014 4:08:39PM
 Case#: 14-0001 Item Type: DRUGS Desc: PLASTIC BAGGIE OF WHITE POWDER

Exceptions: 2

What is missing

Location: S3


The following items were present at this location during the inventory:


Item 200600112 - 4/16/2014 4:11:31PM
 Item 200600115 - 4/16/2014 4:11:32PM
 Item 200600117 - 4/16/2014 4:11:33PM
 Item 200600123 - 4/16/2014 4:11:34PM
 Item 200600125 - 4/16/2014 4:11:34PM
 Item 200600128 - 4/16/2014 4:11:36PM
 Item 200600133 - 4/16/2014 4:11:37PM
 Item 200600134 - 4/16/2014 4:11:37PM
 Item 200600138 - 4/16/2014 4:11:37PM
 Item 200600140 - 4/16/2014 4:11:38PM


Items accounted for: 10

All items accounted for

The following items were scanned at this location but are exceptions which are supposed to be at the indicated locations:

Item 200600099 was transferred to AUCTIONED at 4/15/2014 6:43:54PM
 Case#: 14-003321 Item Type: DRUGS Desc: plastic baggie of green vegetable matter

Item 200600100 was transferred to S4 at 4/15/2014 3:42:04PM
 Case#: 14-1234567 Item Type: DRUGS

Item 200600101 was transferred to S4 at 4/15/2014 3:42:04PM
 Case#: 14-1234567 Item Type: DRUGS

Exceptions: 3

What should not be there

MobileOnQ™:

The mobile signature capture feature allows agencies to obtain signatures when transferring or releasing evidence in remote locations. MobileOnQ can be used at remote locations such as a crime lab, impound lot, off-site warehouse, or any place a PC and signature pad may not be available. The mobile device uses your wireless network or over a 3G network with web services enabled on your server.

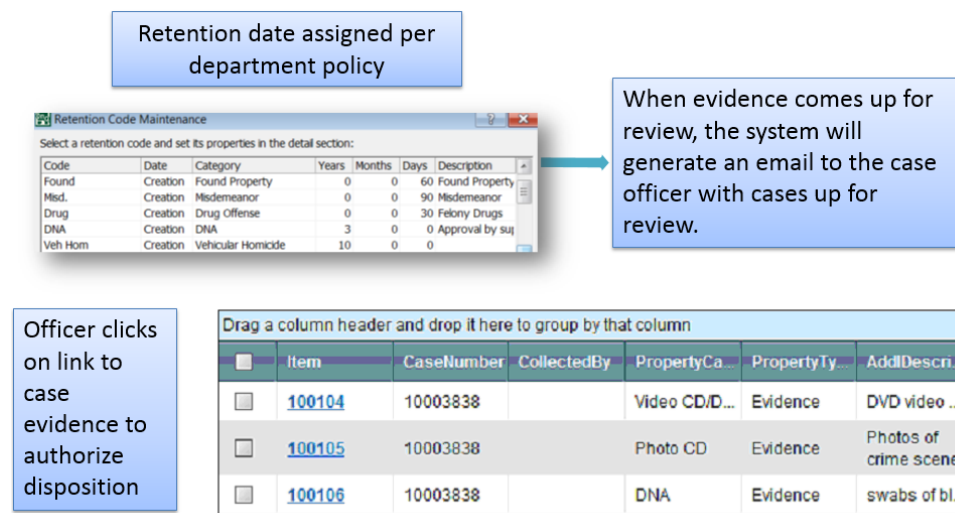


Active Directory Portal:

FileOnQ Active Directory Portal allows end-users to sign in to EvidenceOnQ with their existing Active Directory (AD) passwords which they use every day to login to Windows. Each EvidenceOnQ application can specify whether the user can simply sign in by launching the desktop application (single sign on) or whether they need to re-enter their AD credentials for additional security. Security and permissions for functionality are configured using AD groups in the FileOnQ Portal Administrator tool. The key benefits of AD integration include lower end user frustration with passwords, fewer password reset requests and centralized management of EvidenceOnQ privileges which makes it easy to handle new employees or officers who leave the department.

Workflow Notification - Automated Disposition:

The Disposition Notification Module automates the process of notifying officers to review evidence for disposition. As evidence comes up in a manual or automated retention review report that includes customized criteria, the system can be prompted to generate emails to the officers that includes a list of items to review. Included in the email is a link to the case and each item. When the officer clicks on the link, it will take them into the WebView application and enable them to choose the appropriate disposition for the evidence. The disposition descriptions can be tailored to meet the requirements of the agency, i.e. release to owner, destroy, hold, etc.



When the officer selects a disposition either at the case level or the item level, it is immediately flagged in the system and automatically appears in the Request Monitor that is maintained by the designated evidence staff. From that request monitor, items can be sorted, selected, and printed into pull lists to take the appropriate action. The automated disposition automates and eliminates paper to ultimately purge property and evidence in a streamlined, timely manner.

EvidenceOnQ Audit Compliance Report:

Many agencies periodically conduct an audit of items in the property room. The "Audit Compliance Report" assists in this procedure as it enables a random sample of items from specified groups of locations (e.g., Drug room, Gun Room, etc.) or from ALL locations. EvidenceOnQ will then create a report from which the auditor will be able to go to the specific locations to confirm that the item is there. The report form has a place for the auditor to initial that the item was indeed found at the correct location. There is also room for annotations about the items in the audit.

Running the Audit Compliance Report is done from the EvidenceOnQ application. The user will specify which area is to be audited and what percentage of the items should be in the report. For example, if you have 800 guns and you ask for a report of 5% of them, you will get a printed list of 40 randomly selected guns. This report is printed out and is the worksheet and final documentation that the items were all accounted for in this audit. Running the report again will give a different list of 40 items, so auditing quarterly, for example, will tend to let you check for different items in every audit. Anyone with access to run the Audit Compliance Report from EvidenceOnQ could produce the form and then accompany the auditor to verify that all items are accounted for.

eDocs & Imaging Module: (Optional module available for purchase)

With the eDocs and Imaging Module, any electronic file or document that is associated with the evidence can be attached and viewed within the EvidenceOnQ system. This includes scanned images, digital pictures, Word documents, PDF files... virtually any electronic file can be stored, viewed, and organized. eDocs provides the ability to:

- Scan crime lab reports
- Scan a driver's license prior to releasing property
- Attach court orders
- Scan existing chain of custody paper documentation

eDocs utilizes a designated, shared folder or SQL database on the user's network to store these electronic documents. The user can view the documents by either double-clicking a document icon or the View button. The eDocs system communicates with the Windows OS telling it which application to open in order to view that document, such as Word, Adobe, Media Player, etc. Any type of document can be opened if the user has the proper application and permission.

Agencies find the eDocs module a helpful tool for the District Attorney's office. With appropriate permission settings, it enables them to review the pertinent evidence needed for trial. They can also submit specific action requests regarding evidence. The eDocs module reduces the phone calls from the DA with questions and requests for evidence.

The screenshot shows the EvidenceOnQ eDocs interface. At the top, there's a search bar with '20060004' and a 'Has requests' button. Below it, the 'Current Location' is '54 - SHELF 4 11/22/2011 10:44:28 AM SYSTEM'. The main area is a table with columns: Document Barcode, Document Type, Date Received, eDoc Linked, and DocType. The table lists various documents including photos, audio recordings, lab reports, court orders, and DA releases. A 'Drop Files Here' button is visible on the left. The 'Document Details' section on the right shows information for a photo of a bullet casing, including the document type, barcode, date received, and keywords.

The image shows two sample documents. The left document is a Texas Driver License for Jessica Campbell, issued on 07/30/2014. The right document is a Concealed Weapons Permit for Public, John Quincy, issued on 2/22/2008 and expires on 12/25/1945. Both documents are provided by USACARRY.COM.

Maintenance and Support:

At FileOnQ we are committed to do everything necessary to ensure you are completely satisfied with our product and support. The first 12 months unlimited maintenance, support, and training is provided with the purchase of your EvidenceOnQ System. This includes:

- ✓ **Free in-version upgrades**
- ✓ **Unlimited telephone and online support**
- ✓ **Unlimited training via telephone and web-converence**
- ✓ **Bug fixes or new build patches**
- ✓ **Loaner hardware if needed**
- ✓ **Modifications to existing custom reports**
- ✓ **Assistance with developing new policies and procedures**
- ✓ **Access to the EvidenceOnQ website with training videos and tools**

With annual maintenance and support our customers receive in-version improvements and enhancements totally free of charge.

When a support need arises, you will appreciate our direct line via our 800 number as well as our live On-Line Web Support Meeting Center.

Email: Support@fileonq.com

Phone: 1-800-603-6802 select 4 from the menu

Agencies that maintain annual maintenance and support contracts are routinely provided with deep discounts for new products being introduced.

EvidenceOnQ customers overwhelmingly agree that the ongoing maintenance, support, and training improve their system use and departmental productivity to the extent that the investment pays for itself several times over.

Miramar Police Department

50% down payment is required at time of purchase. Balance is due after system installation.

QTY.	SECTION 1: Software Licenses and Seats - \$38,665
1	EvidenceOnQ 7.0 Application Software License: Single Database/Application for up to 1 million records Utilizing SQL Server Database (provided by customer)
20	Concurrent User Licenses Included
1	WebView module
1	MobileOnQ modules software, including software for 1 MC65 Motorola PDA device
1	Disposition Notification Module
1	Audit Compliance Report
1	Active Directory Integration
1	All additional features and functionality outlined in this proposal EXCLUDING optional modules as noted
	SECTION 2: Hardware - \$9,120
5	Zebra GX430 Network ready barcode printer
2	Topaz T-LBK755 Signature Pad with 4X3 LCD
4	Symbol Li4278 wireless barcode scanner
1	Mobile PDA to use with MobileOnQ
20	Roll of 1,100 thermal transfer barcode labels
20	Thermal transfer barcode printer ribbons
	SECTION 3: Professional Services - \$18,280
1	EvidenceOnQ Tailored Application Configuration, population of user groups and permissions, locations, and lookup values
3	Days on site Installation, training, travel and per diem costs
7	Custom Tailored Reports: Property Report, Notification Letter, Chain of Custody, Checkout Receipt, Disposition Notification, Standard List, Auction Manifest
1	Perform data import from existing evidence system. Customer will provide data in a tab delimited text file. Customer will perform any data clean-up after import is done.
	SECTION 4: Annual Maintenance and Support - \$9,720
1	First 12 months unlimited maintenance and support as outlined on page 27. Support is billed annually thereafter.

Investment consideration: \$75,785.00

NOTE: This product and pricing is being offered to the City of Miramar through the city of Melbourne RFP #-03-02-0-2017/BB

System Requirements

Hardware

Pentium 4 or higher (Xeon [Core i3/i5/i7] recommended)
2 GB RAM (8 GB recommended)
2 GB disk space
SVGA display (1024x768 or higher)

SQL Server

SQL Server 2012
SQL Server 2014
SQL Server 2016
Either Express, Standard or higher editions

Operating System

The following editions of Windows Server are supported:
Windows Server 2012
Windows Server 2012 R2
Windows Server 2016

Network

Windows Networking using TCP/IP, UNC
Name resolution (DNS)
Shared UNC path for shared settings

Other

PDF viewer software (such as Adobe Reader)

If adding WebView or MobileOnQ

Internet Information Services (IIS) 7 or higher
.NET Framework 4.0
Windows Networking using TCP/IP

If adding eDocs

Disc Space dependent on number and content of documents stored

If adding DigitalOnQ

8 GB RAM (12 GB recommended)
Disc Space dependent on number and content of documents stored
SQL 2008R2 or above Required

DESKTOP

Software

The following versions of Microsoft Windows are supported:
Windows 7
Windows 8.0
Windows 8.1
Windows 10
.NET Framework 4.0
Internet Explorer 8.0 or higher
PDF viewer software (such as Adobe Reader)

Hardware

Pentium 4 or higher
1 GB RAM (4 GB recommended)
400 MB disk space
SVGA display (1024x768 or higher)

If adding MobileOnQ

Windows Mobile Device Center (on PC with docking station)

If adding DigitalOnQ

4 GB RAM (8 GB recommended)
.NET Framework 4.5



**State Term Contract
No. 43230000-15-02
Licensing Solutions Providers of Microsoft Software and Services**

This State Term Contract (Contract) is between the State of Florida, Department of Management Services (Department), Division of State Purchasing, an agency of the State of Florida with offices at 4050 Esplanade Way, Tallahassee, FL 32399-0950, and SHI International Corp. (Contractor) with offices at 290 Davidson Ave. Somerset, NJ 08873.

The Department entered into overarching agreements with Microsoft Corporation (Microsoft), to standardize the use of Microsoft products and services in the State of Florida (State). Based on those agreements the Department issued Invitation to Negotiate (ITN), No. 07-43230000-L, Licensing Solutions Providers of Microsoft Software and Services, to identify a Microsoft Licensing Solutions Provider (LSP) to provide Microsoft licenses and services to the State. The Contractor submitted a Responsive reply to the ITN. After negotiations the Department determined that the Contractor's reply is the most advantageous to the State and has decided to enter into this Contract.

Accordingly, and in consideration of the mutual assurances contained in the Contract, the Department and Contractor agree as follows:

I. Scope of Work

The Contractor shall provide Microsoft software licenses and maintenance with optional support offerings in accordance with the ITN. The Contractor will coordinate with Customers regarding Microsoft required enrollment agreements which may be a condition of purchasing licenses off of this contract. Those enrollment agreements may further define the scope of services.

II. Contract Term

The initial term of this Contract will be three years. The initial contract shall begin on February 1, 2016 or on the last date in which it is signed by all parties, whichever is later.

III. Renewal Terms

Upon satisfactory performance by the Contractor and written mutual agreement of the parties, the Contract may be renewed for a renewal term not to exceed three years under the same terms and conditions in place at the time of renewal and with the approved renewal pricing specified in the Contractor's response to the ITN.

IV. Florida Price

The Contractor shall provide the Florida Price on the Contractor Florida Price Spreadsheets (Attachments A-D) that are posted on the Department's website.

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Contingent upon approval by the Department Contract Manager, updates to the Contractor Florida Price Spreadsheets shall be posted on the Department's website. The Department reserves the right to remove products or services from the Contractor Florida Price Spreadsheets as needed in the best interest of the State.

Microsoft determines pricing levels and ERP pricing for its products. If Microsoft lowers prices, or pricing levels at any time, the Contractor shall immediately adjust the Florida pricing to reflect the lower prices. The Contractor will monitor Microsoft pricing and if at any time additional discounts become available to the state, Contractor will incorporate the discounts into this contract without delay. Contractor will continually provide the best available pricing to the state.

V. Contract

This document, together with the following exhibits set forth the entire understanding of the parties and supersedes all prior agreements, whether written or oral.

All exhibits listed below are incorporated in their entirety, and form part of this Contract.

The Contract has the following exhibits:

- Exhibit A: Special Contract Conditions
- Exhibit B: General Contract Conditions, Form PUR 1000 (10/06)
- Exhibit C: Contract Forms
- Exhibit D: ITN No. 07-43230000-L
- Exhibit E: Contractor's Response to ITN No. 07-43230000-L

In case of conflict, the documents shall have priority in the following order as listed:

- a) This document
- b) Exhibit D: ITN No. 07-43230000-L
- c) Exhibit A: Special Contract Conditions
- d) Exhibit B: General Contract Conditions
- e) Exhibit C: Contract Forms
- f) Exhibit E: Contractor's Response to ITN No. 07-43230000-L

VI. Amendments

No oral modifications to this Contract are permitted. All modifications to this Contract must be in writing and signed by both parties.

Notwithstanding the order listed in section V, amendments executed after the Contract is executed may expressly change the provisions of the Contract. If they do so expressly, then the most recent amendment will take precedence over anything else that is part of the Contract.

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VI. Contract Notices

In addition to the provisions in section 38 of Form PUR 1000 (10/06), contract notices may be delivered by email to the Contractor's designated contact person as prescribed in section VII.

VII. Contract Management

The Department employee who is primarily responsible for maintaining the Contract administration file, serves as the contract manager, and is the Department's designated contact person shall be listed on the Department's website.

The Contractor's employee who is primarily responsible for overseeing the Contractor's contract responsibilities and is the Contractor's designated contact person, shall be named by the Contractor and will be listed on the Department's website.

Either Party may appoint a different Contract Manager, which shall not constitute an amendment to the Contract, by sending written notice to the other party. Any communications regarding the Contract shall be addressed to the Contract Manager.


All questions and customer service issues concerning this Contract shall be directed to the designated contact person.

This Contract is executed upon signature of authorized officers as of the dates signed below:

State of Florida
Department of Management Services:

Contractor:
SHI International Corp.

By: 

By: 

Name: Erin Rodc

Name: Natalie Slowik

Title: Deputy Secretary

Title: Senior Manager - Contracts & RFPs

Date: 1-29-16

Date: 1/28/16

EXHIBIT A: SPECIAL CONTRACT CONDITIONS

1. ELECTRONIC INVOICE

The Contractor may supply electronic invoices in lieu of paper-based invoices for those transactions processed through the MyFloridaMarketPlace (MFMP). Electronic invoices may be submitted to the Customer through the Ariba Network (AN), whose usage is not mandatory. Contractor may incur a fee for use of the AN. If Contractor chooses to participate in the AN, electronic invoices shall be submitted to the Customer in one of three mechanisms as listed below.

a) **COMMERCE EXTENSIBLE MARKUP LANGUAGE (CXML)**

This standard establishes the data contents required for invoicing via cXML within the context of an electronic environment. This transaction set can be used for invoicing via the AN for catalog and non-catalog goods and services. The cXML format is the Ariba preferred method for electronic invoicing.

b) **ELECTRONIC DATA INTERCHANGE (EDI)**

This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an EDI environment. This transaction set can be used for invoicing via the AN for catalog and non-catalog goods and services.

c) **PURCHASE ORDER (P.O.) FLIP VIA ARIBA NETWORK (AN)**

The online process allows suppliers to submit invoices via the AN for catalog and non-catalog goods and services. Contractors have the ability to create an invoice directly from their Inbox in their AN account by simply “flipping” the P.O. into an invoice. This option does not require any special software or technical capabilities.

For the purposes of this section, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third party provider of MFMP, a State Contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within the system the information outlined above. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third party provider the right and license to reproduce and display within the system the Contractor’s trademarks, system marks, logos, trade dress, or other branding designation that identifies the products made available by the Contractor under the Contract.

The Contractor may work with the MFMP management team to obtain specific requirements for the Electronic Invoicing upon contract award.

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2. PRODUCT AND CATALOG SPECIFICATIONS (SERVICES INCLUDED, IF APPLICABLE)

The Contractor shall submit all Catalog changes to the Department for review. Once approved in writing by the Department, the product Catalog submitted will be incorporated into the Contract. Any additional terms and conditions contained in the product Catalog language will not be included in the Contract.

3. PURCHASING CARD PROGRAM

Contractor must accept the Universal card format Purchasing Cards (e.g., American Express, MasterCard, and Visa). However, the Purchasing Card is not the exclusive method of payment (e.g., Purchase Order). The method of ordering and payment (e.g., Purchase Order, Purchasing Card) shall be selected by the Eligible User.

4. COMPLIANCE WITH LAWS

The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and authority. For example, Chapter 287, of the Florida Statutes and Rule 60A of the Florida Administrative Code govern the Contract. The Contractor shall comply with section 274A of the Immigration and Nationalization Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of any such applicable laws, roles, codes, ordinances and licensing requirements, shall be grounds for Contract termination.

5. LIABILITY AND WORKER'S COMPENSATION INSURANCE

During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract, which, at a minimum, shall be: workers' compensation and employer's liability insurance per Florida statutory limits (currently \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate) covering all employees engaged in any Contract work; commercial general liability coverage on an occurrence basis in the minimum amount of \$500,000 (defense cost shall be in excess of the limit of liability), naming the State as an additional insured; and automobile liability insurance covering all vehicles, owned or otherwise, used in the Contract work, with minimum combined limits of \$500,000, including hired and non-owned liability, and \$5,000 medical payment. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor and is of the essence of the Contract. The Contract shall not limit the types of insurance Contractor may desire to obtain or be required to obtain by law. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized to write policies in Florida.

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6. DETAIL OF BILLS

Contractor shall submit bills for fees or other compensation for services or expenses in detail sufficient enough for a proper pre-audit and post-audit. The Department reserves the right to request additional documentation.

7. PAYMENT TIMEFRAME

Section 215.422, Florida Statutes (F.S.), provides that agencies have five (5) working days to inspect and approve commodities or contractual services. Items may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at the Contractor's expense. Interest penalties for late payment are also provided for in section 215.422, F.S. A Vendor Ombudsman, whose duties include acting as an advocate for Vendors who may be experiencing problems obtaining timely payment(s) from an Agency, may be contacted at 850-413-5516, or Vendors may call the State Comptroller's Hotline at 1-800-848-3792.

8. MYFLORIDAMARKETPLACE FEES

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), Florida Statutes. Payments issued by Agencies or Eligible Users to Vendors for purchases of commodities or contractual services are subject to Transaction Fees, as prescribed by rule 60A-1.031, Florida Administrative Code, or as may otherwise be established by law.

Effective November 1st, 2015, through July 1st, 2016, in accordance with Senate Bill 2502-A, the Transaction Fees imposed for use of the State of Florida's eProcurement systems will change from one percent (1%) to seven-tenths of one percent (.70%) of the payment issued. The Transaction Fees imposed shall be based upon the date of issuance of the payment.

Any questions regarding the Transaction Fees should be directed to the MFMP Customer Service Desk, at 866-352-3776, BuyerHelp@myfloridamarketplace.com or VendorHelp@myfloridamarketplace.com.

Vendors shall submit monthly reports required by the rule. All reports shall be subject to audit. Failure to pay Transaction Fees or submit reports shall constitute grounds for default and exclusion from business with the State of Florida.

9. PAYMENT AUDIT

Records of costs incurred under terms of the Contract shall be maintained and made available to the Agency upon request at all times during the period of the Contract, and for a period of three years thereafter. Records of costs incurred shall include the Contractor's general accounting records, together with supporting documents and

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records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Agency for audit.

10. BILLS FOR TRAVEL

Travel expenses are not reimbursable unless specifically authorized in writing and shall be reimbursed only in accordance with section 112.061, Florida Statutes.

11. PUBLIC RECORDS

Access to Public Records

To the extent required by the Florida Public Records Act, Chapter 119, F.S., the Contractor shall maintain and allow access to public records made or received in conjunction with the Contract.

(a) The Department may unilaterally cancel the Contract for refusal by the Contractor to allow access to all public records, including documents, papers, letters, or other material made or received by the Contractor in conjunction with the Contract, unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.07(1), Florida Statutes.

(b) If, under this Contract, the Contractor is providing services and is acting on behalf of a public agency as provided by section 119.0701(1)(b), Florida Statutes, the Contractor shall:

(1) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

(2) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(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.

(4) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

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Protection of Trade Secrets or Other Confidential Information

(a) If the Contractor considers any portion of materials made or received in the course of performing the Contract ("contract-related materials") to be trade secret under section 812.081, Florida Statutes, or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as "confidential" when submitted to the Department.

(b) If the Department receives a public records request for contract-related materials designated by the Contractor as "confidential," the Department will provide only the portions of the contract-related materials not designated as "confidential." If the requester asserts a right to examine contract-related materials designated as "confidential," the Department will notify the Contractor. The Contractor will be responsible for responding to and resolving all claims for access to contract-related materials it has designated "confidential."

(c) If the Department is served with a request for discovery of contract-related materials designated "confidential," the Department will promptly notify the Contractor about the request. The Contractor will be responsible for filing the appropriate motion or objection in response to the request for discovery. The Department will provide materials designated "confidential" only if the Contractor fails to take appropriate action, within timeframes established by statute and court rule, to protect the materials designated as "confidential" from disclosure.

(d) The Contractor shall protect, defend, and indemnify the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of contract-related materials as "confidential."

12. RETENTION OF RECORDS

Contractor shall retain sufficient documentation to substantiate claims for payment under the Contract, and all other records made in relation to the Contract, for five (5) years after expiration or termination of the Contract.

13. COMMUNICATIONS AND CONFIDENTIALITY

The Contractor agrees that it shall make no statements, press releases, or publicity releases concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, or any particulars thereof, during the period of the Contract, without first notifying the Department's Contract Manager or the Department's designated contact person and securing prior written consent. The Contractor shall maintain confidentiality of all confidential data, files, and records related to the services and/or commodities provided pursuant to the Contract and shall comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057,

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F.S. The Contractor's confidentiality procedures shall be consistent with the most recent version of the Customer's security policies, protocols, and procedures. The Contractor shall also comply with any applicable professional standards with respect to confidentiality of information.

14. INTELLECTUAL PROPERTY

The parties do not anticipate that any Intellectual Property will be developed or created as a result of the Contract. However, in such case as it is developed or created, any Intellectual Property developed or created as a result of the Contract will belong to and be the sole property of the State of Florida. This provision will survive the termination or expiration of the Contract.

15. PREFERRED PRICE AFFIDAVIT REQUIREMENT

The Department will provide the Preferred Pricing Affidavit, incorporated by reference, for completion by an authorized representative of the Contractor attesting that the Contractor is in compliance with the preferred pricing provision in section 4(b) of the PUR 1000 form. The Contractor agrees to submit to the Department, at least annually, the completed Preferred Pricing Affidavit.

16. EMPLOYMENT VERIFICATION (E-VERIFY)

In accordance with Executive Order Number 11-116, the Contractor agrees to utilize the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment of all new employees hired by the Contractor during the Contract term for the services specified in the Contract. Also, Contractor shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the Contract utilize the E-Verify system to verify employment of all new employees hired by the subcontractor during the Contract term.

17. SCRUTINIZED COMPANY LIST

In accordance with subsection 287.135(5), Florida Statutes, the Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes.

In accordance with 287.135, the Department may unilaterally terminate this contract if it determines that the Contractor has submitted a false certification as provided under subsection 287.135 (5), or that it is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

18. CONVICTED AND DISCRIMINATORY VENDOR LISTS

In accordance with sections 287.133 and 287.134, F.S., an entity or affiliate who is on the Convicted Vendor List or the Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract.

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19. TERMINATION FOR CONVENIENCE

The Contract may be terminated by the Department in whole or in part at any time in the best interest of the State. If the Contract is terminated before performance is completed, the Contractor shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed.

20. TERMINATION FOR CAUSE

If the Department determines that the performance of the Contractor is not satisfactory, the Department shall have the option of (a) immediately terminating the Contract, or (b) notifying the Contractor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Contract will be terminated at the end of such time, or (c) take other action deemed appropriate by the Department.

21. COMMITMENT TO DIVERSITY IN GOVERNMENT CONTRACTING

The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by minority-, women-, wartime-, and service-disabled veteran business enterprises in the economic life of the State. The State of Florida Mentor Protégé Program connects minority-, women-, wartime-, and service-disabled veteran business enterprises with private corporations for business development mentoring. We strongly encourage firms doing business with the State of Florida to consider this initiative. For more information on the Mentor Protégé Program, please contact the Office of Supplier Diversity at (850) 487-0915 or osdhelp@dms.myflorida.com.

Upon request, the Contractor shall report to the Department spend with certified and other minority business enterprises. These reports will include the period covered, the name, minority code and Federal Employer Identification Number of each minority vendor utilized during the period, commodities and services provided by the minority business enterprise, and the amount paid to each minority vendor on behalf of each purchasing agency ordering under the terms of this Contract.

22. BUSINESS REVIEW MEETINGS

The Department reserves the right to schedule business review meetings as frequently as necessary. The Department will provide the format for the Contractor's agenda. Prior to the meeting, the Contractor shall submit the completed agenda to the Department for review and acceptance. The Contractor shall address the agenda items and any of the Department's additional concerns at the meeting. Failure to comply with this section may result in the Contractor being found in default and contract termination.

23. ETHICAL BUSINESS PRACTICES

Contractors shall work in partnership with the State to ensure a successful and valuable Contract. Ethical practices are required of State employees, Contractors, and all parties

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representing the Contractor. All work performed under this Contract will be subject to review by the Inspector General of the State of Florida, and any findings suggesting unethical business practices may be cause for termination or cancellation.

24. GRATUITIES

The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State officer or employee.

25. LOBBYING

In accordance with sections 11.062 and 216.347, F.S., the Contract funds are not for the purpose of lobbying the Legislature, the judicial branch, or an Agency. Pursuant to subsection 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract, after the Contract's execution and during the Contract's term.

26. COOPERATION WITH INSPECTOR GENERAL

Pursuant to subsection 20.055(5), F.S., Contractor, and any subcontractor to the Contractor, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for three (3) years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State (available at:

<http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>), whichever is longer. The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

27. PRODUCT VARIATIONS/CUSTOM ORDERS

New variations, substitutions, including custom orders of existing software licenses, maintenance and services awarded under the Contract will be considered by the

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Department if it is in the best interest of the State. All modifications and special requests must receive prior written approval from the Department or Customer before execution of the purchase. Proposed changes are not to compromise the integrity of the software licenses, maintenance or services performance.

28. DELAYS AND COMPLAINTS

Delivery delays and service complaints will be monitored on a continual basis. Documented inability to perform under the conditions of the Contract (via the established Complaint to Vendor process (PUR 7017 form) may result in default proceedings and cancellation.

29. SALES AND USE TAX

It is the responsibility of the Contractor to determine how work accomplished under this Contract would be subject to a Use Tax as written in the "Sales and Use Tax" Rule 12A-1, Florida Administrative Code. Any questions concerning the Use Tax as it relates to this contract shall be directed to the Taxpayer Assistance section at the Department of Revenue (DOR) (800) 352-3671, Monday through Friday, 8 a.m. to 7 p.m. (ET). For more information visit the DOR website at <http://dor.myflorida.com/dor/businesses>.

30. INSURANCE, LOSS DEDUCTIBLE

The Department and Customer shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the contractor providing such insurance. Upon request, the Contractor shall furnish the Department or Customer an insurance certificate proving appropriate coverage is in full force and effect.

31. INSURANCE, SUBCONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE

The Contractor shall require each of its subcontractors to secure and maintain during the life of the subcontract, insurance of the type specified in section 5, Liability and Workers Compensation Insurance, or the Contractor may insure the activities of its subcontractors in the Contractor's policy, as specified in the Liability and Workers Compensation Insurance Section of this contract.

32. INDEMNITY

The Contractor agrees to indemnify, defend, and hold the State of Florida, its officers, employees and agents harmless from all fines, claims, assessments, suits, judgments, or damages, consequential or otherwise, including court costs and attorney's fees, arising out of any acts, actions, breaches, neglect or omissions of the Contractor, its employees, agents, subcontractors, assignees or delegates related to the Contract, as well as for any determination arising out of or related to the Contract, that the Contractor or Contractor's employees, agents, subcontractors, assignees or delegates are not independent contractors in relation to the Agency. The Contract does not constitute a waiver of sovereign immunity or consent by the Agency or the State of Florida or its subdivisions to suit by third parties.

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33. PAYMENT FOR CLAIMS

The Contractor guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Contractor or any employee, agent, subcontractor, assignee or delegate in connection with the Contract.

34. PERFORMANCE AND PAYMENT BONDS

The authority and responsibility for requesting performance and payment bonds shall rest with the Customer. Under this contract, the Customer issuing the purchase order may request a performance and payment bond as deemed necessary by the size of the job. Inability to provide a bond shall result in the Contractor being found in default of the contract.

35. WARRANTY

The Microsoft standard warranty shall cover all software and the Contractor's warranty shall cover Value-added services provided under this the Contract. The Microsoft standard warranty is required to provide coverage against defective software, workmanship, and failure to perform in accordance with the specifications and required performance criteria. The Microsoft and Contractor warranty coverage must be identical to or exceed the most inclusive of those normally provided for the commodities and contractual services specified herein that are sold to any State or local governments.

Should the Microsoft or Contractor warranty conflict with any requirements, specifications, terms, or conditions of the Contract, the Contract terms and conditions shall prevail.

36. CONTRACT REVISIONS

Notwithstanding General Contract Conditions, section 42 of the PUR 1000 Form, the following types of revisions can be made to the Contract upon written authorization by the Department:

- a) Contractor's Company Information and Contacts
- b) Contract Administrator
- c) Contract Forms
- d) Catalog Revisions

The Contractor shall use the appropriate form to request changes to the items listed above and shall submit the form to the Department for review and approval. Only the above listed provisions can be made without a formal Contract amendment. General Contract Conditions, section 42 of the PUR 1000, apply to all other modifications to the Contract.

37. FINANCIAL CONSEQUENCES

The Contract Administrator shall periodically review the Contractor's Compliance with the responsibilities and deliverables in the Contract. If the Contractor fails to meet and

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comply with the responsibilities and deliverables established in the Contract, Contractor will be subject to damages. See Exhibit C, section 18 for additional information.

38. THIRD PARTY AUDITS AND REPORTING REQUIREMENTS

At no additional cost to the State, the Contractor is to contract with an independent third party firm (to be approved by the Department) to conduct, at a minimum, at least one random sampling of the Contractor's price list per quarter in accordance with Section 6.23 of the ITN.

The Contractor's failure to comply with this requirement may result in financial consequences and may also result in the Contractor's immediate removal from the Contract.

EXHIBIT B: GENERAL CONTRACT CONDITIONS

**State of Florida
PUR 1000
General Contract Conditions**

Contents

1. Definitions.
2. Purchase Orders.
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11. Transportation and Delivery.
12. Installation.
13. Risk of Loss.
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15. Invoicing and Payment.
16. Taxes.
17. Governmental Restrictions.
18. Lobbying and Integrity.
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20. Limitation of Liability.
21. Suspension of Work.
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- 35. Insurance Requirements.
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1. Definitions. The definitions contained in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

- (a) "Contract" means the legally enforceable agreement that results from a successful solicitation. The parties to the Contract will be the Customer and Contractor.
- (b) "Customer" means the State agency or other entity identified in a contract as the party to receive commodities or contractual services pursuant to a contract or that orders commodities or contractual services via purchase order or other contractual instrument from the Contractor under the Contract. The "Customer" may also be the "Buyer" as defined in the PUR 1001 if it meets the definition of both terms.
- (c) "Product" means any deliverable under the Contract, which may include commodities, services, technology or software.
- (d) "Purchase order" means the form or format a Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, contract or other authorized means).

2. Purchase Orders. In contracts where commodities or services are ordered by the Customer via purchase order, Contractor shall not deliver or furnish products until a Customer transmits a purchase order. All purchase orders shall bear the Contract number, shall be placed by the Customer directly with the Contractor, and shall be deemed to incorporate by reference the Contract terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Customer. A purchase order for services within the ambit of section 287.058(1) of the Florida Statutes shall be deemed to incorporate by reference the requirements of subparagraphs (a) through (f) thereof. Customers shall designate a contract

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manager and a contract administrator as required by subsections 287.057(15) and (16) of the Florida Statutes.

3. Product Version. Purchase orders shall be deemed to reference a manufacturer's most recently release model or version of the product at the time of the order, unless the Customer specifically requests in writing an earlier model or version and the contractor is willing to provide such model or version.

4. Price Changes Applicable only to Term Contracts. If this is a term contract for commodities or services, the following provisions apply.

(a) Quantity Discounts. Contractors are urged to offer additional discounts for one time delivery of large single orders. Customers should seek to negotiate additional price concessions on quantity purchases of any products offered under the Contract. State Customers shall document their files accordingly.

(b) Best Pricing Offer. During the Contract term, if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.

(c) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.

(d) Trade-In. Customers may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process. For State agencies, it may be necessary to provide documentation to the Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.

(e) Equitable Adjustment. The Customer may, in its sole discretion, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so

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affects the Contractor that continued performance of the Contract would result in a substantial loss.

5. Additional Quantities. For a period not exceeding ninety (90) days from the date of Contract award, the Customer reserves the right to acquire additional quantities up to the amount shown on the Contract but not to exceed the threshold for Category Two at the prices submitted in the response to the solicitation.

6. Packaging. Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Customer's property.

7. Inspection at Contractor's Site. The Customer reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.

8. Safety Standards. All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.

9. Americans with Disabilities Act. Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

10. Literature. Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.

11. Transportation and Delivery. Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Customer places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery

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delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.

12. Installation. Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the Contract or purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

13. Risk of Loss. Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

14. Transaction Fee. The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to section 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless exempt pursuant to 60A-1.032, F.A.C.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Contractor

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certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering procurement costs from the Contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE SUBJECT TO BEING REMOVED FROM THE DEPARTMENT OF MANAGEMENT SERVICES' VENDOR LIST AS PROVIDED IN RULE 60A-1.006, F.A.C.**

15. Invoicing and Payment. Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number. The State may require any other information from the Contractor that the State deems necessary to verify any purchase order placed under the Contract.

At the State's option, Contractors may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Contractor supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to the Customer through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.

Payment shall be made in accordance with sections 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. Contractors may call (850) 413-7269 Monday through Friday to inquire about the status of payments by State Agencies. The Customer is responsible for all payments under the Contract. A Customer's failure to pay, or delay in payment, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to the Department or to other Customers.

16. Taxes. The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the Customer in the special contract conditions section of the solicitation or in the Contract or purchase order.

17. Governmental Restrictions. If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, the Contractor shall immediately notify the Customer

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in writing, indicating the specific restriction. The Customer reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Customer.

18. Lobbying and Integrity. Customers shall ensure compliance with Section 11.062, FS and section 216.347, F.S. The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dhis.dos.state.fl.us/barm/genschedules/gensched.htm>). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

19. Indemnification. The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Customers, and their 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 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 State or a Customer.

Further, the Contractor shall fully indemnify, defend, and hold harmless the State and Customers from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the

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foregoing obligation shall not apply to a Customer's misuse or modification of Contractor's products or a Customer's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. 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 Customer 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 the Customer the right to continue using the product, the Contractor shall remove the product and refund the Customer the amounts paid in excess of a reasonable rental for past use. The customer shall not be liable for any royalties.

The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or Customer giving the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (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 State or Customer in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

20. Limitation of Liability. For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or purchase order for direct damages shall be limited to the greater of \$100,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contain in this agreement.

Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

21. Suspension of Work. The Customer may in its sole discretion suspend any or all activities under the Contract or purchase order, at any time, when in the best interests of the State to do so. The Customer shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any

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purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the Customer shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.

22. Termination for Convenience. The Customer, by written notice to the Contractor, may terminate the Contract in whole or in part when the Customer determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

23. Termination for Cause. The Customer may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract.

24. Force Majeure, Notice of Delay, and No Damages for Delay. The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. **THE**

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FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

25. Changes. The Customer may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The Customer may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Customer may solicit separate bids to satisfy them.

26. Renewal. Upon mutual agreement, the Customer and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.

27. Purchase Order Duration. Purchase orders issued pursuant to a state term or agency contract must be received by the Contractor no later than close of business on the last day of the contract's term to be considered timely. The Contractor is obliged to fill those orders in accordance with the contract's terms and conditions. Purchase orders received by the contractor after close of business on the last day of the state term or agency contract's term shall be considered void.

Purchase orders for a one-time delivery of commodities or performance of contractual services shall be valid through the performance by the Contractor, and all terms and conditions of the

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state term or agency contract shall apply to the single delivery/performance, and shall survive the termination of the Contract.

Contractors are required to accept purchase orders specifying delivery schedules exceeding the contracted schedule even when such extended delivery will occur after expiration of the state term or agency contract. For example, if a state term contract calls for delivery 30 days after receipt of order (ARO), and an order specifies delivery will occur both in excess of 30 days ARO and after expiration of the state term contract, the Contractor will accept the order. However, if the Contractor expressly and in writing notifies the ordering office within ten (10) calendar days of receipt of the purchase order that Contractor will not accept the extended delivery terms beyond the expiration of the state term contract, then the purchase order will either be amended in writing by the ordering entity within ten (10) calendar days of receipt of the contractor's notice to reflect the state term contract delivery schedule, or it shall be considered withdrawn.

The duration of purchase orders for recurring deliveries of commodities or performance of services shall not exceed the expiration of the state term or agency contract by more than twelve months. However, if an extended pricing plan offered in the state term or agency contract is selected by the ordering entity, the contract terms on pricing plans and renewals shall govern the maximum duration of purchase orders reflecting such pricing plans and renewals.

Timely purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the recurring delivery/performance as provided herein, and shall survive the termination of the Contract.

Ordering offices shall not renew a purchase order issued pursuant to a state term or agency contract if the underlying contract expires prior to the effective date of the renewal.

28. Advertising. Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Customer or the State as a reference, or otherwise linking the Contractor's name and either a description of the Contract or the name of the State or the Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

29. Assignment. The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Customer. In the event of any assignment, the Contractor remains secondarily liable for performance of the contract, unless the Customer

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expressly waives such secondary liability. The Customer may assign the Contract with prior written notice to Contractor of its intent to do so.

30. Antitrust Assignment. The Contractor and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida. Therefore, the contractor hereby assigns to the State of Florida any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

31. Dispute Resolution. Any dispute concerning performance of the Contract shall be decided by the Customer's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within twenty one (21) days from the date of receipt, the Contractor files with the Customer a petition for administrative hearing. The Customer's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.

32. Employees, Subcontractors, and Agents. All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Customer and shall comply with all controlling laws and regulations relevant to the services they are providing under the Contract. The State may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Customer's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The State may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

33. Security and Confidentiality. The Contractor shall comply fully with all security procedures of the United States, State of Florida and Customer in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the

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course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Customer. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State's or Customer's confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

34. Contractor Employees, Subcontractors, and Other Agents. The Customer and the State shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.

35. Insurance Requirements. During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.

36. Warranty of Authority. Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

37. Warranty of Ability to Perform. The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.

38. Notices. All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency designee identified in the original solicitation, or as otherwise identified by the Customer. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

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39. Leases and Installment Purchases. Prior approval of the Chief Financial Officer (as defined in Section 17.001, F.S.) is required for State agencies to enter into or to extend any lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017 of the Florida Statutes.

40. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). Section 946.515(2), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in section 946.515(2) and (4) of the Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at <http://www.pridefl.com>.

41. Products Available from the Blind or Other Handicapped. Section 413.036(3), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

42. Modification of Terms. The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon mutual written agreement of the Customer and the Contractor. No oral agreements or representations shall be valid or binding upon the Customer or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Customer. The Contractor may not unilaterally modify the terms of the Contract 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 Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. The Customer's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

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43. Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser.

State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

44. Waiver. The delay or failure by the Customer to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the Customer's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

45. Annual Appropriations. The State's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.

46. Execution in Counterparts. The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

47. Severability. If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

EXHIBIT C: CONTRACT FORMS

Forms included in this Contract:

- Quarterly Reporting (Excel File)
- Contact Information Worksheet
- Ordering Instructions
- Savings / Price Reductions
- Preferred Pricing Affidavit
- Product Update (Excel File)

Quarterly Report (Excel file)



Quarterly Report
Form.xlsx

Contractor Information Worksheet



Contractor_Informati
on_Worksheet.doc

Ordering Instructions



Ordering
Instructions.doc

Savings / Price Reductions



Savings-Reduction
Verification.doc

Preferred Pricing Affidavit



Preferred Pricing
Affidavit.docx

Product Update



Product Update
Form.xls



FLORIDA DEPARTMENT OF MANAGEMENT SERVICES

state purchasing

We serve those who serve Florida

Invitation to Negotiate

For

**Licensing Solutions Providers of
Microsoft Software and Services**

ITN No. 07-43230000-L

Florida Department of Management Services

ITN Issue Date: November 10, 2014

**Replies Due: January 06, 2015
2:00 p.m. Eastern Time**

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1 Introduction

The State of Florida ("State"), Department of Management Services (DMS or "Department"), invites interested vendors to submit replies to this Invitation to Negotiate (ITN) in accordance with these solicitation documents for the purchase and delivery of Microsoft software licenses, maintenance and services. The purpose of the solicitation is to establish a three or five year State Term Contract (STC), for use by all State of Florida agencies and Other Eligible Users (OEUs) with potential options for renewals as allowed by Chapter 287, Florida Statutes. Subsection 287.012(28), Florida Statutes, defines STC as "indefinite quantity contracts competitively procured by the Department pursuant to section 287.057, Florida Statutes, available for use by Eligible Users." Information regarding the desired Microsoft software, maintenance, and services can be found in section 5, Selection Methodology, of this solicitation document and in section 7, Statement of Work (SOW).

This solicitation will be administered using the Department's e-sourcing tool, MyFloridaMarketPlace (MFMP). Information about submitting a reply can be found in section 3, General and Special Instructions and section 4, Vendor Submission, of this solicitation. Vendors interested in submitting a reply to this solicitation must substantially comply with all of the terms and conditions described within.

1.1 Objective

The goal is to obtain the most cost effective Microsoft software licenses, maintenance and services for the State of Florida. Responsible Vendors must have the capability to provide the Microsoft software licenses, maintenance and services in all respects in accordance with the solicitation documents and to the satisfaction of the Department.

The current Microsoft STC (252-001-09-1) has an average annual volume of \$47 million dollars for software licenses, maintenance and services provided by a Microsoft approved Licensing Solutions Provider (LSP). Sales volume is for informational purposes only and should not be construed as representing actual, guaranteed, or minimum purchase under any new STC.

1.2 Term

The initial term of the contract will be three years with up to three renewal years depending upon the initial contract term. The contract may be renewed for a period that will not exceed the initial contract term, at the renewal pricing or discount rate specified in the contract. The contract term is expected to begin on or about April 1, 2015.

1.3 Single Award

The Department intends to make a statewide award to one Licensing Solutions Provider (LSP). However, the Department reserves the right to award to one or multiple Responsive and Responsible Vendors, as described in section 5, or to make no award, as determined to be in the best interests of the State.

1.4 Definitions

In addition to the definitions in the PUR 1000 and 1001, the definitions listed below apply to this solicitation. In case of a conflict between the definitions listed in the PUR documents and the definitions listed below, the definitions listed below will take precedence.

1.4.1 Catalog

A Department approved list of software licenses, maintenance and services or description of services within the scope of the ITN arranged systematically with corresponding Florida Prices.

1.4.2 Contract

The agreement that results from this competitive procurement, if any, between the Department and the Responsive and Responsible Vendor(s) who provides the best value to the State of Florida. (This definition replaces the definition in the PUR 1000.)

1.4.3 Contract Administrator

The DMS Contract Administrator.

1.4.4 Contractor(s)

The responsive and responsible vendor(s) awarded a Contract pursuant to this solicitation.

1.4.5 Customer

Any Eligible User as defined in this solicitation.

1.4.6 Eligible User

As defined in subsection 287.012(11), Florida Statutes and Rule 60A-1.005, Florida Administrative Code

1.4.7 Enrollment for Education Solutions (EES)

The Microsoft Volume Licensing Enrollment for Education Solutions (EES) offering, formerly known as the Microsoft Campus Agreement, provides qualified academic customers, of all sizes, a simplified way to acquire Microsoft software and services under a single subscription agreement. The Enrollment for Education Solutions agreement provides assured coverage for desktop platform software licenses, maintenance and services through one annual count of Full-time Equivalent (FTE) employees, the ability to add additional software licenses, maintenance and services as needed, student licensing options, and Software Assurance.

1.4.8 Enterprise

The total business operations in the United States of Eligible User(s) without regard to geographic location where such operations are performed or the entity that is actually performing such operations on behalf of Eligible Users.

1.4.9 Estimated Reference Price (ERP)

The price set by Microsoft for Florida Level D (Government) and Florida Level A (Academic). Should Florida's licensing purchases move the state into a different level or different discount rate (based on State of Florida purchases) as defined by Microsoft, the ERP and Florida price is to reflect that change.

1.4.10 Error Corrections

Machine executable software code furnished by the software publisher, which corrects the software so as to conform to the applicable warranties, performance standards and/or obligations of the software publisher.

1.4.11 Florida Price

The ceiling price listed on the Vendor Price Sheet, which is calculated per this solicitation and resulting Contract that can be paid by Customers for Microsoft software licenses, maintenance, and services.

1.4.12 Licensed Software

Software transferred upon the terms and conditions set forth in the Contract. "Licensed Software" includes error corrections, upgrades, enhancements or new releases, and any deliverables due under a maintenance or service contract (e.g., patches, fixes, program temporary fix (PTF), programs, code or data conversion, or custom programming).

1.4.13 Licensee

One or more Eligible Users who acquire licensed software from Contractor by issuing a Purchase Order in accordance with the terms and conditions of the Contract; provided that, for purposes of compliance with an individual license, the term "Licensee" is to be deemed to refer separately to the individual Eligible User who took receipt of and who is executing the software licenses, maintenance and services, and who is to be solely responsible for performance and liabilities incurred. In the case of acquisitions by State Agencies, the Licensee is to be the State of Florida.

1.4.14 Licensing Solutions Provider (LSP)

Approved by Microsoft to provide licensing expertise to enable cost-effective solutions for applicable devices using both on-premises and cloud based software licenses, maintenance and services. For this solicitation, the LSP model will follow the indirect pricing and billing model such that Microsoft provides pricing to the LSP and the LSP sets the customer purchase price. The customer places orders and remits payment to the LSP. In addition to qualifying as a Microsoft LSP, LSPs have at least five years' experience providing the software licenses, maintenance and services described in this solicitation to other government entities similar in size and buying power to Florida from October 1, 2009 to the present.

- 1.4.15 **Master Business Agreement (MBA)**
The overarching agreement that is established by Microsoft with the State of Florida under which all Microsoft licensing agreements are established.
- 1.4.16 **Microsoft Cloud Solutions**
Software and platforms that are sold “as a service” and are accessed remotely through the internet. Examples of Microsoft cloud solutions include, but are not limited to, Office 365, Azure, Microsoft Dynamics, Windows Intune, and Microsoft Cloud OS.
- 1.4.17 **Microsoft Core Competencies**
Competency standards Microsoft uses to rate the capability, expertise and commitment of entities, including LSPs. Microsoft Silver competencies represent consistent capability, expertise and commitment while Gold competencies demonstrate best-in-class capability within a specific Microsoft solution area.
- 1.4.18 **Microsoft Enterprise Agreement (EA)**
Allows government organizations with more than 250 personal computers, devices and/or users to license Microsoft software and cloud services over a three-year period at the best available pricing.
- 1.4.19 **Microsoft Enterprise License**
A license grant of unlimited rights to deploy, access, use, and execute Software licenses, maintenance and services anywhere within the Enterprise up to the maximum capacity stated on the Purchase Order or in the Contract.
- 1.4.20 **Other Eligible User (OEU)**
Eligible Users who are not state agencies.
- 1.4.21 **Software licenses, maintenance and services**
A deliverable under any solicitation or contract, which may include commodities, services, and/or technology. The term “Software licenses, maintenance and services” includes Licensed Software.
- 1.4.22 **Respondent**
A vendor/company that submits a reply to this solicitation.
- 1.4.23 **Responsible Vendor**
As defined in subsection 287.012(25), Florida Statute. A vendor who has the capability, in all respects, to fully perform the Contract requirements and the integrity and reliability that will assure good faith performance.
- 1.4.24 **Responsive Vendor**
As defined in subsection 287.012(27), Florida Statute. A vendor that has submitted a reply that conforms in all material respects to the solicitation.

1.4.25 Select Plus Agreement

A single, organization-wide agreement for volume licensing that supports both centralized and decentralized purchasing of Licensed Software on an as-needed basis.

1.4.26 Software

A generic term for organized collections of computer data and instructions, often broken into two major categories: system software that provides the basic non-task-specific functions of the computer, and application software, which is used by users to accomplish specific tasks.

1.4.27 Software Assurance (SA)

The provision of 24x7 support, deployment planning services, end-user and technical training, and the latest software releases. Software Assurance must be made available to Customers by the Contractor; however, the purchase of SA is an option.

1.4.28 State

The State of Florida.

1.4.29 State Purchasing

The division within the Department responsible for administration of this solicitation and will be responsible for day-to-day administration of the Contract.

1.4.30 Value-added Services

Non-core services offered to enhance a vendor's proposed offer. These services are to provide direct enhancement to Microsoft software licenses, maintenance and services and may or may not include a charge.

1.4.31 Vendor(s)

The entity or entities capable, authorized to provide, and in the business of providing a commodity or contractual service as described within this solicitation.

1.5 Commodity Codes

Applicable commodity codes for this solicitation are as follows:

UNSPSC Codes:

- 43230000 Software
- 43231500 Business function specific software
- 43231507 Project management software
- 43231513 Office suite software
- 43232300 Data management and query software
- 43232400 Development software

- 43232500 Educational or reference software
- 43232700 Network application software
- 43232701 Application server software
- 43232705 Internet browser software
- 43232800 Network management software
- 43232900 Networking software
- 43233004 Operating system software
- 43233400 Utility and device driver software

1.6 Special Accommodations

Any person requiring a special accommodation due to a disability should contact the Department's Americans with Disabilities Act (ADA) Coordinator, at (850) 922-7535. Requests for accommodation for meetings must be made at least five workdays prior to the meeting. A person who is hearing or speech impaired can contact the ADA Coordinator by using the Florida Relay Service at (800) 955-8771 (TDD).

1.7 Procurement Officer

The person named below is the Procurement Officer issuing the above listed solicitation. The Procurement Officer is the sole point of contact for information regarding this solicitation from the date of release of the solicitation until the contract award is made and announced in the Vendor Bid System (VBS).

1.7.1 The Procurement Officer for this solicitation is:

Jerilyn Bailey
 Category Manager
 Division of State Purchasing
 Florida Department of Management Services
 4050 Esplanade Way, Suite 360, Tallahassee, FL 32399-0950
 Phone: 850-921-4072
 Email: Jerilyn.Bailey@dms.myflorida.com

1.8 Submitting Questions

All questions regarding the content of this solicitation must be submitted in accordance with section 5 of the PUR 1001 form, which is incorporated into this solicitation by reference in section 3 of the solicitation. Directions on submitting questions can be found in section 2.4 of this solicitation.

1.9 Limit on Contact Reminder

As a reminder, section 21 of the PUR 1001 form is incorporated into this solicitation by reference in section 3 of the solicitation, please note:

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“Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a reply.

1.10 Supporting Documentation

All supporting documentation is to be included as part of the Respondent's reply. Failure to provide all supporting documentation may result in the rejection of the reply.

1.11 Must, Shall and Will

Although this ITN uses terms such as “must”, “shall”, and “will” and defines certain items as requirements, the Department reserves the right, in its discretion, to waive any minor irregularity, technicality, or omission if the Department determines that it is in the best interest of the State to do so. However, failure to provide requested information may result in the rejection of a reply. There is no guarantee that the Department will waive an omission or deviation, or that any Vendor with a reply containing a deviation or omission will advance to the negotiation stage of this procurement. The Department may reject any reply not submitted in the manner specified by this solicitation.

2 The Solicitation

2.1 Governance

The solicitation is governed by Chapter 287, Florida Statutes, and Rule 60.A-1, Florida Administrative Code. The Department posts solicitations on the Vendor Bid System (VBS) to initiate the process. Replies to the solicitation from the Responsive and Responsible vendors will be evaluated against the Selection Methodology found in section 5.

The solicitation has the following statuses and phases:

2.1.1 The Solicitation Statuses

A solicitation formally begins when the Department posts a Notice of Solicitation in the VBS. The VBS is the State of Florida's system of record, and all competitive solicitations are posted there.

Generally, the Notice of Solicitation posted in VBS consists of the solicitation number and name, as well as instructions for responding to the solicitation.

Solicitations conducted in MFMP can exist in two statuses:

- Preview
- Open

2.1.2 Solicitation in Preview Status

An ITN published in MFMP is initially in Preview Status. When a solicitation is in Preview Status, potential Respondents and the general public can view and download all the information related to a particular solicitation. Vendors who are registered with MFMP are able to submit questions using MFMP's Messaging tab. The Department will answer all questions submitted through the MFMP Messaging system in a formal Question and Answer Addendum as described in subsection 2.5.

A solicitation remains in Preview Status until the Question and Answer Addendum is issued.

2.1.3 Solicitation in Open Status

Once the Question and Answer Addendum is issued, a solicitation enters Open Status. When a solicitation is in Open Status, all vendors who are registered with MFMP may submit replies until the Reply Due Date listed in the Timeline of Events, subsection 2.2.

2.1.4 Phases of the ITN Process

The ITN process is divided into two phases. The Evaluation Phase involves the Department's initial evaluation of replies. During the Evaluation Phase, all responsive replies will be evaluated against the evaluation criteria set forth in this ITN to establish a competitive range of replies reasonably susceptible of award. The Department will

then select one or more Respondents within the competitive range with which to commence negotiations.

The Negotiation Phase involves negotiations with the selected Respondent(s). During the Negotiation Phase, the Department may request revised replies and/or best and final offers based on the negotiations. Following negotiations, the Department will post a notice of intended contract award, identifying the Responsive and Responsible Respondent(s) that provides the best value to the state.

2.2 Timeline of Events

Respondents should become familiar with the Timeline of Events. A copy of the Timeline of Events is available for download in subsection 4.7.5.

The dates and times within the Timeline of Events may be subject to change. All changes to the Timeline of Events will be through an Addendum to the solicitation posted to the VBS and added to the solicitation in MFMP. It is the responsibility of the Respondent to check for any changes in both locations.

Event	Time	Date
Solicitations Notification posted in the VBS Solicitation Opens in MFMP in Preview Mode		11/10/2014
Public Meeting: Pre-Reply Conference and MFMP Training Non-Mandatory for Respondents Betty Easley Conference Center 4075 Esplanade Way, Tallahassee, FL 32399	10:00 a.m.	11/19/2014
Last day to register as a new MFMP vendor and join the event before question submission deadline.	2:00 p.m.	11/28/2014
Question Submission Deadline	2:00 p.m.	12/02/2014
Anticipated Date of Questions and Answers Addendum		12/16/2014
Respondents May Begin Submitting Replies	2:00 p.m.	12/16/2014
Last day to register as a new MFMP vendor and join the event before replies are due.	2:00 p.m.	01/02/2015

Event	Time	Date
Replies Due in MFMP Sourcing	2:00 p.m.	01/06/2015
Public Meeting: Reply Opening Non-Mandatory for Respondents 4050 Esplanade Way, Room 101 Tallahassee, FL 32399	2:01 p.m.	01/06/2015
Public Meeting: Evaluation Team Recommendation to Stage 2, Negotiations Non-Mandatory for Respondents 4075 Esplanade Way, Room 180 Tallahassee, FL 32399	2:00 p.m.	01/20/2015
Negotiation Sessions		2/03/2015 – 2/20/2015
Public Meeting: Negotiation Team Recommendation to Award Non-Mandatory for Respondents 4050 Esplanade Way, Room 101 Tallahassee, FL 32399	2:00 p.m.	02/26/2015
Anticipated date to post Notice of Intent to Award.	On or about	03/10/2015
Anticipated Contract Start Date	On or about	4/1/2015

All Events following the Reply Opening are anticipated and subject to change in time, date, and location. Activities during the Evaluation Phase may alter the Timeline of Events. The Department will update the Timeline of Events in an Addendum if any changes occur.

2.3 Public Meetings During the Solicitation

The Department may conduct Public Meetings. Members of the general public, current vendors, potential vendors, and interested persons are invited to attend any Public Meeting. Anyone attending these meetings is requested, but not obligated, to register their attendance in a means provided by the Department at the time and location of the meeting.

Each public meeting will be held according to the Timeline of Events, subsection 2.2.

2.4 Question Submission Period

The Department invites interested and registered vendors to submit questions regarding the solicitation through the MFMP “Messaging” tab (referred to as the “Q&A Board” in PUR 1001)

during the defined Question Submission Period. The Question Submission Period begins in MFMP when the Department publishes a solicitation and closes according to the Timeline of Events, subsection 2.2 of this solicitation.

The purpose of this Question Submission Period is to assist the Department in "...assuring the vendor's full understanding of the solicitation requirements" in accordance with subsection 287.057(2), Florida Statutes, by providing registered vendors with written binding answers to questions about the solicitation.

In order to submit a question, vendors must be registered in MFMP and able to access the 'Messages' tab in the solicitation dashboard per the PUR 1001 Form incorporated into this solicitation by reference in section 3 of the solicitation.

Questions must be submitted via the Q&A Board within MFMP and must be RECEIVED NO LATER THAN the time and date reflected on the Timeline. Questions are to be answered in accordance with the Timeline. All questions submitted is to be published and answered in a manner that all respondents will be able to view. Respondents are not to contact any other employee of the Buyer or the State for information with respect to this solicitation. Each respondent is responsible for monitoring the MFMP site for new or changing information. The Department shall not be bound by any verbal information or by any written information that is not contained within the solicitation documents or formally noticed and issued by the Department's contracting personnel.

2.5 Question and Answer (Q&A) Addendum

The Department will issue an addendum containing the questions submitted by registered vendors and the written binding answers of the Department. This addendum will be issued according to the Timeline of Events, subsection 2.2.

2.6 Additional Addenda

The Department reserves the right to modify this solicitation by issuing additional addenda. Addenda may modify any aspect of this solicitation. Any addenda issued will be posted on the VBS and within MFMP. It is the vendor's responsibility to check for any changes to a solicitation prior to submitting a reply.

2.7 Contract Formation

The Department intends to enter into a Contract with the awarded vendor(s) pursuant to the Selection Methodology in section 5. The Contract will be composed of the following:

- Contract Cover Sheet
- Special Contract Terms and Conditions
- General Contract Conditions
- Statement of Work (SOW)
- Vendor Price Sheets

- Contract Forms
- Other Documentation (as required)

A vendor's reply to this solicitation is its agreement to and waiver of any objections, not already waived by lack of timely proper petition under paragraph 120.57(3)(b), Florida Statutes, regarding the General and Special Contract Terms and Conditions and to the SOW.

2.8 Reply Contents

The Respondent reply is to be organized as directed in subsection 4.4 of this solicitation. Respondents are to complete each section entirely or the Respondent may be deemed nonresponsive.

2.9 Documentation

All documentation supplied by a vendor as part of its sealed reply to this solicitation becomes the exclusive property of the Department upon the Reply Opening listed in the Timeline of Events, subsection 2.2.

2.10 Replacement or Withdrawal of Reply to a Solicitation

A vendor may replace or withdraw a submitted reply to a solicitation at any time prior to the Reply Opening listed in the Timeline of Events, subsection 2.2. See subsection 3.2 for instructions regarding entering and revising replies in MFMP.

2.11 Diversity

The Department is dedicated to fostering the continued development and economic growth of small, minority-, veteran-, and women-owned businesses. Participation of a diverse group of Respondents doing business with the State is central to the Department's effort. To this end, small, minority-, veteran-, and women-owned business enterprises are encouraged to participate in the State's procurement process as both awarded (prime) Respondents and subcontractors under prime contracts.

Companies that desire to be certified as a small, minority-, veteran-, or women-owned business can request certification information from the Department's Office of Supplier Diversity, which can be reached by clicking [here](#).

3 General (PUR 1001) and Special Instructions to Respondents

This section contains the general instructions, special instructions, and helpful information for Respondents.

3.1 General (PUR 1001) Instructions

General Instructions to Respondents (PUR 1001) is incorporated into this solicitation by reference and may be downloaded and viewed by clicking on the link here: [PUR 1001](#)

3.2 Special Instructions

This section contains special instructions regarding MFMP vendor registration, sourcing tips and training information, as well as, information regarding who may respond and how to submit a reply.

3.2.1 MFMP Registration

In order to submit a question or reply, vendors must have a current vendor registration and be listed as 'active' for "Sourcing Events" within the MFMP Vendor Information Portal (VIP). The VIP can be accessed via this link:

<https://vendor.myfloridamarketplace.com/>. The MFMP may be accessed using the following link: <https://sourcing.myfloridamarketplace.com>

Registered State of Florida Vendors: Login using your MFMP Vendor Information Portal username and password to view active solicitations. To see other solicitation information, please go to the VBS. Click [here](#) to go to VBS.

Public Access: If you wish to view active solicitations click the 'Public Access' button. To see other solicitation information, please go to the VBS. Click [here](#) to go to VBS. To participate in a solicitation within MFMP, you must be a registered MFMP vendor. If you are not currently registered with MFMP you must:

1. Create an account through the MFMP VIP.
2. Within MFMP - VIP, indicate on the Solicitations page that you wish to participate in electronic solicitations.
3. Within MFMP - VIP, in the Commodity Selections section, select the commodity codes for the goods and services that your business would like to provide to the State. You will not be informed of events for commodities that you do not select here.

Please Note that changes made in MFMP - VIP, including new registrations, will take effect the following business day. Click [here](#) to register.

All Vendors: Vendors must complete their registration **at least 48 hours** before a reply submission is due.

In order to join an event in MFMP and post questions related to the solicitation, Respondent must review and accept the agreement to use MFMP (see tips below).

3.2.2 Sourcing Tips and Training

- a) After logging into MFMP, “My Events” lists events the Respondent already chose to “Join” (i.e., you intend to submit a formal reply).
- b) “Public Events” lists those events associated with the Respondent’s registered commodity codes listed in their VIP accounts, but the Respondent has not yet “Joined.”
- c) Joining an event moves the event from “Public Events” to “My Events,” allows the Respondent to submit questions about the event, and alerts Respondents to any associated updates (e.g., addenda, event edits, etc.).
- d) Respondents must join an event to submit replies to solicitations.
- e) To respond to a solicitation, respondents must review and accept the electronic agreement on the “Review and Accept Agreement” page. Click the radio button next to, “I accept the terms of this agreement.” The Sourcing acceptance acknowledgement agreement is a general agreement that prospective Respondents accept the broad overall requirements of the solicitation as being focused on the good/service sought, and the general requirements of how the Department seeks delivery of that good/service. It is a preliminary acknowledgement that terms and conditions (T&Cs) are accepted in terms of understanding what the solicitation is calling for, and it is not a legally binding agreement that all T&Cs are accepted as is, without further question, clarification, and negotiations.

MFMP will request that the Respondent acknowledge that all T&C generally described are understood, and accepted for purposes of understanding generally what is being solicited.

No Respondent is bound to the T&C outlined in the solicitation until the final evaluations, award, and Contract occurs.

- f) When responding, save work frequently – at intervals less than 20 minutes. MFMP automatically times out after 20 minutes of inactivity. Any unsaved information will be lost when the system times out.

- g) Clicking the “Save” button within MFMP only saves solicitation replies.
- h) To transmit replies to the state, Respondents must click “Submit Entire Reply.”
- i) After clicking the “Submit Entire Reply” button, Respondents are responsible to verify and validate any submitted reply in MFMP to assure their replies are accurate and complete prior to the reply closing time.
- j) Respondents should allow sufficient time, prior to the Solicitation event period closing, to address any errors and resubmit revised replies.
- k) To validate replies; please do the following before the Solicitation period ends:
 - i. Click the “Reply History” link to confirm that your “submitted” response is visible, and therefore formally submitted.
 - ii. Confirm that a status of “Accepted” displays next to your submitted reply.
 - iii. Click on the Reference number of your submitted reply response to review the submission.
 - iv. Please check the following:
 - ☐ Text boxes – Is your entire answer viewable?
 - ☐ Yes/No questions – Are the displayed answers correct?
 - ☐ Attachments – Will attachments open and are the documents viewable, complete and the correct one for that attachment request?

For questions, please contact the MFMP Customer Service Desk at 1-866-352-3776 or email vendorhelp@myfloridamarketplace.com.

The awarded vendor(s) will be required to pay the required transaction fees as specified in section 14 of the PUR 1000, unless an exemption has been requested and approved prior to the award of the contract, pursuant to subsection 287.042(h), Florida Statutes.

3.2.3 Training

MFMP offers a vendor training guide on the DMS website at: http://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/mfmp_vendors/vendor_toolkit/mfmp_sourcing_3_0_upgrade. Respondents may download the pdf document for review. In addition, MFMP training will be offered to vendors as indicated in subsection 2.2, Timeline of Events.

3.3 Who May Respond

The Department will evaluate replies from Responsive and Responsible vendors that are LSPs, (as defined in this solicitation), which have been approved by Microsoft as LSPs and have at least five years' experience providing Microsoft software licenses, maintenance and services described in this solicitation to other government entities similar in size and buying power to Florida from October 1, 2009 to the present. Respondents must be able to sell Enterprise Agreements (including EES for academic) and Select Plus licensing agreements. Respondents may not satisfy either the LSP requirement or the volume requirement through association with one or more other LSPs or association with other Responsive and Responsible vendors. In addition, to be eligible for award, a Respondent is to demonstrate the capability to perform a statewide contract in the State of Florida, meet the criteria listed in section 4, section 7, and answer "yes" to all Qualification Questions listed in subsection 4.1 of this solicitation.

3.4 How to Submit a Reply

Respondents are to submit their replies electronically via MFMP. The Department will only evaluate replies submitted using MFMP. Respondents are to answer the qualification questions listed in subsection 4.1 in order to be able to submit a reply.

Replies that do not contain all of the requested information may be deemed non-responsive. Fancy bindings, colored displays, and promotional material are not desired. The emphasis of each reply is to be on completeness and clarity of content, prepared simply and economically, providing a straightforward, concise delineation of the respondent's capabilities to satisfy the requirements of this ITN.

Respondents are responsible for submitting their replies by the date and time specified in the Timeline of Events located in subsection 2.2 of this solicitation. **The Department will not consider late replies.**

3.5 Additional Information

By submitting a reply, the vendor certifies that it agrees to and satisfies all criteria specified in the solicitation. The Department may request, and a Respondent is to provide, supporting information or documentation. Failure to supply supporting information or documentation as requested may result in the vendor being determined to not be a responsive vendor and their replies not being evaluated.

3.6 Alternate Reply

Respondent may only submit one reply. Within the reply the Respondent is to submit pricing and discounts as provided in the Vendor Price Sheet. The Department seeks each Respondent's single-best Reply for the State of Florida as outlined in the ITN, specifically section 4, Vendor Submission, and section 7, Statement of Work.

4 Vendor Submission

Section 4 of this solicitation contains the substance of the requested reply. Although vendors are to read and consider this entire solicitation, responding vendors will submit and provide documentation only as required in this section. Respondents are to answer all questions and submit all documentation requested as part of this section, in accordance with the instructions presented for each subsection.

4.1 Qualification Questions

Responding vendors shall submit a Yes/No Reply to the following Qualification Questions within MFMP. A responding vendor must meet the qualifications identified and certify their compliance with the requirements in the following Qualification Questions in order to be considered Responsible and Responsive for award.

Vendors must answer all qualifying questions truthfully. **VENDORS THAT ANSWER 'NO' TO ANY OF THE QUALIFICATION QUESTIONS WILL BE CONSIDERED NON-RESPONSIVE AND THEIR REPLIES WILL NOT BE EVALUATED.**

Qualification Questions	
Question 1	Does Respondent certify that the person submitting the reply is authorized to submit a reply on behalf of their company?
Question 2	Does the Respondent certify that their company is an authorized LSP for Microsoft software licenses, maintenance and services?
Question 3	Does the Respondent certify that it has at least five years' experience providing Microsoft software licenses, maintenance and services described in this solicitation to other government entities similar in size and buying power to Florida from October 1, 2009 to the present?
Question 4	Does Respondent certify that it is not a Discriminatory Vendor or Convicted Vendor as defined in sections 7 and 8 of the PUR 1001?
Question 5	Does Respondent certify that it is not on the Suspended / Complaints to Vendor lists? Click on this link to confirm: lists

Question 6	Does Respondent certify that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List pursuant to section 215.473 , Florida Statutes?
Question 7	Does Respondent certify its representation that all the statements contained within section 9 of PUR 1001 (Respondents Representation and Authorization) are true as applied to Respondent?
Question 8	Does the Respondent certify that it will, if awarded, submit to the Department, at least annually, a completed and signed Preferred Pricing Affidavit as outlined in subsection 4.4.1.5 and required by 6.10?
Question 9	Does the Respondent certify that it has an ACTIVE registration with the Florida Department of State, Division of Corporations?

4.2 Vendor Price Sheets

Pricing replies (government and academic) are to be organized as directed in in section 4.4.1.5, Vendor Price Sheet Submission. Responding vendors are to submit complete replies as specified in the “Vendor Price Sheet” or the responding vendor may be determined a non-responsive vendor and its reply may not be evaluated. Please attach the Vendor Price Sheet(s) as directed in the “Pricing Reply” link provided in subsection 4.5.

In addition to providing the required Reply information within the Vendor Price Sheet, the responding vendor agrees and confirms that they have not altered the information, specifications, and contents of the Vendor Price Sheet, as created by the Department. Any alteration of the Vendor Price Sheet specifications or contents may result in the Respondent not being considered a Responsive Respondent and their replies not evaluated.

Please upload completed Vendor Price Sheet(s) as indicated in subsection 4.5 of this solicitation document.

4.3 Documentation

Respondents are to upload an electronic copy of the requested documentation in the following sections. The following conditions apply to each item in this section:

- In the case where the Department provides an attachment (i.e. “Download the Worksheet / Price Sheet / Form) that is able to be electronically filled in, responding

vendors are to download the attachment, fill it out, and then attach the completed copy in the link provided in section 4.5, Vendor Reply Upload, within MFMP.

- In the case of original or signed documentation, responding vendors may attach scanned copies of original documents.
- In the case where multiple original or signed items are requested, please combine multiple scanned items into a single PDF attachment.
- MFMP accepts files up to 20 Megabytes in size.

4.3.1 Reply Format

Respondent is to provide, in subsection 4.5.3, Upload Tab 2, a response that is specific to section 7 of this ITN. The Respondent is to respond to this section by inserting their reply immediately below the text of each numbered provision and respond to each sub-provision of sections 7.6 to 7.21 with one of the following:

a. **Agreed**

Where the term is acceptable as stated.

b. **Modification Proposed**

Where Respondent is unable to accept the term as stated but will accept a modification of the term. Respondent must provide: (1) the reason for its inability to accept the term as stated and (2) modified language which would be acceptable.

c. **Not Agreed**

Where the term is completely unacceptable to Respondent and no modification is possible. Respondent must state the reason such term is unacceptable.

Paragraphs in section 7 identified with a reply of “Modification Proposed” or “Not Agreed” may be discussed during negotiation sessions, if the respondent is promoted during the initial evaluation period to the negotiations stage. The Department reserves the right, but does not intend, to negotiate any other section of the solicitation except for price. However, the Department reserves the right to modify, when in the best interest of the state and within the scope of the ITN, by addition or deletion, terms and conditions during the negotiation process.

4.4 Contents of Reply

Respondents are to submit their reply in the following format with all information indicated in each section below. (See subsection 4.5 for upload instructions.)

4.4.1 Technical Information

Replies are to be organized in sections as directed below. Respondents are to complete each section entirely or the Respondent may be deemed non-responsive. Submit the following sections of the Reply as a single attachment through the MFMP.

The Reply is to be organized as follows:

4.4.1.1 Tab 1 Company Information

Tab 1 is to contain the following information:

- a) Company name and address(es)
- b) The company's principle place of business
- c) An executive summary of the reply. (Do not include any pricing information in the executive summary.)
- d) Contractor Information Worksheet, Attachment 1

Respondent is to submit one completed Attachment 1 with the reply. This form identifies persons responsible for answering questions about the reply and administering the Contract. The Worksheet can be downloaded as indicated below. Respondents are to fill out the Worksheet and upload it at the link provided in subsection 4.5.

DOWNLOAD ATTACHMENT 1, THE CONTRACTOR INFORMATION WORKSHEET

- e) Ordering Instructions, Attachment 2

The Respondent is to submit one completed Attachment 2 with the reply. This form identifies the contact information, phone numbers, remit to address, and any special instructions necessary for Customers to successfully place an order with Respondent. The form can be downloaded below. Respondents are to fill out Attachment 2 and upload it at the link provided in subsection 4.5.

DOWNLOAD ATTACHMENT 2, ORDERING INSTRUCTIONS

- f) Authorization to Do Business in Florida

Vendors who wish to conduct business in the State of Florida must be registered with the Florida Department of State, Division of Corporations. Licensing Solutions Providers responding to this solicitation must have an ACTIVE registration listed on the website at www.sunbiz.org. Active registration must be maintained throughout the term of the Contract. The active registration requirement includes any "doing business as" (dba) fictitious names that the Respondent intends to use in the Contract.

4.4.1.2 Tab 2 Experience and Ability to Provide Microsoft Software

Tab 2 is to contain the following information:

- a) Brief history of the company
- b) Company's organizational chart

Respondent is to provide information regarding their company organization as it pertains to this solicitation (i.e. Contract Manager, Contract Manager's supervisor, support staff for licensing, support staff for services, sales staff, etc.). Respondent is to include the name of the individual filling each of the top level positions and their contact information.

- c) Prior Work Experience

Respondent is to provide information regarding prior work experience with similar contracts or services and must be able to demonstrate that they have operated as a Microsoft LSP, in a government setting, providing Microsoft software and services as defined in subsection 1.4.14 of this solicitation.

- d) LSP Experience

The Respondent must be able to provide documentation to support their status as a LSP for Microsoft software for the State of Florida Eligible Users as outlined in this solicitation. Documentation must demonstrate Respondent is certified by Microsoft as a LSP and that LSP has a minimum of five (5) years' experience providing Microsoft software licensing, maintenance and services to government entities in size and buying power to Florida from October 1, 2009 to the present. Experience may be combined from multiple accounts within that time period.

- e) Expertise

Respondent's expertise is to be detailed as outlined below and will be evaluated based upon the Respondent's ability to demonstrate those abilities as shown in section 5.6, Evaluation Criteria and Scoring, in the following areas:

1. Knowledge of Microsoft Licensing and Agreements

Respondents are to demonstrate a strong knowledge of Microsoft licensing processes and procedures and an ability to explain those processes and procedures in layman's terms so that all Customers will have a clear expectation and understanding. To demonstrate this ability, Respondents are to provide a sample explanation of a standard licensing agreement as part of their reply to this section.

Respondent is to provide information to demonstrate their knowledge of Microsoft licensing and the associated agreements (Select Plus, EA, and EES) and their experience in managing these various types of agreements in a government and academic setting. Information may include training completed, Microsoft course certifications, contracts previously managed, documentation of licensing specialists within the Respondent's organization and any other information the Respondent deems necessary to fully demonstrate their ability to provide information to Customers regarding the various types of Microsoft licenses in a clear and concise manner.

2. Microsoft Core Competencies, Attachment 3
Respondent is to download and submit a completed Attachment 3 and provide supporting documentation as identified in section 7.5, LSP Competencies.

Download Attachment 3, Microsoft Core Competency Checklist

3. Knowledge of Government and Agencies
Respondent is to document their understanding of government purchasing processes and lead time requirements with regard to the LSP's ability to provide Microsoft software licenses and associated services to government and academic entities and document their understanding and experience in working with various government agencies and OEUs in order to demonstrate that Respondent is fully capable of working with all Eligible Users, which are made up of various sizes, requirements, and purchasing needs (centralized and decentralized purchasing procedures).
4. License Management
Respondent is to document their detailed proposed plan for managing all Microsoft software licenses sold under the Contract as described in section 7.6.2, License Management.
5. Subject Matter Experience
Respondent is to provide documentation to demonstrate that they are an expert in providing Microsoft software licenses and services. Documentation may include special knowledge or skills maintained by Respondent, the number of employees within the Respondent's organization capable of meeting the various needs of the state as detailed within this ITN, awards received related to Microsoft software achievements, and any other documentation Respondent wishes to provide to demonstrate that they are the best vendor to provide Microsoft software licensing and services to the State.

6. Customer Service

Respondent is to provide their definition of good customer service as it relates to a potential contract and explain their plan to provide the best possible customer service to all state agencies and OEU's, provide a plan to monitor the customer service provided to Eligible Users by Respondent's staff and sales team, and a plan for corrective measures to ensure Respondent can maintain the highest quality of customer service possible.

7. Training and Instruction

Respondents are to document a training and instruction plan that clearly demonstrates the LSP's ability to provide, implement, and monitor their proposed training and instructions for each of the items listed below and detailed in section 7.6.4, Training and Instruction:

a) Microsoft Certified Training for Resellers

Respondent is to provide documentation to demonstrate completion of all Microsoft Certification Training (MCT). Documentation of training certification is required for this solicitation. See section 7.6.4.1 for additional information.

b) Customer Training

Respondent is to provide training to customers on the various Microsoft software, licenses, maintenance and services. Training may be web-based, classroom instruction, tip sheets, individualized or in any other method appropriate for Microsoft software, licenses, maintenance and services.

c) Staff Training

Respondent is to provide documentation of the types of training it will employ to ensure that their staff are knowledgeable of Microsoft software licenses, maintenance and services and can provide information to Eligible Users in a way that is easily understandable to assist Eligible Users in making the appropriate licensing decisions for their agency, to provide excellent customer service, to ensure that sales to Eligible Users align with contract requirements and approved Florida Pricing, and to ensure that all staff dealing with Eligible Users have a thorough understanding of the Contract requirements (once awarded).

8. Transition Plan

Respondent is to provide a transition plan that details how the Respondent will assist customers during the transition from the incumbent under Contract 252-001-09-1, to the awardee under this solicitation as an onboarding process and is

to provide an exit strategy from the Contractor under this solicitation to any potential new vendor at the end of the contract term.

Plan details are to, at a minimum, include the following:

- Transition of customer information from incumbent to awardee;
 - Customer location and contact information
 - Customer licenses owned and licenses purchased
 - Customer Agreement expiration dates
 - Any particular Customer issues or concerns for which the awardee should be aware
- Agreement tracking process to assist Customers in ensuring that there are no lapses in Customer agreements with regard to renewals;
- Risk mitigation processes and procedures; and
- Communications plan.

f) Software Publisher's Certification, Attachment 4

Respondent is to submit one completed, signed and dated, Attachment 4, to the Department electronically using MFMP as part of their Reply. The Attachment 4 form must certify that the Respondent is directly authorized by Microsoft to provide the software licenses, maintenance and services contained in Respondent's reply. Attachment 4 is to be executed by an authorized Microsoft representative only and may not be completed by the LSP. LSP agreements will not be accepted in lieu of a Software Publisher's Certification form.

Download Attachment 4, Software Publisher's Certification

g) Reply to Statement of Work, sections 7.6 – 7.23

The Respondent is to submit their reply to section 7 as outlined in subsection 4.3.1 above.

Failure to provide all of the required documentation and corresponding information noted in Tab Two with the Reply may result in the Respondent being deemed non-responsive.

4.4.1.3 Tab 3 References and Past Performance

a) References:

Respondent is to provide a minimum of five governmental and/or academic references for Microsoft software sold in the United States in the last twenty-four months. References provided should support the Respondent's ability to meet the needs of Eligible Users under a Florida STC. References are to include the

following: the name of the agency, university, city, county or school board, contact information and indicate the specific software product or services and where it was purchased. Failure to supply the required documentation may result in disqualification of the reply.

References are to pertain to current and ongoing software sales or services or those that were completed prior to October 1, 2014. References are not to be given by:

- 1) Persons employed by the Department within the past three years.
- 2) Persons currently or formerly employed or supervised by the Respondent or its affiliates.
- 3) Board members within the Respondent's organization.
- 4) Relatives of any of the above.

Each reference is to include the following information:

- 1) Company name, address, name of principal contact, telephone number, Email address, contract number, contract term, description of contract, and contract dollar value.
- 2) References will be contacted by the Department and asked the questions identified in the Reference document.
- 3) Respondents are to download the attached Reference form and complete the top section of the reference form. (The form may be duplicated for each reference provided. Completed forms may be combined and attached as one document.)

b) Past Performance, Attachment 5

Vendor past performance will be considered as part of the evaluation process and will be assessed during the reference checks identified in subsection 4.4.1.3.a, References, and in section 5.6, Evaluation Criteria and Scoring. Past performance questions listed on Attachment 5 will enable the Department to determine the Respondent's ability to perform with regard to this solicitation.

DOWNLOAD ATTACHMENT 5, REFERENCE/PAST PERFORMANCE

4.4.1.4 Tab 4 Disputes

Respondents are to identify all contract disputes Respondent (including its affiliates, subcontractors, agents, etc.) has had with any customer, including Eligible Users, within the last five years related to contracts under which Respondent provided commodities or services in the continental United States on an enterprise level. The

term “contract disputes” means any circumstance involving the performance or non-performance of a contractual obligation that resulted in any of the following actions:

- a) The institution of any judicial or quasi-judicial action against Respondent as a result of the alleged default or defect in performance; or
- b) The assessment of any fines or liquidated damages under such contracts.

For each dispute, Respondent is to list the following information:

- a) Identify the contract to which the dispute related;
- b) Explain what the dispute related to; and
- c) Explain whether there was a resolution of the dispute and provide a brief summary of the resolution. Additional supporting documentation may be requested as needed.
- d) If the dispute is ongoing, identify the status of the dispute.
- e) If the dispute could in any way affect the Respondent’s ability to perform on any resulting contract for this solicitation, Respondent must provide additional information regarding any potential impact as well as Respondent’s mediation plan.

If the Respondent has had no disputes during the timeframe identified, the Respondent is to provide a signed, notarized statement indicating that the vendor has no current disputes with any customers and the vendor has not had any contract disputes with any of its vendors in the past five years.

4.4.1.5 Tab 5 Financial and Industry Standing and Strength

Each Respondent is required to provide information regarding its “Financial and Industry Standing and Strength” in order to demonstrate that it is financially stable, in good standing with creditors and Microsoft, and has the resources necessary to provide software licenses, maintenance and perform the services outlined in this ITN on a statewide basis.

a) Financial Statements

Respondents are to include financial statements for the last three full-calendar years, prepared in accordance with Generally Accepted Accounting Principles. (Financial documentation may be combined into one file and uploaded as one document.)

- i. DMS will consider the Respondent's financial viability to perform the services outlined in this ITN.
- ii. DMS will base the consideration of the Respondent's financial viability on the Financial Statements. DMS will find Respondent's financial viability acceptable or unacceptable based upon the financial strength of the company.
- iii. Financial status will not be scored.

b) Vendor Price Sheet Submission, Attachment 6

Pricing information is identified in section 7.13, Pricing and Minimum Orders, of the ITN. Associated forms are listed below.

Respondents are to complete, and are not to alter the format of, Attachment 6 as indicated in the instructions tab on the form.

DOWNLOAD A BLANK COPY OF ATTACHMENT 6, VENDOR PRICE SHEET

c) Preferred Pricing Affidavit, Attachment 7

Contractors are to submit to the Department, at least annually, a copy of the completed Attachment 7 as required in subsection 6.10, Preferred Price Affidavit Requirement, of this solicitation document.

DOWNLOAD A BLANK COPY OF ATTACHMENT 7, PREFERRED PRICING AFFIDAVIT

d) Savings / Price Reductions, Attachment 8

Respondent are to submit one accurately completed Attachment 8 with their Reply containing the Microsoft software and services offered to the State of Florida and a method(s) for the Department to verify the savings information provided. Attachment 8 will not be used to determine award, only to verify the Savings / Price Reductions being offered. Attachment 8 is to be submitted to the Department electronically using MFMP.

DOWNLOAD ATTACHMENT 8, SAVINGS / PRICE REDUCTIONS

4.4.2 Other Required Documentation

a) Department of State Registration Form (Statement of Good Standing)

Respondent is to submit a copy of its active registration (www.sunbiz.org) with the Department of State, which authorizes the company to do business in Florida.

b) Certification Forms

In the event that the Department's evaluation results in identical evaluations of replies, the Department will select a Respondent based on the criteria identified in subsections 287.187(4), 287.057(11), Florida Statutes and Rule 60A-1.011, F.A.C. Please provide the following documentation, if applicable.

- Certification of Drug-Free Workplace, Attachment 9 (required for all vendors)
- Certification of Minority Business (optional)
- Certification of Wartime or Service Disabled Veteran (optional)

DOWNLOAD A COPY OF ATTACHMENT 9, CERTIFICATION OF DRUG-FREE WORKPLACE

If these do not apply to your company, please upload a document with a statement to that effect.

c) Purchase Orders/ Invoices

All respondents are to provide a minimum of three purchase orders or invoices with the reply package to document the sales of software similar to those listed in the Respondent's reply. Purchase orders or invoices are to indicate the date the order was received and the date the order was shipped to the Customer. Purchase orders provided should be comparable or represent a typical order that would be placed by a state agency or eligible user (i.e. city, county or school). Purchase orders may, but are not required to, match the references cited above.

d) E-Verify

Respondent must also provide Employment Verification (E-Verify) information per subsection 6.11 of this solicitation. The Respondent is to include a screenshot of the E-Verify company information registration page.

e) Emergency Situations, Attachment 10

Respondent is to provide a completed copy of Attachment 10.

DOWNLOAD A COPY OF ATTACHMENT 10, EMERGENCY SITUATIONS

f) Scrutinized Company Certification, Attachment 11

Respondent is to provide a completed copy of Attachment 11.

DOWNLOAD A COPY OF ATTACHMENT 11, SCRUTINIZED COMPANY CERTIFICATION

4.5 Vendor Reply Upload

Respondent is to upload their complete reply as follows. (Be sure to include all completed forms for this section.)

- 4.5.1 Upload Tab 1, Company Information reply.
(Company information, Attachment 1, and Attachment 2)
- 4.5.2 Upload Tab 2, Experience and Ability reply
(Company History, Company Organization Chart, and Prior Work Experience, LSP Experience, Expertise, Attachment 3 and supporting documentation, Attachment 4, and MCT certifications)
- 4.5.3 Upload Tab 2, Experience and Ability reply
(Reply to section 7 as identified in section 4.3.1, Reply Format, and subsection 4.4.1.2, Experience and Ability to Provide Microsoft Software.)
- 4.5.4 Upload Tab 3, References/Past Performance reply
(Attachment 5)
- 4.5.5 Upload Tab 4, Disputes reply
- 4.5.6 Upload Tab 5, Financial reply
(Financial Statements)
- 4.5.7 Upload Tab 5, Financial, Pricing reply
(Attachment 6)
- 4.5.8 Upload Tab 5, Financial reply, Other Forms
(Attachment 7 and Attachment 8)
- 4.5.9 Upload Tab 5, Financial, Other Required Documents
(Statement of Good Standing, Certifications, Attachment 9, Attachment 10, E-Verify Information, Attachment 11, and Purchase Orders.)
- 4.5.10 Upload Additional Information
(Upload any additional information pertinent to Respondent's submission such as software licenses, maintenance and services literature as applicable.)

4.6 Redacted Submissions

The following subsection supplements section 19 of the PUR 1001. If a responding vendor considers any portion of the documents, data or records submitted in reply to this solicitation to be confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, Respondent must mark the document as "Confidential" and simultaneously provide the Department with a separate redacted copy of its reply and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy is to contain the Department's solicitation name, number, and

the name of the responding vendor on the cover, and is to be clearly titled "Redacted Copy." The Redacted Copy should only redact those portions of material that the Respondent claims are confidential, proprietary, trade secret or otherwise not subject to disclosure.

In the event of a request for public records pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, to which documents that are marked as confidential are responsive, the Department will provide the Redacted Copy to the requestor. If a requestor asserts a right to the Confidential Information, the Department will notify the responding vendor such an assertion has been made. It is the responding vendor's responsibility to assert that the information in question is exempt from disclosure under Chapter 119 or other applicable law. If the Department becomes subject to a demand for discovery or disclosure of the Confidential Information of the responding vendor in a legal proceeding, the Department will give the responding vendor prompt notice of the demand prior to releasing the information (unless otherwise prohibited by applicable law). The responding vendor is to be responsible for defending its determination that the redacted portions of its reply are confidential, proprietary, trade secret, or otherwise not subject to disclosure.

By submitting a solicitation, the responding vendor agrees to protect, defend, and indemnify the Department for any and all claims arising from or relating to the responding vendor's determination that the redacted portions of its solicitation are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If the responding vendor fails to submit a redacted copy of information it claims is confidential, the Department is authorized to produce the entire documents, data, or records submitted to the Department in answer to a public records request for these records.

4.6.1 Redacted Copies

Please attach any Redacted Copies.

4.7 Informational Forms

The following forms are for information purposes only and are not required to be completed and returned with the reply submission.

4.7.1 Vendor Checklist

This form is a checklist to assist Respondents in ensuring that all required parts of the reply have been gathered, completed and submitted in the appropriate section of the reply.

DOWNLOAD A COPY OF THE VENDOR CHECKLIST

4.7.2 Quarterly Reporting Form

This form is a sample of the form that must be submitted at the end of each quarter as outlined in subsection 7.18, Reporting.

DOWNLOAD A COPY OF THE QUARTERLY REPORTING FORM

4.7.3 Product Update Form

This form is a sample of the form that must be submitted when reporting software licenses, maintenance and services changes as detailed in subsections 7.16, New Software licenses, maintenance and services Additions, and 7.17, Product Deletions/Modifications, of the ITN.

DOWNLOAD A COPY OF THE PRODUCT UPDATE FORM

4.7.4 Sample Contract

This is a sample of a potential contract document. The final contract will be provided to awarded Respondents after the notice of contract award has been posted. The Contract will become effective upon the last date signed.

DOWNLOAD A COPY OF THE SAMPLE MICROSOFT CONTRACT

4.7.5 Timeline of Events

The Timeline of Events, subsection 2.2, contains all of the pertinent times and dates connected with this solicitation. Respondents should become familiar with this document. The dates and times within the Timeline of Events may be subject to change. All changes to the Timeline of Events will be noticed through an Addendum to the solicitation posted to the VBS and added to the solicitation in MFMP. It is the responsibility of the Respondent to check for any changes in both locations.

FOR CONVENIENCE, DOWNLOAD A COPY OF THE TIMELINE OF EVENTS

4.7.6 Complete Copy of the ITN

Respondents may download a copy of the complete ITN for review and reply purposes. For convenience, a PDF and Word version is provided.

Download a copy of the complete ITN

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5 Selection Methodology

This section describes the methodology that the Department will use to select and award a contract to a responding vendor(s).

The Respondents' reply submission will be evaluated based upon the following:

- Initial Evaluation (Responsive/Responsible criteria)
- Expertise
- Capacity
- Price
- Past Performance

5.1 Expertise

Respondent's expertise will be evaluated (see section 5.6) to determine their understanding and ability to provide all Microsoft agreements for Government and Academic entities, as outlined in subsection 4.4.1.2, Tab Two, Experience and Ability to Provide Microsoft Software.

5.2 Capacity

Respondents will be evaluated based on their demonstrated ability to provide coverage for all State of Florida Eligible Users as defined within this solicitation and as outlined in the Statement of Work, section 7.

5.3 Price

Respondent pricing will be evaluated to determine the best pricing provided to the State of Florida for Government and Academic entities.

For evaluation purposes, the Vendor Price Sheets will include specific Select Plus and Enterprise Agreement software or software bundles for which all Respondents must provide pricing. The State of Florida Price column for contract years 1 – 3 will be totaled for each tab (Government Select Plus, Government Enterprise, Academic Select Plus, and Academic EES). Then, each tab total will be summed to determine the total price proposed by each Respondent. Points will be awarded (see section 5.6) based on the lowest sum total to the highest sum total. During negotiations, pricing proposed for all contract years will be discussed and considered as part of the best value determination.

Respondents may also provide other Microsoft software as part of their reply; however, discounts offered for the evaluation software lists are to apply to all software proposed. Proposed pricing will be compared to other vendor submissions and vendors will be separately ranked from lowest to highest for Select Plus (government), lowest to highest for Enterprise Agreement pricing (government) and lowest to highest for Select Plus (academic) and lowest to highest for EES (academic). See section 5.6 for examples of ranking process.

5.4 Past Performance

Respondent's past performance will be evaluated as outlined in subsection 4.4.1.3, Tab Three, References and Past Performance, and in section 5.6, Evaluation Criteria Scoring.

5.5 Value-added Services

Value-added Services will also be considered during the negotiation stage along with the Respondent's expertise capacity, price and past performance. The Department reserves the right to not award proposed services, if proposed services are out of scope of this ITN or if the Respondent cannot demonstrate to the Department's satisfaction their ability to provide such services to the State.

5.6 Evaluation Criteria Scoring

Respondent replies are to be evaluated using the following scale.

Performance Measure	Total Possible Points	Maximum Points
Price	<ul style="list-style-type: none">• Lowest Price = 60 points• 2nd Lowest Price = 45 points• 3rd Lowest Price = 30 points• 4th Lowest Price = 15 points• 5th Lowest Price = 10 points• 6th Lowest Price = 5 points• All Other Prices = 1 point	60 points
Expertise (see section 4.4.1.2 for detail) <ul style="list-style-type: none">• Knowledge of Microsoft Agreements and Core Competencies• Customer Service• Knowledge of Government and agencies• License Management• Subject Matter Expertise• Training and Instruction• Transition Plan	Scale of 1 – 10 for each item <ul style="list-style-type: none">• Demonstrated high knowledge and ability = 10 points• Demonstrated some knowledge and ability = 5 points• Demonstrated little knowledge and ability = 1 point• Demonstrated no knowledge or ability = 0 points	70 points
Capacity <ul style="list-style-type: none">• Demonstrates ability to cover the entire State of Florida for all eligible users	<ul style="list-style-type: none">• Coverage of entire state = 100 points• Partial coverage = 0 points	100 points

Past Performance Reference responds "Yes" to 9 of 15 questions.	<ul style="list-style-type: none"> Each reference meeting the minimum criteria = 20 Points Each reference that does not meet the minimum criteria = 0 points 	100 points
Total Possible Points		330

Scoring Example:

Step 1

A total score will be calculated for each reply by each individual Evaluator.

Vendor	Evaluator A Points	Evaluator B Points	Evaluator C Points
Respondent 1	330	330	325
Respondent 2	245	260	241
Respondent 3	305	310	276
Respondent 4	210	210	202
Respondent 5	77	77	75

Step 2

The Evaluator scores will be reviewed and averaged to determine the competitive range and Evaluators will determine which vendors will move forward to negotiations based on the range established. The Department reserves the right to negotiate concurrently or separately with selected Respondents.

Vendor	Evaluator A Points	Evaluator B Points	Evaluator C Points	Average Points
Respondent 1	330	330	325	328
Respondent 2	245	260	241	249
Respondent 3	305	310	276	206
Respondent 4	210	210	202	207
Respondent 5	77	77	75	76

5.7 Basis of Award

After negotiations are completed, the Negotiation team will rank the Respondents based upon their capacity, demonstrated ability to provide expertise, best pricing, and past performance.

The Department reserves the right to make a single award or to make multiple awards to Responsive and Responsible Respondents as determined to be in the best interest of the State

of Florida, and to accept or reject any and all offers, or separable portions, and to waive any minor irregularity, technicality, or omission if the Department determines that doing so will serve the State of Florida's best interests.

Any outstanding transaction fees owed or open reports listed in MFMP must be resolved to the Department's satisfaction prior to entering into any contract.

5.8 Reply Disqualification

Replies that do not meet all requirements, specifications, terms, and conditions of the solicitation or fail to provide all required information, documents, or materials may be rejected as not responsive. Respondents whose replies, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of a contract may be rejected as not responsible. The Department reserves the right to determine which replies meet the requirements of this solicitation, and which Respondents are Responsive and Responsible.

5.9 Identical Evaluations of Replies

In the event that the Department's evaluation results in identical evaluations of replies, the Department may elect a respondent based on the criteria identified in subsections 287.057(11), 295.187(4), Florida Statutes, and Rule 60A-1.011, Florida Administrative Code, where applicable.

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6 General (PUR 1000) and Special Contract Terms and Conditions

This section contains the General Contract Conditions and the Special Contract Conditions for this solicitation.

6.1 PUR1000

General Contract Conditions, PUR 1000, is incorporated by reference and may be downloaded and viewed by clicking on the link here: [PUR 1000](#).

6.2 Special Contract Conditions

Respondents must meet the following special contract conditions:

6.2.1 Electronic Invoice

The Contractor is to supply electronic invoices in lieu of paper-based invoices for those transactions processed through the MFMP. Contractor agrees, upon Department's request, to establish electronic invoicing within ninety (90) days of written request. Electronic invoices are to be submitted to the Customer through the Ariba Network (AN) in one of three mechanisms as listed below.

6.2.1.1 Commerce eXtensible Markup Language (cXML)

This standard establishes the data contents required for invoicing via cXML within the context of an electronic environment. This transaction set can be used for invoicing via the AN for catalog and non-catalog goods and services. The cXML format is the Ariba preferred method for electronic invoicing.

6.2.1.2 Electronic Data Interchange (EDI)

This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an EDI environment. This transaction set can be used for invoicing via the AN for catalog and non-catalog goods and services.

6.2.1.3 Purchase Order (P.O.) Flip via Ariba Network (AN)

The online process allows suppliers to submit invoices via the Ariba Network (AN) for catalog and non-catalog goods and services. Contractors have the ability to create an invoice directly from their Inbox in their AN account by simply "flipping" the P.O. into an invoice. This option does not require any special software or technical capabilities.

For the purposes of this section, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third party provider of MFMP, a State Contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within the system the information outlined above. In addition, the Contractor warrants and represents that it is authorized and empowered

to and hereby grants the State and the third party provider the right and license to reproduce and display within the system the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the software licenses, maintenance and services made available by the Contractor under the Contract.

The Contractor will work with the MFMP management team to obtain specific requirements for the Electronic Invoicing upon contract award.

6.2.2 Catalog Specifications (Services included, if applicable)

Vendor Price Sheets submitted by an awarded vendor with the solicitation are incorporated into the Contract as a software licenses, maintenance and services Catalog. Any additional terms and conditions contained in the Catalog will not apply to the Contract.

6.2.3 Purchasing Card Program

Contractor must accept the Universal card format Purchasing Cards (e.g., American Express, MasterCard, and Visa). However, the Purchasing Card is not the exclusive method of payment (e.g., Purchase Order). The method of ordering and payment (e.g., Purchase Order, Purchasing Card) is to be selected by the Eligible User.

6.2.4 Compliance with Laws

The Contractor is to comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and authority. For example, Chapter 287, of the Florida Statutes and Rule 60A of the Florida Administrative Code govern the Contract. The Contractor is to comply with section 274A of the Immigration and Nationalization Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of any such applicable laws, roles, codes, ordinances and licensing requirements, may be grounds for Contract termination.

6.2.5 Liability and Worker's Compensation Insurance

During the Contract term, the Contractor at its sole expense is to provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract, which, at a minimum, is to be: workers' compensation and employer's liability insurance per Florida statutory limits (currently \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate) covering all employees engaged in any Contract work; commercial general liability coverage on an occurrence basis in the minimum amount of \$500,000 (defense cost is to be in excess of the limit of liability), naming the State as an additional insured; and automobile liability insurance covering all vehicles, owned or otherwise, used in the Contract work, with minimum combined limits of \$500,000, including hired and non-owned liability,

and \$5,000 medical payment. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor and is of the essence of the Contract. The Contract is to not limit the types of insurance Contractor may desire to obtain or be required to obtain by law. The limits of coverage under each policy maintained by the Contractor are not to be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies is to be through insurers authorized to write policies in Florida.

6.2.6 Detail of Bills

Contractor is to submit bills for fees or other compensation for services or expenses in detail sufficient enough for a proper pre-audit and post-audit. The Department reserves the right to request additional documentation.

6.2.7 Bills for Travel

Bills for travel expenses, if permitted, are to be submitted in accordance with section 112.061, Florida Statutes.

6.2.8 Public Records

The Contractor shall allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the Contract, unless the records are exempt from section 24(a) of Article I of the State Constitution or subsection 119.07(1), Florida Statutes. The Department may unilaterally terminate the Contract if the Contractor refuses to allow public access as required in this section.

If, under the Contract, the Contractor is providing services and is acting on behalf of the Department as provided under subsection 119.011(2), Florida Statutes, the Contractor, subject to the terms of paragraph 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, is to:

- a) Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the service.
- b) Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d) Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or

confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.

Please see section 4.6, Redacted Submissions, for additional guidance with regard to public records requests.

6.2.9 Intellectual Property

The parties do not anticipate that any Intellectual Property will be developed or created as a result of the Contract. However, in such case as it is developed or created, any Intellectual Property developed or created as a result of the Contract will belong to and be the sole property of the State of Florida. This provision will survive the termination or expiration of the Contract.

6.10 Preferred Price Affidavit Requirement

The Department will provide the Preferred Pricing Affidavit, incorporated by reference, for completion by an authorized representative of the Contractor attesting that the Contractor is in compliance with the preferred pricing provision in section 4(b) of the PUR 1000 form. The Contractor agrees to submit to the Department, at least annually, the completed Preferred Pricing Affidavit. (See section 4.4.1.5 and 4.5.8 for form and submittal information.)

6.11 Employment Verification (E-Verify)

Pursuant to State of Florida Executive Order Number 11-116, Contractor is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify eligibility of all new employees hired by the Contractor to work in the U.S. during the Contract term. Also, Contractor is to include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the Contract utilize the E-Verify system to verify the eligibility of all new employees hired by the subcontractor to work in the U.S. during the Contract term. (See section 4.4.2 and 4.5.9 for additional information.)

6.12 Scrutinized Company List

Pursuant to subsection 287.135(5), F.S., by signing a contract or renewal of a contract where the value exceeds \$1 million to which this clause is attached, the Respondent or Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, F.S.

Pursuant to subsection 287.135(3)(b), F.S., Department may immediately terminate any contract for cause if the Contractor is found to have submitted a false certification

under subsection 287.135(5), F.S., or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the Contract.

6.13 Commitment to Diversity in Government Contracting

The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by minority-, women-, wartime-, and service-disabled veteran business enterprises in the economic life of the State. The State of Florida Mentor Protégé Program connects minority-, women-, wartime-, and service-disabled veteran business enterprises with private corporations for business development mentoring. We strongly encourage firms doing business with the State of Florida to consider this initiative. For more information on the Mentor Protégé Program, please contact the Office of Supplier Diversity at (850) 487-0915 or osdhelp@dms.myflorida.com.

Upon request, the Contractor is to report to the Department, spend with certified and other minority business enterprises. These reports will include the period covered, the name, minority code and Federal Employer Identification Number of each minority vendor utilized during the period, commodities and services provided by the minority business enterprise, and the amount paid to each minority vendor on behalf of each purchasing agency ordering under the terms of this Contract.

6.14 Business Review Meetings

The Department reserves the right to schedule business review meetings as frequently as necessary. The Department will provide the format for the agenda. Prior to the meeting, the Contractor is to provide input for the agenda to the Department for review and acceptance. The Contractor is to address the agenda items and any of the Department's additional concerns at the meeting. Failure to comply with this section may result in the Contractor being found in default and contract termination.

6.15 Ethical Business Practices

Any vendor awarded business as a result of this ITN is to work in partnership with the State to ensure a successful and valuable contract, and ethical practices are required of State employees, Contractors, and all parties representing the Contractor. All work performed under this contract will be subject to review by the Inspector General of the State of Florida, and any findings suggesting unethical business practices may be cause for termination or cancellation.

6.16 Product Variations/Custom Orders

New variations, substitutions, including custom orders of existing software licenses, maintenance and services awarded under the Contract will be considered by the

Department if it is in the best interest of the State. All modifications and special requests must receive prior written approval from the Department before execution of the purchase. Proposed changes are not to compromise the integrity of the software licenses, maintenance or services performance.

6.17 Delays and Complaints

Delivery delays and service complaints will be monitored on a continual basis. Documented inability to perform under the conditions of the contract (via the established Complaint to Vendor process (PUR 7017 form) may result in default proceedings and cancellation.

6.18 Sales and Use Tax

It is the responsibility of the Contractor to determine how work accomplished under this contract would be subject to a Use Tax as written in the "Sales and Use Tax" Rule 12A-1, Florida Administrative Code. Any questions concerning the "Use Tax" as it relates to this Contract is to be directed to the Taxpayer Assistance section at the Department of Revenue (DOR) (800) 352-3671, Monday through Friday, 8 a.m. to 7 p.m. (ET). For more information visit the DOR website at <http://dor.myflorida.com/dor/businesses>.

6.19 Insurance, Loss Deductible

The Customer is to be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible is to be the sole responsibility of the Contractor providing such insurance. Upon request, the Contractor is to furnish the Customer an insurance certificate proving appropriate coverage is in full force and effect.

6.20 Performance and Payment Bonds

The authority and responsibility for requesting performance and payment bonds is to rest with the Customer. Under this contract, the Customer issuing the purchase order may request a performance and payment bond. Inability to provide a bond is to result in the Contractor being found in default of the contract.

6.21 Warranty

Microsoft's standard warranty is to cover all software and contractual services of the Contract. Microsoft's standard warranty is required to provide coverage against defective material, workmanship, and failure to perform in accordance with the specifications and required performance criteria. Microsoft's standard warranty coverage must be identical to or exceed the most inclusive of those normally provided for the software and contractual services specified herein that are sold to any state or local governments.

Should Microsoft's standard warranty conflict with any requirements, specifications, terms, or conditions of the Contract, the Contract terms and conditions are to prevail.

6.22 Contract Revisions

Notwithstanding General Contract Conditions, section 42 of the PUR 1000 Form, the following types of revisions can be made to the Contract upon written authorization by the Department:

- 1) Contractor's Information Worksheet;
- 2) Ordering Instructions Form;
- 3) Contract Quarterly Report Form;
- 4) Catalog Revisions;
- 5) Any other forms included as part of the ITN solicitation documents.

Only the above listed provisions can be made without a formal Contract amendment. General Contract Conditions, section 42 of the PUR 1000, applies to all other modifications to the Contract.

6.23 Third Party Audits and Reporting Requirements

At no additional cost to the State, the Contractor is to contract with an independent third party firm (to be approved by the Department) to conduct, at a minimum, at least one random sampling of the Contractor's price list per quarter. The random sample is to be large enough to ensure the results of the audit are at a 95 percent level of confidence with a margin of error of +/- three (3) percent. Specifically, the third party firm will confirm the discounts off the Microsoft ERP Level D price list for government and ERP Level A for academic, which will be posted on the DMS contract website, are the same as or better than with the discounts offered at contract award.

The third party firm is to provide the results of each quarterly audit to the Department's Contract Manager. At a minimum, the audit is to identify the following:

- Date of the audit
- Name of the auditor
- Items selected in the random sampling
- Price listed on the Microsoft ERP price list
- The Contractor's minimum discount rate for that item
- The price resulting from Microsoft ERP minus Contractor discount
- Price on the Contractor's price sheet
- The audit results (i.e. difference +/-)

The Contractor's failure to comply with this requirement may result in financial consequences and may also result in the Contractor's immediate removal from the Contract.

The third party auditor may, upon the Department's request, be asked to also compare actual price quotes received by an Eligible User to ensure that price quotes to Customers are the same as or better than pricing on the Contractor's price sheet most recently approved by the Department. Upon such request, the third party auditor is to provide to the Department the same information as noted above as it relates to that individual price quote.

The third party auditor is to consider the pricing information provided to them confidential and is to not release the information to any other party outside of the Department.

6.24 Financial Consequences

The Contract Administrator shall periodically review the Contractor's Compliance with the responsibilities and deliverables in the Contract. If the Contractor fails to meet and comply with the responsibilities and deliverables established in the Contract, Contractor will be subject to damages. See subsection 7.20 for additional information.

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7 Statement of Work

Respondents are to have the capability to provide Microsoft software and services to all Eligible Users within the State of Florida in accordance with the solicitation documents and to the satisfaction of the Department.

7.1 Current Microsoft Agreements

The current Microsoft contract contains the following agreements:

- Master Business Agreement (MBA)
 - State and Local Government
 - Enterprise Agreements (includes Office 365 and other Cloud Solutions)
 - Select Plus Agreement
 - Academic Agreements
 - Enrollment for Education Solutions (EES), which replaced the Campus and School Agreement (includes Office 365 and other Cloud solutions)
 - Select Plus Agreement
 - Library and Museum Agreement (currently in the addition process)
- Master Services Agreement (MSA)
 - Premier Support
 - Consulting Services

Information regarding the agreements listed above can be found on the Department's website at:

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/state_contracts_and_agreements/state_term_contracts/microsoft_license_maintenance_services/forms_and_other_information

7.2 In Scope

Respondents are to provide Microsoft software licenses and maintenance with optional support offerings. The Department will work directly with Microsoft to establish any master licensing agreements and associated services for the Contract; however, each customer will be required to sign individual license agreements to establish the term (i.e. 12 or 36 months) and any special requirements of the customer agreement(s).

Licenses, maintenance and services under this solicitation may be provided in any of the following ways:

- All Microsoft perpetual and subscription licenses, which may include the agreement types identified under the MBA in subsection 7.1;
- Software maintenance (standard and optional);
- Value-added services directly related to Microsoft software such as the following:

- Limited, small-scale (short duration (less than 3 months), low person hours (less than 480 hours), and small team (less than five members)) consulting services;
- Installation assistance; and
- Associated software training.

Respondents are to submit replies that include all Microsoft software licenses and maintenance, and may propose additional services such as documentation, training, installation, and other value-added services. The forms provided in this solicitation are to be used for the reply as identified in section 4, Vendor Submission. Respondent may make copies if additional pages of the provided forms are needed.

7.3 Out of Scope

Items that are out of scope are not to be considered and may be a basis for finding the Respondent non-responsive. Items that are out of scope include, but are not limited to, the following:

- Software provided by software publishers other than Microsoft
- Information Technology Hardware (i.e. personal computers, laptops and tablets) and hardware accessories and services.
- Large scale consulting services (services provided directly by Microsoft are under a separate contract). Additional consulting services for large scale projects that are available on other Department State Term Contracts.

7.4 Frequently Purchased Software

The chart below identifies the software license counts for the Microsoft software most frequently purchased by the State. The chart includes the name of the software type, the date last reviewed by Microsoft, and the associated total (to date) license counts on file with Microsoft. It also identifies license counts for Office 365 (O365). (License counts for O365 for schools were not provided by Microsoft.) The Department expects to receive increased discounts for these frequently purchased software licenses and maintenance and may standardize EAs at some point during the contract term with input from the Agency for State Technology. Discount rates are discussed in further detail in subsection 7.13.3.

Respondents may also propose alternative approaches for EAs such as a recommended standard EA, server-based EA, which would be separate from desktop, user-based EA, or a mechanism for combining the EAs of various agencies as they go through Data Center Consolidation as required in Chapter 282, Florida Statutes, with co-term expirations and effective dates.

Enterprise Software licenses, maintenance and servicess	Date	License Counts
Top Three Software licenses, maintenance and servicess (State and Local Gov't)		
Core/Enterprise/Individual Client Access Licenses (CALs)	4/3/2014	321,584
Windows O/S	4/3/2014	191,767
Office Professional	4/3/2014	120,034
Other Software licenses, maintenance and servicess Frequently Purchased		
Exchange (standalone Exchange standard and Enterprise CALs)	6/9/2014	22,561
Visio (standard and professional)	6/9/2014	3,896
Project (standard and professional)	6/9/2014	2,523
O365 Purchases (State and Local Gov't)		
*Office 365 (E3/G3) – State Agencies	8/22/2014	61,203
*Office 365 (E3/G3) – Cities and Counties	4/3/2014	9,682

*Office 365 numbers are listed separately for State Agencies and Cities/Counties due to special waterfall pricing offered by Microsoft to State Agencies. It is the State's goal to combine license counts for O365 to achieve even lower pricing.

7.5 LSP Competencies

In order to meet the varying needs of all Eligible Users, the following Microsoft Competencies are desired. Per subsection 4.4.1.2, Tab 2, Respondents are to submit in section 4.5, Vendor Reply, a completed copy of the Microsoft Core Competency Checklist, indicate Gold or Silver competency rating along with their reply, and provide competency verification in the form of certificates or other documentation from Microsoft as proof of competency. The Department desires a broad coverage of listed Competencies to ensure that the wide variety of the State's needs are met. LSPs are encouraged to add additional competencies throughout the life of the contract and to provide new or updated certifications to the Contract Administrator as they become available.

Application platform

- Application Development
- Application Integration
- Application Lifecycle Management
- Business Intelligence
- Data Platform

Business applications

- Customer Relationship Management
- Enterprise Resource Planning
- Intelligent Systems

Business Productivity

- Collaboration and Content
- Communications
- Digital Advertising
- Messaging
- Project and Portfolio Management

Core infrastructure

- Devices and Deployment
- Identity and Access
- Management and Virtualization
- Server Platform

Customer segments

- Midmarket Solution Provider
- Small Business

Additional Competencies

- Business Productivity Online Suite
- Cloud Accelerate
- Cloud Essentials
- Distributor

- Hosting
- Learning
- Mobility
- OEM
- Office 365 Cloud Deployment Partner
- WebsiteSpark
- Software Asset Management
- Volume Licensing

7.6 LSP Responsibilities

LSP(s) awarded a contract under this ITN will be responsible for the following:

7.6.1 Microsoft Licenses and Support Services

LSP will act as a representative of Microsoft by providing a means for all Eligible Users to purchase Microsoft software licenses, maintenance and services under the Contract.

7.6.2 License Management

LSP will document its plan for managing all Microsoft software licenses sold under the Contract. License management should include, but is not limited to the following:

- Tracking of Software Licenses sold to ensure that Customers are fully aware of future expiration dates well in advance of expiration to ensure that licenses do not lapse unless intended by the Customer.
- License tracking support (website and vendor assistance as needed)
- Tracking of individual licenses and server licenses exempt from Chapter 282, Florida Statute, requirements.
- Standardization of customer (agency/OEU) names to facilitate ease of tracking licenses purchased.
- Provide a single contact for license tracking and a trained licensing specialist to assist Customers with licensing questions.

After Contract award, the LSP will update the plan, as needed, and will provide a copy of any revised plans to the Department's Contract Administrator.

7.6.3 Customer Service

The State highly values excellent customer service and expects the LSP to provide the best possible customer service to all state agencies and OEUs. The LSP's Contract Manager is responsible for monitoring the customer service provided to Customers by LSP's staff, sales and support teams, and employing, as necessary, corrective measures identified in the customer service plan proposed in the ITN reply to section 4.4.1.2.e).6, Customer Service, to ensure that the LSP will provide and maintain the highest quality of customer service possible.

7.6.4 Training and Instruction

Contractors will implement the training and instructions plan proposed under section 4.4.1.2 of the ITN in the following areas:

7.6.4.1 Microsoft Certified Training for Resellers

Contractors will provide evidence that they have successfully completed Microsoft Certified Training (MCT) and will promptly provide the Department with documentation for any updated MCT completed throughout the contract term, including that required to maintain Contractor's status as an LSP or any equivalent or higher successor designation.

7.6.4.2 Customer Training

Contractors will provide training to Customers for all widely used (i.e. Office Professional) Microsoft software and services. Training may be offered in any of the following formats:

- Web-based;
- Tutorials;
- Documentation;
- Classroom setting; and
- Classroom settings that can also be broadcast to other agency/OEU offices throughout the state and that may be recorded for future playback.

7.6.4.3 Contractor's Staff Training

Contractors are to provide training for staff to ensure they are properly trained to support this Contract. At a minimum, training will ensure the following:

- Contractor Contract Manager understands all deliverables and requirements unique to the Contract and is capable of meeting all requirements in a timely and professional manner;
- Staff understands Florida government purchasing processes, Customer unique issues and concerns with respect to the purchase of Microsoft software and services;

- Staff is knowledgeable about all Microsoft software licenses, maintenance and services for which they are responsible;
- Staff are properly educated with regard to Florida pricing to ensure that Customers are quoted from the correct price lists;
- Staff are Customer friendly; and
- Staff provides prompt and accurate replies to Customer requests.

7.7 Contractor Deliverables and Responsibilities

Contractors are responsible for all deliverables and responsibilities identified within this solicitation. Failure to perform as required within this document may result in financial consequences and any other consequences as outlined within this solicitation.

7.7.1 Quotes

Contractor quotes must be provided to Customers on company letterhead, on an official company quote form, or via the MFMP eQuote tool that clearly identifies the following:

- Company name;
- Appropriate contact information;
- Quote number and date of quote;
- Quote effective and termination dates;
- The name of the agency/OEU to which the quote is provided;
- Customer's physical and delivery address;
- Customer's name and contact information;
- Detailed description of each item quoted;
- Unit price (Florida Price);
- Number of units to be purchased (quantity);
- Total price;
- Additional savings achieved through volume discount/additional negotiations, if any;
- Any specific requirements made by the ordering agency/entity (as identified in the Purchase Order or Statement of Work; and
- Any special instructions (i.e. download instructions) for the ordering agency/entity.

The detail provided within the quote must provide enough information that the Customer can clearly understand what they are purchasing, delivery date and download instructions, how much they are paying for the items purchased and any additional terms associated with the purchase. In addition, if the quote offers custom skus, which reflect additional savings, Contractor must also identify the standard sku numbers that would have been used had the Customer purchased the items

separately. The Customer must have confidence that the quote provided is a valid quote from the Contractor, that the price quoted directly correlates to the Florida Price and that any additional savings achieved through a volume discount or additional negotiation is clearly noted.

7.7.2 Product Delivery Schedule

Delivery is requested within 30 calendar days after receipt of any order. If this delivery date cannot be met, the Contractor must state on the Vendor Price Sheet, Purchase Order, or on an individual price quote to the requesting Customer the number of days required to deliver the software or service at the ordering Customer's designated location. Failure to state the delivery time obligates the LSP to complete delivery within 30 days unless otherwise mutually agreed between the Contractor and the Customer. Extended delivery dates may be considered when in the best interest of the ordering entity. A Customer may request and negotiate with the LSP for a shorter term delivery at the Customer's expense, if necessary, for emergency orders.

Software licenses may be downloaded, if available, as an acceptable method of delivery. See subsection 7.8.1.1 of this solicitation for additional requirements for downloaded software.

7.7.3 Freight On Board (F.O.B.) Destination

All proposed discounts submitted are to include the full cost of standard ground delivery to any destination within Florida (prices must reflect FOB destination, inside delivery to the Customer placing the order or their designee). All deliveries must be made during normal State work hours and within the agreed upon number of days unless otherwise arranged and coordinated by the Customer requesting the software. The Contractor will give the Customer immediate notice of any anticipated delays or company shutdowns that will affect the delivery requirement. Loss or damage that occurs during shipping, prior to the order being received by the Customer, is the Contractor's responsibility. All orders are to be properly packaged to prevent damage during shipping.

7.7.4 Transaction Fee Report

The Contractor is required to submit monthly Transaction Fee Reports in electronic format. For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and vendor training presentations available online at the Transaction Fee Reporting and vendor training subsections under Vendors on the [MFMP website](#). Assistance is also available with the Transaction Fee Reporting System from the MFMP Customer Service Desk at FeeProcessing@myfloridamarketplace.com or 866-FLA-EPRO (866-352-3776) between the hours of 8:00 AM to 5:30 PM Eastern Time.

7.8 Product Specifications

The following information provides guidance regarding software licenses, maintenance and services acceptance, cost, product revisions.

7.8.1 Product Acceptance

Section 215.422, Florida Statutes, states "Approval and inspection of goods or services is to take no longer than 5 working days unless the reply specifications, purchase order, or contract specifies otherwise." Any special conditions must be expressed in writing either on the P.O. or in the SOW that is attached to the P.O. The vendor and customer must agree to any special acceptance time frames in advance. If a software license is downloaded, then the P.O. date will be the acceptance date.

7.8.1.1 Downloaded Software

If software download is available, Customers may download software upon the Contractor's acceptance of the P.O. Upon acceptance of the P.O., the Contractor is to provide to the Customer clear instructions for all downloads along with the link for downloading the purchased software.

If downloaded software appears to contain errors or if the file is corrupt, the Customer shall be encouraged by the Contractor to immediately contact the Contractor to resolve the issue. The Contractor shall also encourage the Customers to download purchased software as soon as they receive the download instructions because the software license begins (unless otherwise agreed) on the date of P.O. acceptance by the vendor and NOT the date of download.

If software download issues cannot be resolved, the Contractor is to either promptly refund the Customer's money or provide software in another format acceptable to the Customer.

7.8.1.2 Shipped Software

If software is shipped to the Customer, then the Customer will have 5 business days from the date of physical receipt of the software to accept the software. All software to be shipped under the Contract must be delivered in the original shrink-wrap packaging provided by Microsoft to insure freedom from tampering. The State will not accept re-packaged software. An occurrence of any Customer receiving re-packaged software may result in contract termination.

Respondent's reply must include a "total satisfaction" return policy for unopened media and all documentation and shall not impose any restocking fees or liability on the Customer for such returns. Total satisfaction policies may include software replacement with compatible features and capabilities, length of time (i.e. three years

following software installation date), or caveat (i.e. total satisfaction applies to software that is continuously maintained).

The LSP must accept all orders and furnish software required during the full term of this contract and any extensions thereof unless other arrangements have been mutually agreed upon by the LSP and Contract Administrator.

In order for software to be deemed accepted, software is conditioned upon the following:

- The software is free of computer viruses as determined by commercially available antivirus software.
- The software must be delivered with the relevant manuals or access was provided to electronic manuals, as applicable.
- The required functionality is fulfilled as determined by the software operating in conformity with the applicable Microsoft software licenses, maintenance and services specifications.

7.9 Technology Upgrades and Additions

The Department intends to obtain for the duration of the Contract or any contract renewals or extensions thereof, software licenses, maintenance and services that reflect the industry's latest technology. The Department recognizes that there will be new software licenses, maintenance and services and new software versions that will become available during the life of this Contract that is not yet released on the date of contract award.

The LSP may add new Microsoft software licenses, maintenance and services, delete software no longer offered, or request to modify software bundles or definitions consistent with the Microsoft offering for the State of Florida and the discounts offered by the LSP. Change requests may be submitted to the Department Contract Administrator using the form provided in the ITN. All items offered under this ITN must remain within the scope of the contract in discount, price and functionality. Any proposed revisions must comply with the requirements listed in subsections 7.16 and 7.17 of this solicitation.

The Department reserves the right to review the software most frequently purchased on an annual basis and to request additional discounts, if appropriate. All new software and services will be conditioned upon approval from the Department.

7.10 Software Requirements

The following software requirements are to be a part of all software purchases and are to supersede any requirements located in Microsoft's terms and conditions.

7.10.1 Version

Purchase Orders are to be deemed to reference Microsoft's most recently released version of the software at time of order, unless an earlier version is specifically requested in writing by the Customer and the Contractor is willing to provide such version.

7.10.2 Software License

The Department understands that Microsoft's software license terms and conditions may be provided to Customers along with purchased software; however, such license terms are neither considered a part of, nor are they to supersede, the Contract. Upon request from a Customer, the Contractor shall assist the Customer in resolving conflicts between any software license terms and the Contract with Microsoft.

Where software is acquired on a licensed basis, the following terms are to constitute the license grant to the Customer ("Licensee"):

7.10.2.1 Scope:

Licensee is granted a non-exclusive license to use, execute, reproduce, display, perform, or merge the software licenses, maintenance and services within its Enterprise up to the maximum licensed capacity identified on the purchase order. The software may be accessed, used, executed, reproduced, displayed, or performed up to the capacity measured by the applicable licensing unit identified on the purchase order.

7.10.2.2 Documentation for Perpetual Licenses:

Upon request, the Contractor is to deliver to the Licensee, at the Contractor's expense, (1) one master electronic copy and one hard copy of software documentation or (2) one master electronic copy and hard copies of the software documentation by type of license in the following amounts, unless otherwise agreed: for individual/named user, one copy per Licensee; for concurrent users, ten copies per site; for processing capacity, ten copies per site. The master electronic copy is to be in either CD-ROM or other acceptable format and usable without conversion (for example, if a unit has only a CD-ROM drive, software is to be provided on CD). The Contractor will grant the Licensee a perpetual license, where applicable, and the right to make, reproduce (including downloading electronic copies), and distribute, either electronically or otherwise, copies of software documentation as necessary to enjoy full use of the software licenses, maintenance and services in accordance with the terms of the license. Licensee's right to use the documentation is limited to Licensee's internal business purposes in conjunction with Licensee's use of the software.

7.10.2.3 Documentation for Subscription Licenses:

Upon request, the Contractor is to provide to the Licensee, at the Contractor's expense, access to electronic copies of the software subscription documentation. Access to this documentation is not to require a user id or password and must be available for the ordering entity to share with their agency employees, for business purposes, as appropriate.

7.10.2.4 Technical Support and Maintenance:

Licensees may acquire support services from Contractor on an order. The Contractor shall ensure the provision of error corrections, patches, updates, revisions, fixes, upgrades, and new releases (collectively "Updates") to Licensee at no additional charge.

Help Desk assistance may be made available via toll-free or local telephone call or on-line. The Contractor is to assist the Licensee in maintaining the software so as to ensure Licensee has the ability to use the software in accordance with the software documentation, without significant functional downtime to ongoing operations during the maintenance term. The maintenance term(s) and any renewals are independent of the Contract term, but must comply with PUR 1000, Purchase Order Duration, requirements.

The Licensee may discontinue maintenance at the end of any current maintenance term upon notice to the Contractor; the maintenance term will not automatically renew. If the Licensee does not initially acquire, or discontinues maintenance, the Licensee may at any later time reinstate maintenance without any penalties or other charges, by paying the Contractor the amount, if any, required in order to bring the software up to the current software version. Chapter 215, Florida Statutes prohibits State agencies from paying for any software licenses, maintenance and services not received. Therefore, the State will not pay a reinstatement fee if during the time of maintenance lapse no software updates, bug fixes or patches were provided for that software to other customers.

7.10.2.5 Transfers/Reassignment:

Licensee's operations may be altered, expanded, or diminished. Licenses may be transferred, renegotiated or combined for use at an alternate or consolidated site not originally specified in the license, including transfers between agencies and sites. There will be no additional license or other transfer fees due, provided that (1) the maximum capacity of the consolidated machine is equal to the combined individual license capacity of all licenses running at the consolidated or transferred location or (2) if the maximum capacity of the consolidated server is greater than the individual license capacity being transferred, a logical or physical partition or other means of restricting access will be maintained within the computer system to restrict use and

access to the software to that unit of licensed capacity solely dedicated to beneficial use for Licensee. If the maximum capacity of the consolidated machine is greater than the combined individual license capacity of all licenses running at the consolidated or transferred site, and a logical or physical partition or other means of restricting use is not available, the fees due the Contractor is to not exceed the fees otherwise payable for a single license for the upgrade capacity.

7.10.2.6 Restricted Use by Third Parties:

Outsourcers, facilities management, service bureaus and employees of other services retained by Licensee will have the right to use the software licenses, maintenance and services to maintain Licensee's operations, including data processing, provided that (1) Licensee gives notice to the Contractor of such third party, site of intended use of the software licenses, maintenance and services, and means of access, (2) the third party has executed, or agrees to execute, the software licenses, maintenance and services manufacturer's standard nondisclosure or restricted use agreement, which agreement is to be accepted by the Contractor, and (3) the third party is to maintain a logical or physical partition within its computer system to restrict access to the program to that portion solely dedicated to beneficial use for Licensee. Licensee is to not be liable for any third party's compliance or noncompliance with the terms of the nondisclosure agreement, nor is to the nondisclosure agreement create or impose any liabilities on the State or the Licensee. Any third party with whom a Licensee has a relationship for a State function or business activity will have the temporary right to use software licenses, maintenance and services, provided that such use is to be limited to the period during which the third party is using the software licenses, maintenance and services for the function or activity.

7.10.2.7 Archival Backup:

Licensee may use and copy the software and related documentation in conjunction with reproducing a reasonable number of copies for archival backup and disaster recovery procedures.

7.10.2.8 Confidentiality:

The software is a trade secret, copyrighted and proprietary software licenses, maintenance and services. Licensee and its employees are not to disclose or otherwise distribute or reproduce any software to anyone other than as authorized under the Contract. Licensee is not to remove or destroy any of the Contractor's proprietary markings.

7.10.2.9 Restricted Use:

Except as expressly authorized by the terms of license, Licensee is not to copy the software; cause or permit reverse compilation or reverse assembly of the software or

any portion; or export the software in violation of any U.S. Department of Commerce export administration regulations.

7.10.2.10 Proof of License:

The Contractor will provide to each Licensee that places a purchase order either (1) the Microsoft license confirmation certificates in the name of the Licensee, (2) a written confirmation from Microsoft accepting the software invoice as a proof of license. The Contractor will submit a sample certificate, or alternative confirmation, in a form acceptable to the Licensee, (3) an executed Contractor order document, or (4) access to an electronic file that documents all agency purchases. If an electronic file is provided, the file must maintain license proof of purchase throughout the term of the license agreement, including renewals of such agreement.

The Contractor will be responsible for tracking licenses purchased and licenses owned by each agency/OEU; however, the agency/OEU will be responsible for tracking the deployment of each license purchased.

7.10.2.11 Audit of Licensed Usage:

The Contractor or Microsoft may periodically audit, no more than annually and at its expense, use of software licenses at any site where a copy resides provided that (1) the Contractor gives Licensee at least thirty days written advance notice, (2) the audit is conducted during the Licensee's normal business hours, (3) the audit is monitored by a State Inspector General's office or designee or, for non-state agency Licensees, by an independent auditor chosen by mutual agreement of the Licensee and Contractor as follows: the Contractor is to recommend a minimum of three auditing/accounting firms, from which the Licensee is to select one; in no case will the Business Software Alliance, Software Publishers Association, or Federation Against Software Theft be recommended by the Contractor or used, directly or indirectly, to conduct audits, (4) the Contractor and Licensee will designate a representative who will be entitled to participate, who is to mutually agree on audit format, and who is to be entitled to copies of all reports, data, or information obtained from the audit, and (5) if the audit shows that the Licensee was not in compliance, the Licensee is to true-up (purchase) additional licenses necessary to bring it into compliance and will pay for the unlicensed software at the Contract price then in effect or, if none, then at the Contractor's U.S. commercial list price. Once such additional licenses and capacities are purchased, Licensee is to be deemed to have been in compliance retroactively, and Licensee is to have no further liability of any kind for the unauthorized use of the software licenses, maintenance and services.

7.10.2.12 Bankruptcy:

The Contract is subject to the terms of section 365(n) of the United States Bankruptcy Code ("Code") if the Contractor files a bankruptcy petition. Contractor's

failure to perform its continuing obligations may constitute a material breach of the Contract excusing performance by the Licensee.

7.10.2.13 Security:

No Department data or information will be transferred or stored offshore or out of the United States of America. State agencies are encouraged to consult with their Information Security Officers to ensure compliance with Florida laws and rules.

7.11 Software Support

The following information outlines the standard and optional support for all software proposed by the Respondent.

7.11.1 Standard Support

Contractors will provide the following levels of support, under the Contract:

- Microsoft's standard software warranty;
- Inside delivery, with buyer set-up and installation;
- Corrective support – to assist in the resolution of identifiable and reproducible software problems. The Contractor will provide a toll free number at Microsoft for Customers to call for assistance with software issues that cannot be resolved by the Contractor and the Contractor is to work with the Customer and Microsoft to ensure the issue(s) are resolved;
- Electronic software information – Provide access to software patches, a symptom solution database, software licenses, maintenance and services descriptions, specifications, technical literature, etc.;
- Customer service windows – minimum of 8 hours a day, 5 days a week Monday – Friday, excluding State of Florida holidays; and
- Toll-free number for Contractor Customer service.

7.11.2 Optional Support

Optional Support that may be offered as value-added services on purchases such as:

- Maintenance upgrades (Maintenance upgrades may be purchased at time of software purchase, at the end of a normal maintenance period, after a maintenance lapse, or at other appropriate times identified by Microsoft);
- Software licenses, maintenance and services and documentation updates;
- Software Training (for individual or software suites);
- Installation services;
- Annual review of software maintenance; and
- Additional customer service coverage options such as:
 - 24/7/365
 - Extended hours

- After hours contact for emergency orders

Optional support levels resulting in increased cost to Customers are to be clearly and separately identified on the Respondent's Vendor Price Sheet as part of the Value-add tab. Optional support is to also be offered at the same percentage discount rate as the awarded category of items to which the optional support is associated.

7.11.3 Software Training

The Contractor may provide training for each type of Microsoft software proposed. All discount percentages or rates must be included on the Vendor Price Sheet on the Value-add tab. The Department will determine which training services proposed will be included in the contract award. After contract award, the Contract Administrator will have final approval as to which training services submitted on a Software licenses, maintenance and services Change Request form will be included in the Contractor's Catalog. Additionally, if Customers express a specific need for training not currently offered under the Contract, the Contract Administrator may request that the Contractor provide such training.

7.11.4 Value-added Services

Value-added services may be offered by the Contractor. If offered, the Respondent must provide a detailed description, list price, corresponding discount and Florida price. Value-added services will be considered during the negotiation phase of the evaluation process. A separate tab has been provided on the Vendor Price Sheet for the purpose of consideration. Additional Value-added services may be submitted after contract award on the Product Update Form; however, the Contract Administrator will have final approval before the service may be marketed or sold to customers.

7.12 License Management

Contractor will be responsible for managing all Microsoft software licenses sold under this contract and will be responsible for tracking all license expiration dates, potential renewals and maintenance options.

Contractors may also offer any reporting capabilities that would allow Customers to view Customer specific information of all Microsoft software purchased under the Contract. If offered, Customer specific information will, at a minimum, include the following information:

- Agency/OEU name;
- Date of purchase;
- Software title;
- Number of licenses purchased;
- License term;
- License expiration date;

- Name of individual who placed the order and any contact information available; and
- Any other pertinent information.

7.13 Pricing and Minimum Orders

The following sections provide guidance regarding pricing, discount rates, minimum orders and promotional pricing requirements.

7.13.1 Microsoft's Florida ERP Price List

Microsoft has provided to the Department an initial ERP price List. Upon award and for the term of the contract, the LSP is to provide an updated ERP price list on a monthly basis or as often as Microsoft provides an updated ERP price list to the LSP. The Department may verify the ERP price list with Microsoft at any time to ensure that the price list provided by the LSP is accurate. All Microsoft software offered by the LSP must be included on the proposed Vendor Price Sheet for evaluation. Respondents are to include on the Vendor Price Sheet the Microsoft Florida ERP Level D price (government) or Florida ERP Level A (academic), the LSP discount rate off of the ERP Level price, and the resulting Florida price after the discount is applied, for each software license, maintenance and service proposed. Respondents must also indicate the pricing for the renewal years.

7.13.2 Pricing

Pricing offered to the State of Florida for this solicitation is to be the best price available to the State and is to be comparable to or better than the best available pricing from similarly situated government entities. Other states similar in size and buying power to the State of Florida are California, New York, and Texas. Respondents must provide pricing for the initial contract term and pricing for the renewal term as required in subparagraph 287.057(1)(a)2, Florida Statutes.

7.13.3 Discount Rate

The discount percentages submitted in the Respondent's Best and Final Offer (BAFO) during the negotiations phase will be considered the minimum discount offered and will be applied to all future Contract price lists for all State of Florida contract customers and is to be submitted to the Department for review and approval. The overall discount levels will remain firm for the term of the contract, including renewals. Volume discounts and promotions above the proposed discounts are acceptable and encouraged. Promotional discounts will not necessitate a contract modification of the reply discounts.

All Microsoft software offered in the Respondent's reply must be offered at a discount off Microsoft's ERP Florida Level (Level D - Government and Level A - Academic) price list. All training, support, and other value-add items and services offered in this reply must be listed as a discount off of the LSP's current publically available price list.

Pricing offered must be the best price available to the State of Florida and be comparable to or better than pricing offered to other similarly situated states such as California, New York and Texas. The Respondent may include additional discounts and tiered pricing, if applicable.

NOTE:

1. The Department has requested that Microsoft lower the amount that the LSP pays to Microsoft in order to increase the discount rates for this contract. Discount rates from the Microsoft ERP price list under the current contract are as follows:
 - a. Select Plus Agreements – 27.90%
 - b. Enterprise Agreements – 27.25%
 - c. Academic Agreements- 23.40%
 - d. Misc. – 33.33%
 - e. Additional discounts offered for large quantity orders

The State expects to receive greater savings under the new Contract. Respondents are therefore encouraged to work with Microsoft to provide the very best pricing available to the State of Florida. After contract award, the Contractor may increase the discount rate at any time by submitting the Software licenses, maintenance and services Update Form to the Contract Administrator.

2. The Department will not be obligated to pay any costs not identified on the Vendor Price Sheet.
3. Any cost not identified in the Contract, but subsequently incurred by the Contractor in order to achieve successful operation, will be borne by the Contractor.
4. Vendor Price Sheets may be reproduced.
5. Contractors may expand items to identify all proposed services, training, maintenance, and other options as appropriate.

7.13.4 Minimum Orders

There is to be no minimum order requirements for orders; however, Respondents may offer tiered discount pricing, volume discounts, or aggregated sales level discounts for Microsoft software purchases as appropriate.

7.14 Promotional Pricing

All promotional pricing and/or subsequent increased discounts must be extended to all qualified purchase orders from Eligible Users received during the effective date of the price reduction or

promotion. The State acknowledges that retail promotions offered to the general public on retail software will not apply to the discounts in this Contract. Any promotions offered in conjunction to this Contract will be specifically limited to the items that are listed in the Vendor Price List.


7.15 Price Adjustments

Discounts proposed for Microsoft software licenses, maintenance and services are not to decrease for the entire Contract term, including renewals. If at any point during the Contract Microsoft reduces the LSP cost for software licenses or maintenance, the LSP shall pass on the additional savings to the Customers and shall submit a corrected Vendor Price List to the Contract Administrator.

Contractor may offer price decreases at any time during the contract term, including renewal periods. Price increase requests are to be based upon the Producer Price Index (PPI) for Software Publishers, PCU5112—5112 and supplemented with documentation from Microsoft that demonstrates a price increase is justified, are limited to no more than one time per a twelve month period (i.e. each January or on contract anniversary), are subject to the Contract Administrator's approval, and is to not exceed more than 0.5 percent per year or a maximum of 2.0 percent over the life of the contract. If the PPI does not indicate an increase, then no price increase is to be allowed.

Producer Price Index Industry Data

Series Id: PCU5112--5112--
 Industry: Software publishers
 Product: Software publishers
 Base Date: 200312

Download:  .xls

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
2004	99.4	100.5	100.4	100.4	100.0	100.2	99.8	99.7	98.6	99.9	99.8	99.3	99.8
2005	98.8	99.5	99.3	99.9	99.4	99.7	99.2	99.7	100.7	100.8	100.6	100.3	99.8
2006	101.0	100.1	99.1	98.7	100.3	100.3	100.0	100.1	100.3	100.6	100.6	100.3	100.1
2007	99.5	99.9	99.9	100.1	99.6	99.4	99.5	99.9	99.5	99.4	99.4	99.3	99.6
2008	99.8	99.6	101.0	101.7	101.0	100.2	101.4	101.7	99.4	101.0	101.6	100.4	100.7
2009	101.2	101.1	100.0	100.0	99.9	99.7	98.7	99.3	98.4	98.8	94.9	94.6	98.9
2010	94.4	94.4	94.6	94.4	94.2	93.6	93.8	94.1	94.0	93.9	93.8	93.9	94.1
2011	93.9	94.0	94.0	94.2	93.9	93.9	94.1	94.0	94.3	94.0	94.1	94.2	94.0
2012	94.7	94.1	93.0	92.4	92.1	92.1	92.1	92.0	93.0	92.7	91.5	91.6	92.6
2013	92.4	92.2	92.4	92.1	92.6	93.2	92.3	92.5	92.7	92.4	92.5	92.2(P)	92.5(P)
2014	91.8(P)	92.9(P)	92.8(P)										

P : Preliminary. All indexes are subject to revision four months after original publication.

The Department reserves the right to request additional savings at any time during the contract period based upon sales volume, changes in purchasing practices, changes in software models, or other reasons as appropriate.

7.16 New Product Additions

New products within the scope of this solicitation may be considered for addition to the contract on a quarterly basis. All requests for approval will be made in writing using the Product Update form provided during the ITN process, and are to include software literature and pricing of new software, maintenance, or services may not be marketed as approved prior to written approval from the Contract Administrator. Acceptance of new software licenses, maintenance and services addition requests are contingent upon the successful submission of a complete and accurate quarterly sales report as identified in subsection 7.18, Reporting. Approval is solely within the discretion of the Department and must be within the scope of this ITN.

7.17 Product Deletions/Modifications

Software and services may be updated in the form of product deletions or modifications on a quarterly basis. Software licenses, maintenance and services deletions must be identified in the Product Update form provided by the Contract Administrator. Product modifications must also be identified on the Product Update form and require approval of the Contract Administrator before changes can be implemented by the Contractor. Modifications may be in the form of changes to the product ID number, description or Microsoft price; however, the software/service discount rates must remain the same or better than the originally proposed discount rate, and must continually be competitive with pricing offered (the same as, or better than) to similarly situated states such as California, New York and Texas.

7.18 Reporting

Each Contractor must submit a sales report on a Quarterly basis. Reporting periods coincide with the State Fiscal Year:

Quarter 1 - (July-September) – Due by October 31

Quarter 2 - (October-December) – Due by January 31

Quarter 3 - (January-March) – Due by April 30

Quarter 4 - (April-June) – Due by July 31

Each Quarterly Sales Report must be in Excel format (“Contract Quarterly Report” form is to be provided by the Department) and is to include the following information:

1. Contractor’s Name and contact information
2. Detail of time period covered by included data
3. Total sales including detail of list price and contract price
4. Transaction detail is to include the following:

Transaction Detail	Description of Detail
Part Number/SKU	Your software licenses, maintenance and services part number, if applicable
Model Number/ Service Type	Model number or description of type of service
Software licenses, maintenance and services Description	Description of software licenses, maintenance and services or service
MFG	Manufacturer, Publisher, Service Provider
Item Category	Description of the software licenses, maintenance and services category
Item Subcategory	Additional grouping for item
Item / Service Name	Given name of Item or Service
Customer or Agency Name	State Agencies, Universities, Political Subdivisions, Other Eligible Users
United Nations Standard Software licenses, maintenance and services and Services Code (UNSPSC)	UNSPSC Code
UOM	Unit of Measure
UOM Description	Description of unit of measure (see example)
Volume Qty	Number of items/services purchased/provided
Order Date	Order Date
Date Delivered	Delivered date to Customer
Purchase Type	Purchase Order, Payment Card, Other
List Price	List price (Market + fee contracts use market price)
Total List Price	List price times volume quantity
Contract Price	Contracted price with State of Florida per contract terms
Total Contract Price	Contract price times volume quantity

Failure to provide quarterly and annual sales reports, including those indicating no sales, within thirty (30) calendar days following the end of each quarter (January, April, July and October) and the end of the Contract year may result in the Contractor being found in default and cancellation of the contract by the Department.

Upon request, the Contractor will report to the Department spend data with certified and other minority business enterprises. Reports must include the period covered, the name, minority code and Federal Employer Identification Number of each minority vendor utilized during the period, commodities and services provided by the minority business enterprise, and the amount paid to each minority vendor on behalf of each Customer ordering under the terms of this contract.

Initiation and submission of the Contract Sales Reports will be the responsibility of the Contractor without prompting or notification by the Contract Administrator. The Contractor will submit the completed Contract Sales Report forms by email to the Contract Administrator no later than the due date indicated above for each quarter.

The State reserves the right to request additional information as needed.

7.19 Ordering Instructions

Each Contractor will use the ordering instructions they provided per the ITN, subsection 4.4.1.1, Tab 1e. The completed information may be posted in MFMP and on the Department's contract web page to assist Customers in successfully placing orders with awarded Contractors.

The Contractor may also consider offering a line item or punch-out catalog in MFMP to assist State agency Customers with software purchases. If Contractor desires to provide such catalog, the Contract Administrator will assist the Contractor in working with the MFMP team to ensure successful implementation.

7.20 Financial and Other Consequences

The following financial consequences will apply for nonperformance of the contract by a Contractor. The State reserves the right to withhold payment or implement other appropriate remedies, such as contract termination or nonrenewal, when the Contractor has failed to perform/comply with provisions of the Contract. These consequences for non-performance are not to be considered penalties.

7.20.1 Service Level Agreement (SLA) Performance

State Agencies and OEUs may add financial consequences in their statements of work as a form of protection from the Contractor or failing to meet performance requirements within any negotiated SLA or purchase order.

7.20.2 Incorrect Price Quotes

Customer quotes that are higher than the Department approved Florida Contract price will result in a financial consequence of an additional one percent discount off of the discount rate offered at the time of quote, which will be reflected on the revised quote to that Customer. If the Department becomes aware that incorrect pricing quotes continue even after the financial consequences have been applied on quotes to Customers, the Department reserves the right to institute additional corrective measures such as an increased discount rate of one percent for the Contract, contract suspensions or contract termination.

7.20.3 Third Party Audit

Third party audit report findings that indicate LSP Vendor Price Sheets are not consistent or better than pricing or discounts accepted at Contract award may result in the following actions:

Pricing identified in the third party pricing audit, (see subsection 6.23) not matching Microsoft ERP Florida Level D (government) or ERP Florida Level A (academic) pricing minus Contractor discount to Florida may result in a financial consequence of an additional one percent discount, per occurrence, for all contract pricing. Additional discount rates will be cumulative. If LSP is determined to have more than four occurrences during the term of the Contract, the Contract may not be renewed, or may be suspended or terminated.

7.21 Subcontractors

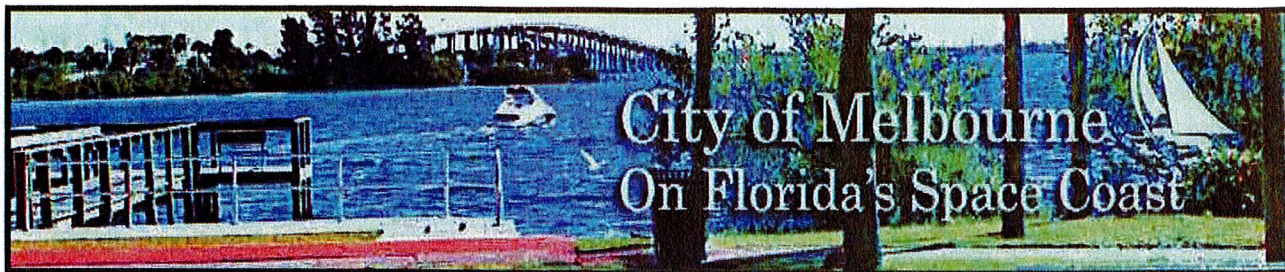
The Contractor may use a subcontractor in order to provide adequate services and training of any software proposed. The decision to allow subcontractors is at the sole discretion of the Contractor. If approved, all subcontractors are to be the **direct responsibility** of the Contractor that entered into such subcontract. The Contractor is responsible for all liability, terms and conditions within the contract. If a subcontractor is authorized to conduct business on behalf of the Contractor and the subcontractor is to receive compensation from the Contractor for its services, then any dispute between the Contractor and the subcontractor is to be resolved between the Contractor and the subcontractor. The State of Florida is not a party to any agreement entered into between the Contractor and its subcontractor(s). The Contractor is responsible to report all contract sales (and pay any associated MFMP transaction fees), including those of any such subcontractors and the Contractor is to ensure that all such subcontractors meet the following requirements:

- Have an ACTIVE Registration with the Department of State, Division of Corporations (www.sunbiz.org)
- Registered in the MFMP Vendor Information Portal (<https://vendor.myfloridamarketplace.com>)
- Not be on the State of Florida's Convicted, Suspended, or Discriminatory lists http://www.dms.myflorida.com/business_operations/State_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists
- Have a copy of e-Verify Status on file
- Have a current W-9 filed with the Florida Department of Financial Services (<https://flvendor.myfloridacfo.com>)

8 Addenda

This section contains all addenda to this solicitation. Addenda to the solicitation will be made in accordance with subsections 2.5 and 2.6 of this solicitation.

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Procurement Division • 900 E. Strawbridge Avenue • Melbourne, Florida 32901 • (321) 608-7060 • Fax (321) 608-7070

**PURCHASE AGREEMENT FOR SOFTWARE AND RELATED SERVICES
POLICE EVIDENCE TRACKING SOFTWARE SOLUTION**

This **PURCHASE AGREEMENT FOR SOFTWARE AND RELATED SERVICES – POLICE EVIDENCE TRACKING SOFTWARE SOLUTION** (this "Contract") is entered into by and between the City of Melbourne, Florida, hereinafter referred to as the **CITY**, and FileOnQ, Inc., a Washington corporation, whose principal address is 832 Industry Drive, Tukwila, Washington, 98188, hereinafter referred to as the **CONTRACTOR**.

CITY PROCUREMENT CONTACT:	CITY DEPARTMENT CONTACT:	CONTRACTOR CONTACT:
Procurement Division Brigitte Bache, Senior Buyer 900 E. Strawbridge Ave Melbourne, FL 32901 brigitte.bache@mlbfl.org P: 321-608-7063/ F: 608-7070	Information Technology Division Jennifer Meshberger, IT 900 E. Strawbridge Avenue Melbourne, FL 32901 jennifer.meshberger@mlbfl.org P: 321-608-7700/F: 321-608-7719	FileOnQ, Inc. Kim Webley, President & CEO 832 Industry Drive Tukwila, WA 98188 kim@fileonq.com P: 800-603-6802 / F: 206-575-3927

This Contract consists of the following documents: (Mark "X" where applicable)

- ☒ Exhibit A: Standard Terms and Conditions of Purchase Agreement – Software and Related Services (Std Version 6-4-2016)
 - ☒ Exhibit A1. Software and Services Description/Specifications
 - ☒ Exhibit A2. Software License Terms
 - ☐ Attachment A2-I. CONTRACTOR'S Software License
 - ☒ Exhibit A3. Training for Software Use
 - ☒ Exhibit A4. Pricing Schedule
 - ☒ Exhibit A5. Support and Maintenance Terms
 - ☐ Attachment A5-I. CONTRACTOR'S Master Subscription Agreement
- ☒ Exhibit B: Supplemental Provisions
- ☐ Exhibit C: Federal Compliance Provisions
- Exhibit D: Bid Specifications
 - ☐ Exhibit D1: Invitation to Bid _____ as modified by addenda (the "ITB")
 - ☒ Exhibit D2: Request for Proposal # RFP-03-023-0-2017/BB, as modified by addenda (the "RFP")
 - ☒ Exhibit D3: CONTRACTOR'S Responsive Proposal dated April 12, 2017 but only to the extent responsive to CITY'S ITB or RFP (the "Bid")

CITY may license and CONTRACTOR shall provide the Software as a Service and related Services as described in Exhibit A1 at prices specified in Exhibit A4, in accordance with the terms and conditions of this Contract and the documents marked above as Exhibits, all incorporated herein by reference. This Contract shall be effective on the last signature date set forth below.

CITY:

CITY OF MELBOURNE,
a Florida municipal corporation

Michael A. McNees 8-12-17
Michael A. McNees, City Manager

Date

ATTEST:

Cathleen A. Wysor City Clerk

Kevin McKeown
Assistant City Clerk

CONTRACTOR:

FILEONQ, INC.
A Washington corporation

Kim Webley 7/10/17
Signature
Name: Kim Webley
Title: President & CEO

Date

CITY Use Only

Initial Method of Procurement (mark):

- ☐ ITB # _____ with addenda
- ☒ RFP # 03-023-0-2017/BB with addenda
- ☐ Exception: _____

Commencement Date: _____ **

Note: But effective no earlier than last of the parties to execute

Maintenance Exp Date: _____

Renewal: ☐ No ☒ Yes: ☐ Not Applicable 4 additional years

Council Approval Date: _____

EXHIBIT A

STANDARD TERMS AND CONDITIONS OF PURCHASE AGREEMENT – SOFTWARE AND RELATED SERVICES

1. DEFINITIONS

- A. "Acceptance Date" means the date that CITY accepts Software under Paragraph 7 herein.
- B. "Commencement Date" and "Expiration Date" are defined as set forth on the first page of this Contract and shall apply to term contracts.
- C. "Hazardous Materials" are or contain dangerous goods, chemicals, contaminants, substances, pollutants, or any other materials that are defined as hazardous by relevant local, state, national, or international law, regulations, and standards.
- D. "Item(s)" means any goods or items, including computer equipment, storage devices, monitors and terminals, provided by CONTRACTOR incidental to the provision of Software and/or Services.
- E. "Purchase Order" means the CITY's written authorization documented and placed with CONTRACTOR to order and schedule delivery of the Software and/or Services specified in this Contract. CITY's Purchase Order may be transmitted to CONTRACTOR by mail, facsimile or electronic data interchange. The authorization to provide such Software and/or Services shall be referred to as an "Order"
- F. "Release" means a substantial improvement in user functionality that is marketed as a new and improved Software product, or a version of the Software which replaces previous releases. Substantial improvement must include more than just new hardware support (i.e. devices, drivers, ports to the Software) and fixes to program errors in a previous Release.
- G. "Services" means the designated Software related work provided by CONTRACTOR, which may include development, training, consulting, support and/or maintenance as set forth in Exhibit A1.
- H. "Software" means CONTRACTOR's software and/or firmware products (including documentation) described in Exhibit A1 and licensed to CITY under the terms of the Software License.
- I. "Software License" means the license terms attached as Exhibit A2, together with the terms of CONTRACTOR's software license agreement as agreed to by CITY, attached as Attachment A2-I.
- J. "Update" means the functional and/or feature improvements made, at CONTRACTOR's discretion or at CITY's request and which are deemed to be paid for hereunder, to the Software to keep the current shipping version of the Software Release competitive with related technology in the Software's respective market, including but not limited to bug fixes, performance enhancements, improvements or error corrections. Such Updates are typically identified by a change in the digit(s) to the right of the tenths digit [x.x(x)] (i.e.-1.01, 1.02, 1.03)
- K. "Upgrade" means the unique functional and/or feature improvements made at CONTRACTOR's discretion or at CITY's request, to the Software to keep the current version of the Software Release competitive in terms of new capabilities, features or pricing in the Software's respective market. Such Upgrades are typically identified by a change in the tenths digit [x.(x).x] (i.e.-1.10, 1.20, 1.30).

2. TERM OF AGREEMENT

The term of this Contract shall begin on the Effective Date, and continue to the Expiration Date. The Effective Date of this Contract shall be the date of the last of the parties to sign.

3. SOFTWARE LICENSE

Any Software licensed to CITY by CONTRACTOR, including Releases, Updates and Upgrades, shall be governed by the Software License attached as Exhibit A2 to this Contract.

4. SOFTWARE SUPPORT AND MAINTENANCE

Any additional Software maintenance or support activities required by CITY are governed by Exhibit A3 to this Contract.

5. TRAINING SERVICES

If training on the use of the Software by CONTRACTOR is required, the parties will mutually agree on the training to be provided, including but not limited to type, format, frequency, location, class size, duration, costs and expenses. Any training

to be provided by CONTRACTOR is described in Exhibit A1 and will be governed by Exhibit A3 to this Contract. At its option, CITY may use CONTRACTOR's materials to provide its own training to its employees and contractors at its expense, without additional payment to CONTRACTOR.

6. PRICING AND DELIVERY

- A. Prices set forth on Exhibit A4 shall remain fixed for the duration of this Contract except as provided herein.
- B. The price charged CITY for any Software and/or Service shall always be CONTRACTOR's lowest price charged any customer for that equivalent Software and/or Service regardless of any special terms, conditions, rebates, or allowances of any nature. If CONTRACTOR sells any Software and/or Service to any customer at a price less than that set forth herein, CONTRACTOR shall adjust its price to the lower price for any un-invoiced Software and/or Service and for all future invoices for such Software and/or Service. For purposes of comparing price under this Paragraph, the price and/or conversion costs of Services shall include those CONTRACTOR cost components which are generic to the Services as compared to other similar services generally provided by CONTRACTOR. Such comparison shall be made to the extent Services have similar characteristics, such as labor rates, turnkey material costs, storage expenses, or other specific comparison criteria agreed upon by the parties.
- C. In the event CONTRACTOR offers a lower price, either as a general price drop or only to some customer(s) for any reason, CONTRACTOR shall immediately inform CITY of this price and rebate to CITY an amount equal to the difference in the price paid by CITY and the lower price for all such Software and/or Services provided during the preceding thirty (30) days.
- D. All Applicable taxes and other charges such as duties, customs, tariffs, imposts, and government imposed surcharges paid by CONTRACTOR shall be stated separately on CONTRACTOR's invoice and borne by CONTRACTOR. In the event that CITY is prohibited by law from remitting payments to the CONTRACTOR unless CITY deducts or withholds taxes therefrom on behalf of the local taxing jurisdiction, then CITY shall duly withhold such taxes and shall remit the remaining net invoice amount to the CONTRACTOR. CITY shall not reimburse CONTRACTOR for the amount of such taxes withheld.
- E. The purchase of equipment, materials, software and/or service by the CITY may be exempt from the payment of excise, transportation and sales tax imposed by the federal, state and/or other city governments. Upon request, applicable federal excise exemption certificates will be furnished to CONTRACTOR.
- F. Additional costs including such taxes, surcharges and delivery costs, except those described on Exhibit A4, will not be paid or reimbursed without CITY's prior written approval.
- G. CITY reserves the right to have CONTRACTOR's records inspected and audited to ensure compliance with this Contract. At CITY's option or upon CONTRACTOR's written demand, such audit will be performed by an independent third party at CITY's expense. However, if CONTRACTOR is found to not be complying with this Contract in any way, CONTRACTOR shall reimburse CITY for all costs associated with the audit, along with any discrepancies discovered, within thirty (30) days after completion of the audit. The results of such audit shall be kept confidential by the auditor to the extent allowed by law and, if conducted by a third party, only CONTRACTOR's failures to abide by the obligations of this Contract shall be reported to CITY.
- H. At CITY's written request, CONTRACTOR shall deliver the Software in electronic form to the designated CITY site.

7. ACCEPTANCE TESTING.

When this Contract requires testing before CITY accepts the Software, the following shall apply:

- A. Within a reasonable period after receipt of the Software and any required materials, instruction and training from CONTRACTOR,

CITY may perform additional acceptance testing at CITY's site and on its equipment. CITY will use the testing to determine whether the Software: (i) performs according to the specifications and descriptions in Exhibit A1 and CONTRACTOR's published specifications; (ii) can be effectively utilized in CITY's business environment; and (iii) meets CITY's requirements. When CITY determines the Software is performing satisfactorily, CITY shall notify CONTRACTOR of its acceptance. This Acceptance Date shall be the date on which the term of the Software License in Exhibit A2 begins.

- B. If the Software does not substantially meet the criteria above in Paragraph 7(A), CITY shall notify CONTRACTOR in writing, specifying how the Software failed. CITY may also request CONTRACTOR make such necessary corrections and modifications in the Software so that it can be retested no later than ten (10) working days from the date of CONTRACTOR's receipt of CITY's first notice. If the Software still fails to pass CITY's acceptance tests once CONTRACTOR has provided CITY with corrected Software, CITY may either: (i) notify CONTRACTOR in writing, specifying how the Software failed and request another corrected version of the Software within ten (10) working days; or (ii) terminate this Contract under the terms of Paragraph 11 herein.

8. INVOICING AND PAYMENT

- A. Payment for Software and Services as specified in the contract shall be processed promptly after the later of (i) the Acceptance Date or (ii) the date an acceptable invoice is received by the CITY. Payment shall be made according to the terms specified on the signature page and in this paragraph.
- B. Original invoices shall be submitted and shall include: purchase agreement number from the Purchase Order, purchase order number, line item number, Order number, part number, complete bill to address, description of Software and Services, quantities, unit price, extended totals, and any applicable taxes or other charges. For payment, CONTRACTOR must render original invoice to the City of Melbourne, Accounts Payable Division, 900 East Strawbridge Avenue, Melbourne, Florida 32901.
- C. CONTRACTOR shall be responsible for and hold the CITY harmless for any and all payments to CONTRACTOR's vendors or subcontractors utilized in provision of the Software and/or performance of the Services.
- D. Discounts for prompt payment will not be considered in bid evaluations, unless otherwise specified. Offered discounts, however, will be taken if payment is made within the discount period.
- E. Payment is made when CITY's check is mailed or EDI funds transfer initiated.
- F. CITY is a local governmental entity subject to the Local Government Prompt Payment Act, §218.70, *et seq.*, Fla. Stat. and payment by CITY shall be made in compliance with said Act. Late charges may be assessed subject to said Act but only to the extent set forth in this Contract.
- G. No payments shall be made in advance of acceptance of services not covered under this Contract nor for Software and Services not acceptable to CITY.
- H. CONTRACTOR agrees to invoice CITY no later than sixty (60) calendar days after the completion of the corresponding payment condition set forth in Exhibit A4. CITY will not be obligated to make payment against any invoices submitted after such period.
- I. Payment by the CITY shall be subject to approval and acceptance of Software and Services by CITY. Notwithstanding the foregoing, CITY's payment shall not constitute acceptance.

9. NON-APPROPRIATION

All funds for payment by CITY under this Contract are subject to the availability of an annual appropriation for this purpose by the Melbourne City Council. In the event of non-appropriation of funds by the Melbourne City Council for the Services provided under this Contract, CITY will terminate this Contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the Services covered by this Contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Contract,

CONTRACTOR on thirty (30) days prior written notice shall accept cancellation, but failure to give such notice shall be of no effect and CITY shall not be obligated under this Contract beyond the date of termination.

10. NON-EXCLUSIVITY

The right to provide the Software and/or Services, which will be granted under this Contract, shall not be exclusive. The CITY reserves the right to competitively bid any Software and/or Services from another provider when it is in the best interest of CITY.

11. TERMINATION

- A. CITY may terminate this Contract or any Purchase Order issued, or any part thereof, at any time for its sole convenience by giving thirty (30) days written notice of termination to CONTRACTOR.
- B. CITY may terminate this Contract upon written notice to CONTRACTOR in the event CONTRACTOR defaults on any of the terms and conditions of this Contract and such failure continues for a period of fifteen (15) days following notice from CITY specifying the default.
- C. Notwithstanding the foregoing, CITY may immediately terminate this Contract, without providing CONTRACTOR with notice of default or an opportunity to cure, if CITY determines that CONTRACTOR has failed to comply with any of the terms and conditions of this Contract related to safety, indemnification or insurance coverage.
- D. Notwithstanding the foregoing, CITY reserves the right to immediately terminate this Contract by providing written notice to CONTRACTOR but without an opportunity to cure if CITY determines CONTRACTOR knowingly furnished any statement, representation, warranty or certification in connection with the solicitation of CONTRACTOR's bid or this Contract, which representation was materially false, deceptive, incorrect, or incomplete.
- E. Notwithstanding the foregoing, CITY reserves the right to immediately terminate the contract by providing written notice to CONTRACTOR if the State of Florida or the federal government enacts a law, which removes or restricts the authority of CITY to conduct all or part of its function.
- F. Upon receipt of such notice of termination, CONTRACTOR shall: (1) discontinue the terminated work in accordance with CITY's instructions, (2) thereafter perform only such portion of the work not terminated, (3) not place further orders or enter into further subcontracts for Software and Services relating to this Contract, and (4) terminate all existing orders and subcontracts insofar as such orders and subcontracts relate to the performance of this Contract.
- G. There shall be no termination charges for Software or Services not yet provided. The CITY will be responsible for payment of authorized Software and Services already provided by CONTRACTOR but not yet invoiced, provided such Software and Services have been approved by the CITY and provided CONTRACTOR submit its invoice within thirty (30) days of termination. Upon payment of CONTRACTOR's claims, the CITY shall be entitled to all work and materials paid for.
- H. Before assuming any payment obligation under this paragraph, the CITY may inspect CONTRACTOR's work in process and audit all relevant documents prior to paying CONTRACTOR's invoice.
- I. There shall be no charges for termination of orders for Software or Services. Notwithstanding anything to the contrary, CONTRACTOR shall not be compensated in any way for any work done after receipt of CITY's notice, nor for any costs incurred by CONTRACTOR's contractors or subcontractors after CONTRACTOR receives the notice, nor for any costs CONTRACTOR could reasonably have avoided.
- J. Notwithstanding anything else in this Contract, failure to meet the performance date(s) in this Contract shall be considered a material breach of contract and shall allow CITY to terminate the order for the Software and/or Services and/or any subsequent Orders in the Purchase Order without any liability.

12. FORCE MAJEURE

Neither party shall be responsible for its failure to perform due to causes beyond its reasonable control such as acts of God, fire, theft, war, riot, embargoes, or acts of civil or military authorities. If Software or Services are to be delayed by such contingencies, CONTRACTOR shall immediately notify CITY in writing and CITY may either: (i) extend time of performance; or (ii) terminate all or part of the uncompleted portion of the Purchase Order at no cost to CITY.

13. SCHEDULING AND ORDERS

- A. CONTRACTOR shall promptly provide Software and perform Services as scheduled or shall promptly notify the CITY if unable to perform any scheduled delivery of Software or performance of Services and shall state the reasons.
- B. CITY may place any portion of an Order on hold by notice which shall take effect immediately upon receipt. Orders placed on hold will be rescheduled or canceled within a reasonable time.
- C. CITY shall have no obligation with respect to the purchase of Software or Services under this Contract until such Software or Services are specified in an issued Purchase Order.
- D. CONTRACTOR, in performing work under this Contract, shall provide and maintain during the life of this Contract, equipment and staff sufficient in number, condition and capacity to efficiently perform the work and provide the Software and Services required by this Contract.

14. WARRANTY

- A. CONTRACTOR represents and warrants that all Services provided shall be performed in a workmanlike and competent manner in accordance with the highest professional standards in CONTRACTOR's trade or industry, and shall meet the descriptions and specifications provided on Exhibit A1. CITY may inspect and test all Software and Services (including related Items) at reasonable times in such manner as shall not unreasonably hinder or delay CONTRACTOR's performance. All Software and Services (including related Items) shall be received subject to CITY's inspection, testing, approval, and acceptance at CITY's premises notwithstanding any inspection or testing at CONTRACTOR's premises or any prior payment for such Software or Items. Software or Services (including related Items) rejected by CITY as not conforming to this Contract or specifications, whether provided by CITY or furnished with the Software or Services, may be returned to CONTRACTOR at CONTRACTOR's risk and expense and, at CITY's request, shall immediately be repaired or replaced.
- B. CONTRACTOR makes the following warranties regarding Items furnished hereunder, which shall survive any delivery, inspection, acceptance, payment, or resale of the Software and Services:
 - (i) Items will not infringe any party's intellectual property rights;
 - (ii) CONTRACTOR has the necessary right, title, and interest to provide said Items to CITY, and the Items will be free of liens and encumbrances;
 - (iii) Items are new, and of the grade and quality specified;
 - (iv) Items are free from defects in workmanship and material, conform to all samples, drawings, descriptions, and specifications furnished or published by CONTRACTOR, and to any other agreed-to specifications; and
 - (v) Items conform to the manufacturing quality provisions set forth in Exhibit A1.In the event CONTRACTOR fails to correct such non-conformance of an Item, then, at City's election, CONTRACTOR shall (i) promptly repair, replace, or refund the amount paid for such Software and Services (including related Items); and/or (ii) shall pay to CITY all incidental and consequential damages arising from breach of the foregoing warranties. CONTRACTOR shall bear the cost of shipping and risk of loss of all defective or non-conforming Items while in transit.
- C. The parties agree that the term of the manufacturer's standard warranty shall apply to all manufacturing defects.
- D. The parties agree that prior to the Acceptance Date if Software and Services (including related Items) are otherwise non-conforming, CONTRACTOR shall promptly correct any non-conforming or defective workmanship at no additional cost to the CITY.

15. INDEPENDENT CONTRACTOR

In performing Services under this Contract, CONTRACTOR is an independent contractor and its personnel and other representatives shall not act as nor be agents or employees of the CITY. As an independent contractor, CONTRACTOR will be solely responsible for determining the means and methods for performing the required Services. CONTRACTOR shall have complete charge and responsibility for personnel employed by CONTRACTOR; however, the CITY reserves the right to instruct CONTRACTOR to remove from the CITY's premises immediately any of CONTRACTOR's personnel who are in breach of Paragraph 16 herein. Such removal shall not relieve CONTRACTOR's obligation to provide Services under this Contract.

16. SECURITY

CONTRACTOR confirms that employees of CONTRACTOR performing work at the CITY's facilities have no record of criminal convictions involving drugs, assault or combative behavior, or theft within the last five years. CONTRACTOR understands that such employees may be subject to criminal history investigations by the CITY at the CITY's expense and may be denied access to the CITY's facilities if any such criminal convictions are discovered or occur during the term of this Contract.

17. OWNERSHIP AND BAILMENT RESPONSIBILITIES

- A. Any specifications, drawings, schematics, technical information, data, tools, dies, patterns, masks, gauges, computers, test equipment, and other materials furnished or paid for by CITY shall: (i) remain or become the CITY's property; (ii) be used by CONTRACTOR exclusively for CITY's orders; (iii) be clearly marked as CITY's property and segregated when not in use; (iv) be kept in good working condition at CONTRACTOR's expense; and (v) be shipped to CITY promptly on demand.
- B. CONTRACTOR shall insure CITY's personal property and be liable for loss or damage while in CONTRACTOR's possession or control, ordinary wear and tear excepted.

18. GENERAL INDEMNIFICATION

CONTRACTOR shall, to the fullest extent permitted by law, protect, defend, indemnify, and hold CITY and its employees, officers, agents, representatives, and subcontractors harmless from and against any and all claims, liabilities, demands, penalties, forfeitures, suits, judgments, and the associated costs and expenses (including attorney's fees), which may hereafter incur, become responsible for, or pay out as a result of: death or personal injury (including bodily injury) to any person, destruction or damage to any property, contamination of or adverse effects on the environment, and any clean-up costs in connection therewith, or any violation of law, governmental regulation or orders, to the extent caused by (i) CONTRACTOR's breach of any term or provision of this Contract; (ii) any negligent or willful acts, errors, or omissions by CONTRACTOR, its employees, officers, agents, representatives, or subcontractors in the performance of this Contract; or (iii) dangerous defects in Items. In agreeing to this paragraph the CITY does not intend to alter, extend or waive any defense of sovereign immunity to which it may be entitled under the Florida Constitution, §768.28, Fla. Stat. or otherwise provided.

19. COMPLIANCE WITH LAWS

- A. CONTRACTOR shall comply with all national, state, and local laws and regulations governing the manufacture, transportation, and/or sale of Software and/or Items and/or the performance of Services in the course of this Contract. Lack of knowledge by CONTRACTOR shall in no way be cause for relief from responsibility. These may include, but are not limited to, Department of Commerce, Environmental Protection Agency, and Department of Transportation regulations applicable to Hazardous Materials and all immigration, employment and labor laws governing CONTRACTOR's personnel providing Services to the CITY.
- B. CONTRACTOR represents and warrants that it is in compliance with Equal Employment Opportunity regulations, unless exempted or inapplicable.
- C. CONTRACTOR represents and warrants that the Items supplied and Services provided to the CITY shall conform in all respects to the standards set forth in the Occupational Safety and

Health Act 1970, as amended. Upon request of CITY, CONTRACTOR shall provide copies of CONTRACTOR's OSHA 300 safety logs (summaries only) and the safety logs (summaries only) of CONTRACTOR's subcontractors for the past twenty-four (24) months.

- D. CITY actively supports the Immigration and Nationality Act (INA), which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). CONTRACTOR shall establish appropriate procedures and controls so no services or products under this Contract will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.
- E. CONTRACTOR represents and warrants that it is not listed on the State of Florida's convicted vendor listing established under the provisions of §287.133, Fla. Stat., whereby the State of Florida maintains a convicted vendor listing which excludes those listed contractors from bid submittal for a period of thirty-six (36) months.
- F. CONTRACTOR shall maintain, for the duration of this Contract, all valid licenses and certificates required for the performance of work and Services and provision of Software and Items.
- G. Subject to *Odebrecht Construction, Inc., v. Prasad and Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation* and their progeny, this sub-paragraph applies to any contract for Software and Services (including related Items) of \$1 million or more. CONTRACTOR certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in §287.135, Fla. Stat., as may be amended or revised. CITY may terminate this Contract at the CITY's option if CONTRACTOR is found to have submitted a false certification as provided under subsection (5) of § 287.135, Fla. Stat., as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria, as defined in §287.135, Fla. Stat., as may be amended or revised.
- H. CONTRACTOR agrees to abide by all of CITY's rules and regulations while on CITY's premises or performing Services including, but not limited to, safety, health and Hazardous Material management rules, and rules prohibiting misconduct on CITY's premises such as use of physical aggression against persons or property, harassment, and theft. CONTRACTOR will perform only those Services identified on Exhibit A1 and will work only in areas designated for such Services. CONTRACTOR shall take all reasonable precautions to ensure safe working procedures and conditions for performance on CITY's premises and shall keep CITY's site neat and free from debris.
- I. Failure to comply with this Paragraph shall be considered a breach of contract.

20. RETENTION AND AUDIT

- A. CONTRACTOR understands and agrees that CITY is a public entity subject to the Florida Public Records Law and, as such, CONTRACTOR agrees to retain public records, and upon request by CITY provide to CITY those public records requested, which retention and access shall be pursuant to Chapter 119, Fla. Stat.
- B. The CITY reserves the right to audit the records of CONTRACTOR for the Software and Services (including related Items) provided under this Contract at any time during the performance and term of this Contract and for a period of five (5) years after completion and acceptance by CITY. If required by CITY, CONTRACTOR agrees to submit to an audit by an independent certified public accountant selected by CITY. CONTRACTOR shall allow CITY to inspect, examine and review the records of CONTRACTOR in relation to this Contract at any and all times during normal business hours during the term of this Contract. Records relating to the performance of this Contract shall be made available to CITY for audit upon reasonable notice.

- C. A request to inspect or copy public records relating to this Contract for Services must be made directly to the CITY and CONTRACTOR shall not release a public record in response to a request arising from anyone other than the CITY.

- D. To the extent CONTRACTOR is "acting on behalf of the CITY" CONTRACTOR shall be subject to the following provisions:

(i) As required by §119.0701, Fla. Stat., CONTRACTOR shall

(1) Keep and maintain public records required by the CITY to perform the Services.

(2) Upon request from the CITY, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law.

(3) Ensure that public records are exempt or confidential and exempt from public records disclosure requirements that are not disclosed except as authorized by law for the duration of the Contract and following completion of the Contract if the CONTRACTOR does not transfer the records to the CITY.

(4) Upon completion of the Contract, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the Service. If the CONTRACTOR transfers all public records to the CITY 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 CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

(ii) The CONTRACTOR who fails to produce the public records as required by §119.0701, Fla. Stat. may be subject to penalties pursuant to §119.10, Fla. Stat. and civil action pursuant to §119.0701(4) and such failure to produce shall be considered a material breach of this Contract by CONTRACTOR. In the event of such breach, in addition to all other remedies available, CONTRACTOR shall pay to CITY all incidental and consequential damages arising from such breach, including attorneys' fees and costs incurred by the CITY in defending a public records action as well as those assessed against the CITY in such public records action.

(iii) The term "public record" as used in this section includes all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics or means of transmission, made or received pursuant to law or ordinance and in connection with the transaction of official business by or on behalf of the CITY. Guidance as to whether something is a "public record," whether the public record is confidential or exempt, and the applicability or implementation of the provisions of Florida public records law, may be sought from the CITY's City Attorney's Office or the City Clerk's Office; provided that the CONTRACTOR hereby agrees that neither the City Attorney's Office nor the City Clerk's Office is providing legal or other advice to be relied upon by CONTRACTOR.

21. MERGER, MODIFICATION, WAIVER, AND REMEDIES

- A. This Contract contains the entire understanding between the CITY and CONTRACTOR with respect to the subject matter hereof and merges and supersedes all prior and contemporaneous agreements, dealings and negotiations. No modification, alteration, or amendment shall be effective unless made in writing, dated and signed by duly authorized representatives of both parties. Any additional or different terms in CONTRACTOR'S documents are deemed to be material alterations and notice of objection to and rejection of them is hereby given.

- B. CONTRACTOR shall not substitute the Software or the Items.

- C. In the event of any conflict between or among this Contract or any ambiguity or missing specifications or instruction, the following priority is established:

- First, the "Supplemental Provisions" set forth as Exhibit B to the Contract;

- Second, the "Federal Provisions" set forth as Exhibit C to the Contract;
- Third, these "Standard Terms and Conditions of Purchase Agreement – Software and Related Services" incorporated by reference into the Contract, collectively set forth as Exhibit A to the Contract.
- Fourth, CITY's Purchase Order Terms and Conditions
- Fifth, CITY's Invitation to Bid or CITY's Request for Proposal, as the case may be, with supporting addenda and CONTRACTOR's bid but only to the extent responsive to CITY's request, collectively set forth as Exhibit D to the Contract.

- D. No waiver of any breach hereof shall be held to be a waiver of any other or subsequent breach.
- E. CITY's rights and remedies herein are in addition to any other rights and remedies provided by law or in equity.
- F. If any provision of this Contract is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such determination shall not affect the validity of the remaining provisions unless CITY determines in its discretion that the court's determination causes this Contract to fail in any of its essential purposes.
- G. Notwithstanding anything else contained in this Contract, CITY and CONTRACTOR specifically agree that failure to perform certain obligations undertaken in connection with this Contract would cause irreparable damage, and that monetary damages would not provide an adequate remedy in such event. The parties further agree that CONTRACTOR's failure to complete performance of the Services called for in this Contract or on any project Ordered under this Contract, or failure to perform or effect performance of Services as contracted are such certain obligations. Accordingly, it is agreed that, in addition to any other remedy to which the non-breaching party may be entitled, at law or in equity, the non-breaching party shall be entitled to an order of specific performance to compel performance of such obligations.

22. DISPUTES

In case of dispute arising under this Contract between the parties, the decision of the City Manager of the City of Melbourne shall be final and binding of both parties.

23. ASSIGNMENT; SUBCONTRACTORS

CONTRACTOR may neither assign nor factor any rights in nor delegate any obligations under this Contract or any portion thereof without the written consent of the CITY. CITY may cancel this Contract for cause should CONTRACTOR attempt to make an unauthorized assignment of any right or obligation arising hereunder. This Contract may be amended only in writing signed by CONTRACTOR and CITY and subject to with the same degree of formality evidenced in this Contract. Nothing contained in this Contract will be construed as establishing any contractual relationship between CITY and any subcontractor of CONTRACTOR. CONTRACTOR will be fully responsible to CITY for the acts and omissions of the CONTRACTOR's subcontractor(s) and their employees. When subcontracting is allowed, any changes in subcontractors shall require prior written approval by the CITY.

24. OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES

CITY encourages and agrees to CONTRACTOR extending the pricing, terms and conditions of this Contract to other governmental entities at the discretion of CONTRACTOR.

25. APPLICABLE LAW

This Contract is to be construed and interpreted according to the laws of the State of Florida and all legal proceedings regarding this Contract shall be filed in Brevard County, Florida.

26. HEADINGS

The headings provided in this Contract are for convenience only and shall not be used in interpreting or construing this Contract.

27. SURVIVAL

The provisions of Paragraphs 1 (Definitions), 14 (Warranty), 17 (Ownership and Bailment), 18 (General Indemnification), 20 (Retention and Audit), 21 (Merger, Modification, Waiver and Remedies), 22 (Disputes), 25 (Applicable Law), 26 (Headings), and 27 (Survival), and, as applicable, Exhibit A2

(Software License Terms), Exhibit B (Supplemental Provisions, to the extent indicated therein) and Exhibit C (Federal Compliance Provisions), all of which will survive any termination or expiration of this Contract.

28. TIME

Time is of the essence in the performance of this Contract.

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 AS FOLLOWS:

City Clerk
900 East Strawbridge Avenue
Melbourne, Florida 32901
Telephone: 321-608-7220
Email: City.Clerk@MLBFL.org

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EXHIBIT A1

SOFTWARE AND RELATED SERVICES DESCRIPTION/SPECIFICATIONS

CONTRACTOR shall provide a Police Evidence Tracking Software Solution, and related services, all as set forth in CITY'S RFP and more particularly described in this Exhibit A1.

1. Services include, but are not limited to implementation, testing, training, and annual support and maintenance.
2. Software Solution shall include, but may not be limited to, the following:

EvidenceOnQ Server Licenses and Modules

Includes:

- EvidenceOnQ Server Database
- WebView Server
- Notes Log
- Retention Module
- Inventory Module
- Workflow Notification Module and Automated Dispo Notification
- Active Directory Integration
- eDocs Module
- MobileOnQ Module
- Eight (8) Customizable Crystal Reports - To Include: Property Report, Notification Letter, Chain of Custody, Transfer Receipt, Auction Manifest, Officer Dispo Review, and Disposal Report, Cash Ledger
- 12-month warranty
- Application Profiling and Design
- Configuration, Installation and, On-Sight Training module
- Conversion from Old System
- 10 EvidenceOnQ Concurrent Client Seat Licenses
- RMS Integration with RMS System

DigitalOnQ One Server Licenses and Modules version 1.2 (free upgrade to version 2 when available)

Includes:

- DigitalOnQ Server Database
- Upload and Authenticate Media
- Edit Information
- Burn to CD DVD
- Annotate Media
- Classify Media
- Print
- Watermark settings
- 12-month warranty period
- 10 DigitalOnQ Concurrent Client Seat Licenses
- Share Feature, allow users to give access to DA's office to access certain cases.

Professional Services

Includes:

- 1 day Remote Software & Hardware Installation
- 3 days On-site Training
- 3 days Travel and per Diem

Hardware

Includes:

- 2 (Two) Motorola MC65 with cable and docking station Includes MobileOnQ Loaded on Unit
- 5 (Five) Symbol Li4278 Bluetooth Scanner
- 5 (Five) Topaz Attached Signature Pad (T-LBK755 SE)
- 5 (Five) ZEBRA GX430T TT BARCODE NETWORK READY PRINTER

3. Software Functions shall include, but may not be limited to, the following:

Module/Functionality	
1	Physical Evidence Tracking
2	Electronic Evidence Tracking
3	Chain of Custody
4	Property/Evidence Request and Workflow
5	Report Writer
6	Auditing
General Features	
1	Data input supported by drop down menus or lists with selection options.
2	Role-based security, user configurable menus, screens, fields, and reports.
3	Electronic approval and routing.
4	Customer definable rules-based workflow
5	Full audit trail and history: date, time, who made the change, who viewed the record, etc.
6	Ability to allow for multiple digital photos, scanned images, or electronic files to be associated with any evidence record without system degradation
7	Intuitive system navigation (e.g. configurable menus, screens, drop down lists, etc.).
8	Ability for User to create user defined fields and user customizable menus and screens.
9	Maintains a full audit trail and history throughout all modules: date, time, who made the change, who viewed the record, etc.
10	Ability to provide context sensitive help.
11	Edit and/or spell checking tools.
12	Ability to drill down to transaction detail throughout all modules and across to other modules.
13	Mobility – mobile app or similar to be able to enter, view, audit from multiple locations on laptop, tablet or mobile device (accommodating CSIs, Long-term storage building, and auditing property room)
14	Multiple search capabilities – by name, address, description, category, "wildcard", etc.
15	One-way Integration with a Records Management System - ability to accept case information and officer reports from a third party RMS system.
Technical	
1	Ability to attach multiple electronic files to various records and fields throughout the system
2	Ability to email distribution of reports, approval requests, etc. from within the system.
3	Supports virtualization (VMWare).
4	Ability to implement software for SQL server
5	Ability for City to backup and restore database information including training and documentation of procedures
6	Ability for City to connect to the database to develop reports using SSRS
7	Compatible with City's current network connection. Desktop is over 10mb wireless network. Network architecture is through a 4G LTE air card.
8	Microsoft-centric technology
9	On-premises deployment
10	Browser neutral responsive web-enabled architecture
11	Supports Microsoft Active Directory for single sign-on.
Property/Evidence	
1	Track the following for each piece of evidence:
a	Date of the impoundment/collection.
b	Time of day the evidence/property was found or impounded
c	Location where the impoundment of the property occurred
d	Incident report number (case number) of the incident related to the impoundment of the property
e	Reason for the Impoundment of Property - list maintainable by the City
f	Any and all persons associated with each piece of evidence including their address, phone number, and relationship to the evidence from a list maintained by the City

g	Quantity if the evidence is a group or collection of things: e.g. 9mm shells, how many?
h	Weight or displacement should that be relevant: e.g. Marijuana in ounces or lbs., liquid in liters or gallons
i	Property Description - enough text for a full paragraph describing the property - minimum of 500 characters
j	Location in the property room where property/evidence is stored - room, shelf, bin, etc.
k	Derived from other property/evidence - If this evidence was derived from another piece of property/evidence in custody, link them in our system: e.g. DNA extracted from a sock in a lab. DNA evidence is "derived" from the sock. E.g. A copy of a video or picture is "derived" from the original.
2	Ability to mark or tag each item - physical or digital - such that it can be easily matched to an entry in the system at any time.
3	Marks or tags are unique for all evidence. They are not re-used during the life of the system.
4	The value of the mark or tag that is placed on a physical piece of evidence, or used to identify a piece of digital evidence is easily discovered by:
a	Being stored with the property/evidence record in the system
b	A pattern or algorithm that is known to the City such that it can be replicated outside of the system if needed.
5	Ability to associate an image/picture of evidence/property with that evidence/property to be viewed side-by-side; able to pull up property and see a photo in the description
6	Ability to associate as many electronic files as necessary to a piece of property in the system - PDFs, pictures, scanned images, etc.
Marking/Tagging Physical Evidence	
1	Marks or tags remain usable for at least 10 years before needing to be replaced
2	System is able to alert user as to how old a "tag" is and when it is due to be replaced
3	Once a tag is replaced it starts a new countdown for the new tag replacement
4	Marking/Tagging physical evidence: barcode labels, RFID tags, or other physical means
5	Customize tab/label based on property category
6	Ability to use 2-D barcodes
Chain of Custody (CoC) Events*	
1	Property/Evidence involved in the CoC event
2	Date of CoC event
3	Time of CoC event
4	Each Person involved in CoC event
5	Origin Location of CoC event - A list maintained by the City - a list including but not limited to: crime scene, property room, CSI, a specific LAB, a specific Court, the Owner, a destruction facility
6	Destination Location of CoC event - A list maintained by the City - a list including but not limited to: crime scene, property room, CSI, a specific LAB, a specific Court, the Owner, a destruction facility
7	Expected Return indicator and date/time - property/evidence that leaves the property room is either expected to return (from CSI, or a LAB) or it is not (Court, Owner possession). This may be used in conjunction with the "Final Destination" indicator.
8	Reason for the CoC event to include (but not limited to): seizure, custody, control, transfer, analysis, and disposition of physical or electronic evidence.
9	As it applies to digital evidence a CoC event is triggered when anyone moves, copies, edits, or manipulates the evidence in anyway via software application - photo/video editor, file manager, etc.
10	Final Destination - when a piece of property/evidence reaches its final destination the system documents that event as "Final Destination" regardless of the location.
11	Ability to request through the system a CoC event (such as evidence moved to CSI, to court, etc.) to take the place of phone calls and personal visits. This could be an e-mail input for this request, i.e. an e-mail to the system which creates the request. This will document the requester either by sign-on as user or e-mail address and include the intended purpose.
*	This includes/duplicates requirements specified in Property/Evidence 1a. through 1f above.
Chain of Custody - Digital Property/Evidence	
1	Digital evidence - once submitted to the system - is locked down so it can not be deleted, moved, or edited without an audit trail.
2	When a copy of digital evidence is to be altered for clarity or to give to a third party (newspaper, TV, etc.) original is always preserved and the copy is recorded with description of what changes were made.
Purging Property/Evidence	
1	Ability to establish retention period - purge date - for each item based on:
a	Category of item - drugs, guns, clothing, bicycles, etc.
b	Category of seizure/crime - murder, lost and found, misdemeanor, felony, etc.

c	Ability to manually set if the item does not have a retention period.
2	Purging - a Chain of Custody (CoC) event <u>and should fall under</u> the requirements listed under Chain of Custody Events above.
3	Auto-Notification that item(s) are within X # of days/weeks/months of purge date.
Auditing Property/Evidence	
1	Ability to select specific location(s) in the property room - physical or digital - and scan area(s) and determine quickly what matches the system and what does not.
2	Random Audits - the system randomly selects a location or items for audit based on entered parameters - either triggered manually or on a schedule determined by the City
3	Full Audits - all property
4	The auditing function provides percentage of each category (i.e. 25% drugs, 10% money, 65% Guns)
5	Each audit reports on items that are in the system but are not found, and items found but not in the system or in a different location
Reporting	
1	Each item's relationship to any other item is easy to establish and report on such as:
a	Items belonging to the same case or call
b	Items derived from another item – e.g. DNA evidence taken from a sock
c	Items with Chain of Custody commonalities such as:
i	The same or similar Chain of Custody event - e.g. items taken to LAB for processing or handled or checked out by an officer or property clerk
ii	Ability to further specify the same exact Lab or the same exact officer
iii	Chain of Custody event in the same date/time period: e.g. confiscated gun, bike that was returned to its owner, a right hand glove that was sent to a Lab all on the same day.
2	Ability to schedule reports to automatically run at specified intervals and e-mail to selected individuals
3	Ability to create custom reports on all fields/data in the system.
4	At-a-Glance reports such as a dashboard or similar function where summary statistical information can be easily seen such as: items out to Lab, Court, Destruction, Returns, etc.
Training	
1	End-user training prior to go-live
2	Security set-up training prior to go-live
3	I.T. training for necessary customer server and application maintenance prior to go-live
4	Additional training available throughout the life of the contract if necessary

Future Functions (within 1 year of system implementation):

Chain of Custody (CoC) - Digital Property/Evidence	
1	If digital evidence must be "checked out" to a third party software for editing or adjustment:
a	The checkout is recorded as a CoC event and able to document what software/hardware/equipment was used to edit the digital evidence.
b	When checked back in this is recorded as a CoC event and the edited version of the digital evidence is locked down so it can not be deleted, moved, or edited without an audit trail.
2	Ability to check in and secure as evidence digital files such as pictures or videos in the field (e.g. crime scene) as quickly as possible.

4. Implementation Plan/Project Schedule

PHASE I – EvidenceOnQ/DigitalOnQ Configuration and Design – Estimated Time 4 Weeks

• Task 1 - Profiling (Configuration) of EvidenceOnQ and DigitalOnQ Software

CONTRACTOR shall configure the home-screen of the EvidenceOnQ and DigitalOnQ applications by adding and arranging data fields with their definition and characteristics as directed by the CITY. This is done remotely via web-conference(s). CITY staff will provide acceptance via CONTRACTOR provided Profile Acceptance Form. The profiling process typically takes approximately two weeks to complete. (This allows for a few iterations of the profile based on the CITY's on-going review and input.)

CONTRACTOR Responsibilities:

- Schedule and direct on-line profiling sessions.
- Provide Application Profile Acceptance Form (and necessary revisions as needed) for the CITY to review and ultimate sign-off and approval.
- Come onsite to Melbourne Police Department, if so requested by the CITY, to facilitate configuration.

Completion Criteria:

This task is complete upon delivery of the final iteration of the Application Profile Acceptance Form and confirmed with the signature of CITY.

- **Task 2 - Provide look-up values, locations, barcode design, etc. to FileOnQ**

CONTRACTOR shall populate tables such as look-up values, locations, user group names, retention codes, etc. as directed by CITY. CONTRACTOR will provide CITY with an Excel document for providing these values and will show examples where necessary.

CONTRACTOR Responsibilities:

- Provide Excel document to CITY Staff for documenting the values
- Provide examples for look-up values, locations, and barcode designs
- Offer guidance to CITY Staff for making decisions

CITY Responsibilities:

Provide lists and values as requested from CONTRACTOR. CITY may reserve the right to defer decisions regarding label design, retention, etc. until a later date.

Completion Criteria:

This task is complete upon delivery of the requested information from CONTRACTOR. Note: values and lists may be added upon and modified at any time.

- **Task 3 - Custom Report Design**

CONTRACTOR shall customize forms/reports for physical and digital evidence, per CITY requirements, using Crystal Reports. The forms/reports will then be imported into EvidenceOnQ and launched.

CONTRACTOR Responsibilities:

- Schedule and direct on-line report tailoring sessions with CITY Staff via GoToMeeting.
- Provide Custom Report Acceptance Forms (and necessary revisions as needed) for CITY Staff review, sign-off and approval.

CITY Responsibilities:

Participate in on-line report tailoring sessions with CONTRACTOR via GoToMeeting as needed.

Completion Criteria:

This task is complete upon delivery and installation of the eight (8) final custom reports. Final report designs will be confirmed by CITY signature on Custom Report Acceptance Forms.

- **Task 4 - Order hardware and peripherals**

CONTRACTOR shall order the associated hardware and send to Melbourne Police Department. This includes barcode scanners, signature pads, barcode label printers, labels, and printer ribbons. The Motorola MC65 devices will be sent from CONTRACTOR after MobileOnQ software is installed.

CONTRACTOR Responsibilities:

Order hardware from appropriate vendors, pay for the hardware in full, and provide a tracking number to CITY Staff with estimated time of arrival.

CITY Responsibilities:

Upon receipt of hardware, inventory all boxes to ensure everything has been received.

Completion Criteria:

This task is complete when all hardware is confirmed received and the CITY provides CONTRACTOR with receipt(s).

- **Task 5 – Sample Import Data Submitted**

The CITY will provide CONTRACTOR with sample data files that represent all data from databases it wishes to import into EvidenceOnQ before “go live”. CONTRACTOR will provide Data Import Mapping Approval Form(s) detailing agreed upon data mappings.

CITY Responsibilities:

- Provide an ASCII delimited file(s) from the PRIMIS system by R.J. Lee containing the fields MPD wishes to import into EvidenceOnQ.
- Provide values for lookup tables, locations, and users that CITY wishes to import into EvidenceOnQ.
- Meet with CONTRACTOR personnel to determine data mapping between EvidenceOnQ data fields and data fields of conversion file(s).
- Review, provide feedback, and sign-off/accept Data Import Mapping Approval Form(s).

CONTRACTOR Responsibilities:

- Meet with appropriate CITY personnel to determine data mapping between EvidenceOnQ data fields and data fields of conversion file(s).
- Provide Data Import Mapping Approval Form(s) for sign-off.
- Conduct test imports and communicate with CITY Staff regarding error resolution

This task is complete and confirmed by CITY signature on Data Import Mapping Approval Form(s).

- **Task 6 - EvidenceOnQ data conduit to Cyberlaw**

CONTRACTOR will provide a data conduit or API that will allow a CITY employee to see evidence in EvidenceOnQ inventory while in a CyberLaw screen. The EvidenceOnQ information will be hyperlinked for easy access to the EvidenceOnQ information by allowing a user to leave Cyberlaw and enter EvidenceOnQ's system through an active directory authentication process. The data conduit shall also allow for updating predesignated EvidenceOnQ fields that would allow for case status updates for assigned investigator, case adjudication, date of a particular case milestone.

CONTRACTOR Responsibilities:

- Identify the necessary schema, file directory, and network information as required for CONTRACTOR to build the data conduit between EvidenceOnQ and CyberLaw
- Build the appropriate data conduit to allow for the intended functions in the EvidenceOnQ and CyberLaw systems as set out in the above description.

CITY Responsibilities:

- Provide CONTRACTOR with the necessary schema, file directory, and network information as required for CONTRACTOR to build the data conduit between EvidenceOnQ and CyberLaw

Completion Criteria:

CONTRACTOR and CITY Staff will test the data conduit functionality in Phase II and Phase III as data importing is tested and ultimately validated during the Go-Live process.

PHASE II – Installation and Import Testing – Estimated Time 4 Weeks

- **Task 7 - EvidenceOnQ Software and Peripheral Hardware Installation (Test and Production Environments)**

Installation of EvidenceOnQ & DigitalOnQ software and peripheral hardware in the test environment and/or production environment will be completed. (Depending on how CITY wishes to do their testing, EvidenceOnQ & DigitalOnQ can be installed on the production environment with a test database or into an “isolated” test environment. The Project software will not be modified as a result of testing – only the Project’s database may change. To streamline the process, the EvidenceOnQ & DigitalOnQ systems are installed into a CITY’s production environment, giving them a test database to use in initial testing and then keep in place for testing any future upgrades.)

CONTRACTOR Responsibilities:

- Provide CITY with hardware, software and network specifications two (2) weeks prior to software installation for both test and production environments.
- On-site installation of EvidenceOnQ & DigitalOnQ software to include:
 - EvidenceOnQ SQL Server database
 - DigitalOnQ SQL Server database
 - eDocs SQL Server database
 - EvidenceOnQ Desktop Client
 - DigitalOnQ Desktop Client
 - WebView Server
 - FileOnQ Admin Client
 - FileOnQ Portal
 - FileOnQ Profiler™
- Provide CITY with hardware, software and network specifications two (2) weeks prior to software installation for both test and production environments.
- Remote or on-site installation and configuration of MobileOnQ software on the Motorola MC65 device(s) provided by CONTRACTOR.
- Remote or on-site installation and configuration of other hardware peripheral (barcode scanners, label printers, and Signature pads) purchased from CONTRACTOR.

CITY Responsibilities:

- Provide personnel with the administrative rights necessary to install and configure the software and related hardware as detailed above.
- Ready network and servers for installation of EvidenceOnQ software components as detailed in System Requirements Verification Form.

Completion Criteria:

This task is complete and confirmed by CITY signature on Installation and Training Outline\Checklist.

- **Task 8 - Configure User Groups, Permissions**

CONTRACTOR and CITY Staff will work together to determine the number of user groups, the names of the groups, and the permissions within each group. CONTRACTOR support will provide CITY IT personnel with the appropriate tools for creating these groups within Active Directory and provide

training for updating the system as MPD personnel leave or are hired. As modifications and additions are made to the EvidenceOnQ database, CONTRACTOR will update the existing application on the MPD server (with CITY's prior permission).

CONTRACTOR Responsibilities:

- Work with CITY IT personnel to create the appropriate user groups and permissions and integrate them with District Attorney active directory.
- CONTRACTOR and CITY will perform adequate testing of users and user groups to determine the active directory integration is performing accurately.

CITY Responsibilities:

- Provide CONTRACTOR with Active Directory user group permissions

• **Task 9 - Data Conversion/Import Testing**

CONTRACTOR will design the data import and set up for the specified data to be imported into EvidenceOnQ as confirmed and approved on Data Import Mapping Approval Form.

CONTRACTOR Responsibilities:

- Establish data import design and set up of all data provided by CITY into EvidenceOnQ

CITY Responsibilities:

- Participate in on-line sessions with CONTRACTOR to configure AD settings associated with the EvidenceOnQ system.
- Submit Data Import Mapping Approval Form with import result number filled in for review and approval.
- Participation as appropriate in the data import into the EvidenceOnQ Test database.
- Review and sign-off and acceptance of data import results detailed by EvidenceOnQ in Data Import Mapping Approval Form.

Completion Criteria:

Sign-off and acceptance of data import design and results detailed by CONTRACTOR in Data Import Mapping Approval Form.

PHASE III – GO LIVE – Estimated Time 2 Weeks

Task 10 - EvidenceOnQ and DigitalOnQ End-User Training

On-site, hands-on training of CITY's "end-users" and evidence technicians for a minimum of four days will be conducted at the MPD offices. Training can be provided directly to MPD end-users or provide "train-the-trainers sessions and use these in an evidence unit environment if possible. The training hours for may be used for other things. For example, some departments train their own officers, but have CONTRACTOR on-site the day of "Go-Live" to answer any questions that arise. Training will be provided in order to accommodate shifts and work hours so as not to incur overtime costs for the CITY.

CONTRACTOR Responsibilities:

- Provide all training presentation materials to CITY Staff one week prior to training. This materiel includes hard copy and soft copy of any literature, presentation slides, Manuals or directions.
- Provide on-site "end-user" by Bruce Adams and Shannon Turner, both former evidence technicians and crime scene investigators as directed by MPD.
- Provide training that involves each step of the evidence management process, from intake to disposition, and also includes recommendations for storage methods and workflow.

CITY Responsibilities:

- Assign personnel with basic Windows software skills to receive training. (Number of course attendees and number of sessions to be determined and mutually agreed upon by CITY and CONTRACTOR).
- For investigator training, provide a suitable classroom facility with a computer workstation for the instructor with access to evidence unit enables the EvidenceOnQ application. (Evidence staff are trained at their own desks in the evidence room.)

Completion Criteria:

This task is complete when CONTRACTOR has provided all of the training sessions outlined above for "End-users".

- **Task 11 – Final Data Import of "Live" Data**

CONTRACTOR will complete the final data import provided by CITY in the format confirmed and approved on Data Import Mapping Approval Form.

CONTRACTOR Responsibilities:

- Perform data import of all data provided by CITY into the EvidenceOnQ "live" database.
- Submit Data Import Mapping Approval Form with import result number filled in for CITY's review and approval.
- Provide on-site "end-user" training as directed by CITY Staff.
- Provide a detailed outline of the training to be provided, training "cheat sheets", step-by-step procedures, and subsequent training handouts.
- Provide recorded training video for MPD training division to use for training officers.
- Ensure all computers and associated hardware are installed, programmed, and functional.

CITY Responsibilities:

- Schedule the MPD evidence technicians to be available for the training on site without interruption.
- Provide appropriate CITY back-up personnel to cover any evidence-management emergencies or questions that may come up so as not to take them away from training.
- Review and sign-off and acceptance of data import results detailed by CONTRACTOR in Data Import Mapping Approval Form.
- Provide an IT contact during the training in the event a technical issue needs to be addressed.

Completion Criteria:

Sign-off of data import results detailed by CONTRACTOR in Data Import Mapping Approval Form.

- **Task 12 – "Go Live" of EvidenceOnQ & DigitalOnQ Solutions**

CITY Staff to start using EvidenceOnQ & DigitalOnQ solution for their daily property and evidence management operations and procedures. The system shall be considered "in production" at this time.

CONTRACTOR Responsibilities:

- Be on-site to oversee "Go Live" should CITY decide to use their "End-User" training hours in that way.
- Begin Annual Maintenance and Support phase of CITY's Project.

CITY Responsibilities:

- Begin operational use of the system.
- Report to CONTRACTOR Support any issues that arise from use of the EvidenceOnQ & DigitalOnQ software.

Completion Criteria:

This task is complete when the CONTRACTOR's Applications are placed in live production operation.

- **Task 13 – Finalize Policy for Workflow Notification Triggers and Configure Triggers in the EvidenceOnQ Application**

CONTRACTOR recommends that the system be in place and "live" for at least 30 days prior to final configuration of disposition notification and workflow notification.

CONTRACTOR Responsibilities:

- Provide CITY with a full understanding of the capabilities of the modules and offer examples and suggestions in order to make the implementation of these modules a success
- Work closely with CITY Staff to determine efficient processes and configure the modules to meet their needs.

CITY Responsibilities:

- Provide CONTRACTOR access to server files as necessary in order to set the configurations and triggers for the modules.
- Work with CONTRACTOR to set up auto-generated reports and emails to MPD personnel.

Completion Criteria:

CONTRACTOR and CITY Staff test triggers for appropriate automated appropriate response.

5. Training Plan

CONTRACTOR shall provide three (3) days for Train the Trainer onsite training. Typical trainers of the system are usually the Evidence Personnel, however CONTRACTOR can accommodate Officer training session if deemed necessary. Below is an example of a typical training and will be modified to meet the needs, schedule, and audiences of your agency. All training listed below will be performed ON SITE at the location(s) designated by the Melbourne Police Department.

Day 1	Training Topic/Task	Audience
2 hours	<ul style="list-style-type: none">• Customizing individual toolbars• Entering new evidence into the system• Entering Digital Evidence into the system• Adding additional evidence to an existing case• Printing barcodes	Evidence Personnel Officers
1 hours	<ul style="list-style-type: none">• Intake processes – receiving and verifying exhibits• Performing "check and balance" queries to verify all items have been received• Making and documenting changes	Evidence Personnel
1 hour	<ul style="list-style-type: none">• Various methods of transferring exhibits to storage locations --• scanning individual items• scanning groups of items• scanning multiple items into multiple locations• manually transferring individual items and groups of items	Evidence Personnel
1 hour	<ul style="list-style-type: none">• Releasing evidence – electronic signatures• MobileOnQ – performing transfers and releases using mobile PDA	Evidence Personnel

Day 2	Training Topic/Task	Audience
2 hour	<ul style="list-style-type: none"> • Performing queries • DigitalOnQ Queries, Viewing Digital Evidence • Queries from profile screen, various combinations and ways to search for exhibit information, combining known information with unknown or partial information • Searching by current location • Searching by home location • Searching by date range 	Evidence Personnel Officers
1 hours	<ul style="list-style-type: none"> • Creating location barcodes • Printing chain of custody reports • Viewing/Printing full audit trail, including all transfers, edits, and requests • Adding comments and Notes Log entries • Searching comments and Notes Log entries 	Evidence Personnel
2 hours	<ul style="list-style-type: none"> • Performing queries and printing reports: • Customized query report • Automated forms such as chain of custody, exhibit log, pull list, check-out receipts, destruction lists, drug offence and disposition report • Exporting query data into Excel • Producing letters and notifications • Methods of saving reports, i.e. Word, PDF, etc. • Query by scan – grouping items for a common purpose • Batch Update – making changes to groups of items, discussion of scenarios 	Evidence Personnel
Day 3	Training/Topic Task	Audience
2 hours	<ul style="list-style-type: none"> • Discussion and analysis of required custom queries to assist with work processes, i.e. intake, current inventory on hand, destruction projects, ticklers, specialist projects, etc. • Creating custom queries. • Performing inventories • Printing inventory reports • Adding notes to inventories • Query inventory history • Adding to look-up values • Enabling dependent fields • Printing location control sheets • Modifying/creating label designs 	Evidence Personnel
4 hours	<ul style="list-style-type: none"> • Digital Evidence Search / Filter • DigitalOnQ Features: Annotate, Print, View, Burn CD / DVD, Delete... 	Evidence Personnel

During the three days on site, CONTRACTOR can provide 60-minute training sessions to investigators. This training will be scheduled to accommodate shifts and specialty groups as to not incur overtime and can be taught throughout the three days on site intermittent with the training for the evidence personnel. The training will be given using CITY's live database. Training materials power point files will also be provided as needed.

Topics of the training for investigators will include:

- Evidence entry
- Adding evidence to existing cases
- Printing barcode labels
- Printing Evidence Reports
- Searching the system

- Submitting requests
- Attaching electronic files

Following on-site training, CONTRACTOR will provide ongoing training as necessary via web conference. CITY personnel will be given access to the CONTRACTOR's website that contains training videos on numerous topics. This ongoing training is included in the maintenance and support of the EvidenceOnQ system and will not incur additional costs.

6. Support and Maintenance

CONTRACTOR shall provide unlimited maintenance, support, and training for the first twelve (12) months following Go Live.

A. Support and Maintenance Services shall include, but may not be limited to, the following:

- Free upgrades
- Unlimited telephone and online support
- Unlimited training via telephone and web-conference
- Bug fixes and new build patches
- Loaner hardware if needed
- Assistance with developing new policies and procedures
- Access to the EvidenceOnQ website with training videos and tools

B. Goals and Metrics:

Priority Level	Description	Response Time	Escalation Time
0	System down. Users unable to access or input records.	1 hour	1 hour
1	Significant problem. Multiple users are down or key function is unavailable.	1 hour	2 hours
2	Minor problem. Some records not available or a feature is not operating properly.	2 hours	1 day
3	Intermittent. Problem may slow down data input or retrieval, or a workaround is needed to use a feature.	2 hours	1 month
4	Cosmetic. Does not affect ability to efficiently enter and retrieve data or use all required features	4 hours	6 months
Response Time:	The time between CITY notification to CONTRACTOR's Technical Support and return call from CONTRACTOR's Technical Support.		
Escalation Time:	The time between start of troubleshooting by CONTRACTOR's Technical Support and the escalation of issue to Level III Support or Support Management.		

CONTRACTOR will measure response and escalation times monthly and will conduct regular customer satisfaction surveys.

Services to be provided by CONTRACTOR Technical Support:

- CITY telephone support
- CITY e-mail support
- Use of GoToAssist for troubleshooting assistance
- After-hours emergency support
- On-site support available at an hourly rate plus travel expenses
- Limited emergency hardware loaners
- Escalation to level III support
- Escalations to third party supplier
- Unresolved Calls reporting

C. Service Levels

- CITY telephone support- Telephone support is provided on a call back basis. Once a message is left, a support analyst will return the call within the response time specified in section 6.B. above. Problems are handled immediately and resolution is not to exceed the escalation time specified in section 6.B. above before being escalated to level III support.
- CITY e-mail support - The response time for e-mail support is not to exceed 24 hours (excluding weekends and holidays), although it will typically be less than 4 hours. Problems are answered immediately when read, unless the problem requires escalation.
- Use of GoToAssist for troubleshooting assistance - CONTRACTOR Support Analysts may use GoToAssist enabled website to access CITY machines, with CITY approval, to assist in troubleshooting. This is available only if Internet access is available to CITY machines.
- After-hours emergency support - The response time for emergency voice mail messages is not to exceed 2 hours. Problems are handled immediately; however, some CONTRACTOR resources may not be available at the time of service, which may affect the overall resolution of the problem.
- Limited Hardware Loaners - CONTRACTOR will provide a limited inventory of hardware loaners (such as barcode scanners), for any equipment purchased from CONTRACTOR that fails and requires service from the manufacturer. These loaners can be shipped next day air upon CONTRACTOR's receipt of a valid PO for the value of the equipment to be shipped. PO's must be received by 2:30 PM Pacific Time to be shipped that day. Hardware not returned within 30 days of shipment will be invoiced for the full cost.
- Escalation to Level III Support - Problems that cannot be resolved within a reasonable time after the initial contact will be escalated to level III support based on the escalation schedule defined in section 6.B above. CONTRACTOR shall direct all resources necessary to bring the problem to resolution.
- Unresolved Calls reporting - CONTRACTOR's Director of Customer Services shall run an Unresolved Calls Report on a weekly basis in order to monitor quality. Results shall be reported to CONTRACTOR's upper management discussed with appropriate CITY staff members.

D. Scope and Limitations

CONTRACTOR will provide general support for software manufactured by CONTRACTOR and hardware sold by CONTRACTOR. This includes the following:

1. Installation and configuration support for the Server application
2. Installation and configuration support for the Client application
3. Hardware configurations and troubleshooting
4. Defect maintenance
5. Database problems caused by a supported CONTRACTOR product

Support will be provided either by email or telephone as the CITY chooses.

Support will only be provided to authorized CITY Contacts who are familiar with all of the CONTRACTOR's products in use. The CITY Contact must also be familiar with the application being run.

The following list details some of the issues that are not covered by a maintenance contract. This list should in no way be considered exhaustive.

1. Database Management
2. Maintenance or troubleshooting of the network
 - a. Connections
 - b. Operating system
 - c. Infrastructure
 - d. etc.

3. Data or System Security
4. Third Party Software
5. Maintenance of the Server
 - a. Operating System
 - b. Hardware
 - c. Etc.

E. Management Escalation Procedure

All requests from CITY to escalate to management will be responded to by the Director of Customer Services within 2 hours. In the event the Director of Customer Services is unavailable, the backup team member will handle the problem and use all available resources to remedy the problem.

F. Defect Prioritization

Defects discovered by Technical Support on shipping versions of software will be reported to the Engineering team. These defects will be prioritized with other issues. CITY priorities will be based on the following criteria:

1. Number of customers potentially impacted by the defect
2. Severity of the defect to the operation of the customer
3. Impact to data integrity

G. Defect Resolution

Defect resolution may take any one of the following forms at the discretion of the Defect Resolution Team (executive staff from Customer Support, Development and Quality Assurance).

1. Work around
 - a. Redesign of the customer's application
 - b. A change in the database
 - c. A change in the customer's operational procedures
 - d. Other
2. Installation of a software patch
3. Upgrade to a newer release of the version

H. CITY Responsibilities

CONTRACTOR will support any hardware or software that CONTRACTOR has provided to the CITY. CONTRACTOR cannot take responsibility for managing or maintaining a CITY's network or database.

1. CITY must utilize their internal Help Desk for assistance before calling CONTRACTOR's Technical Support.
2. Caller must be an authorized CITY contact, who is familiar with the client and server portions of the software.
3. Caller must be an authorized CITY contact, who is familiar with the application and their own data management.
4. IT resources may be required for some issues.
5. CITY must be using current versions of CONTRACTOR's software.

I. Operational Procedures

- Contact information:
 - Email: Support@fileonq.com
 - Phone: 1-800-603-6802 selection 4 from the menu
 - Emergency Support: 1-800-603-6802 selection 5 from the menu

- Service Hours:
 - Monday through Friday 8:00 a.m. to 8:00 p.m. eastern time, excluding holidays.
 - After hours support covering evenings, weekends, and holidays after business hours is an option.
- Call Tracking
 - CITY records will be maintained in a Customer Support Call Tracking system. All communications between the CITY and CONTRACTOR's Technical Support will be logged under the customer record to maintain a history of the CITY's system and issues to allow for personalized service and support.
 - CONTRACTOR will utilize this system to maintain control of all incoming and open issues to provide the highest level of service and follow-up.
- Prioritization

Most calls will be handled on a first come first served basis; however, situations of a critical nature may be taken out of turn. CITY must communicate the level of priority when contacting CONTRACTOR based on the chart in section 6. B.

7. Warranty

CONTRACTOR warrants EvidenceOnQ and DigitalOnQ® against deficiencies in functionality, defects in operation and deficiencies in meeting the performance criteria specified in the proposed system specifications. This warranty will begin on the date that CITY completes system testing and places the solution into production. The initial warranty period will consist of one (1) year. Warranty means pre-emptive and/or corrective actions will be taken to ensure that the system operates 'as advertised and promised'.

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EXHIBIT A2
SOFTWARE LICENSE TERMS

The terms contained in this Exhibit A2, together with the terms contained on CONTRACTOR'S software license agreement that have been agreed to by CITY and attached hereto as Attachment A2-I, shall govern CITY'S use of the Software provided under this Contract. In the event of a conflict between this Exhibit and CONTRACTOR'S software license agreement attached as Attachment A2-I, the terms herein shall take precedence.

Section 1. Grant of License

A. CONTRACTOR grants to CITY and its subcontractors a non-exclusive, perpetual, royalty-free, worldwide license to use and copy the Software and associated documentation and technical materials listed on Exhibit A1 for CITY'S internal purposes only, including the right to use copies of the Software for internal training, and to make archival copies as CITY deems fit. Title to and ownership of the Software shall at all times remain with CONTRACTOR. CITY will include on any authorized copies the copyright notices or proprietary legends contained within the Software or upon the associated documentation. CITY agrees not to reverse engineer or decompile the Software.

B. All software provided by CONTRACTOR shall be the most recent commercially available version unless otherwise expressly authorized by the CITY.

C. CONTRACTOR shall provide CITY with the latest Releases, Updates, and Upgrades made to each Software program licensed herein as soon as they are made available to CONTRACTOR'S other customers, at no additional cost to the CITY, provided CITY is receiving support and maintenance from CONTRACTOR.

D. CONTRACTOR also grants to CITY the right to modify or enhance the Software for its own internal purposes and use, either through the Services provided by CONTRACTOR or by means of its own employees or contractors. This right is dependent on the agreement of CITY'S employees and contractors not to disclose or distribute any part of the Software to any other person or entity or otherwise violate CONTRACTOR'S proprietary rights in the Software. CITY shall own all internal use right, title and interest to such modifications, enhancements or derivatives. CONTRACTOR shall not use or incorporate CITY'S modifications, enhancements or derivatives into CONTRACTOR'S Software unless the parties first reach mutual agreement for the division of rights and royalties.

Section 2. Software Warranty

A. Title: CONTRACTOR warrants that CONTRACTOR has or CONTRACTOR'S licensors have legal title and rights of ownership of the Software and supplemental documentation, and that CONTRACTOR has full power and authority to provide the license granted by this Agreement to CITY. CONTRACTOR warrants that CITY'S use of the Software and related documentation will in no way constitute an infringement or other violation of any patent, copyright, trade secret, trademark or other proprietary right of any third party.

B. Defects: For twelve (12) months from the date of CITY'S acceptance of the Software (or longer if CONTRACTOR offers a longer warranty period with CONTRACTOR'S Software license) CONTRACTOR warrants that the Software licensed in this Agreement is free from significant programming errors and defects in workmanship and materials.

C. Compliance with Specifications: CONTRACTOR warrants that the Software licensed in this Agreement substantially complies to functionality and performance matching CONTRACTOR'S specifications already provided to/used by CITY. CONTRACTOR also warrants that the Software does not contain.

D. CONTRACTOR represents and warrants that, at the time of delivery and installation of the Software provided pursuant to this Contract, those products shall be free of any codes, instructions, programs or programming devices that may access, modify, delete, damage, deactivate, disable or otherwise intentionally interfere with CITY'S use of the Software or other computer software, hardware or data, (what are commonly defined as viruses, backdoors, worms, spyware, malware and other malicious code) such that it will hamper performance of the Software, collect unlawful personally identifiable information on users, or prevent the Software from performing as required under the terms and conditions of the Contract. CONTRACTOR further warrants that neither it, nor its agents, employees, or subcontractors, shall insert any shutdown device following delivery of the equipment and Software. Notwithstanding the foregoing, this representation and warranty does not include a disabling device that limits, suspends or ends use of the Software expressly permitted by the terms and conditions by the license under which it was provided.

E. If CONTRACTOR breaches any of the foregoing warranties, CONTRACTOR shall, at CITY'S option, (i) promptly correct any non-conforming or defective workmanship at no additional cost to the CITY; or (ii) CONTRACTOR shall promptly repair, replace, or refund the amount paid for such Software and Services (including related Items); and (iii) shall pay to CITY all incidental and consequential damages arising from breach of the foregoing warranties.

Section 3. Intellectual Property Indemnification

CONTRACTOR shall defend, indemnify, and hold CITY and its employees, officers, agents, representatives, and subcontractors harmless any costs, expenses (including reasonable attorneys' fees), losses, damages, or liabilities incurred because of or actual or alleged infringement of any patent, copyright, trade secret, trademark, maskwork, copyright, or other proprietary right of any third party, arising out of the use or sale of Items or CONTRACTOR'S Software and Services (other than for liability proved to be the fault of CITY). CONTRACTOR'S indemnification under this subsection applies only to: (i) unmodified Software licensed to CITY; (ii) Software modified by CONTRACTOR for CITY; and (iii) Software modified with CONTRACTOR'S express permission.

If a third party's claim endangers or disrupts CITY'S use of the Software, CONTRACTOR shall, at CITY'S option and at no charge to CITY, (a) replace the Software with a compatible, functionally equivalent and non-infringing product; (b) modify the Software to avoid the infringement; (c) obtain a license so CITY may continue use of the Software for the Agreement term; or if these options are commercially unreasonable (d) return a pro-rata portion of the applicable license fee paid by CITY, based on straight-line depreciation of ten (10) years.

Section 4. Support During Warranty Period

During the warranty period referenced in Section 2 above, and without additional charge, CONTRACTOR shall provide CITY with at least the same level of Software support as described in Exhibit A5 of this Contract.

If no Exhibit A5 is included in this Contract, CONTRACTOR shall provide at least CONTRACTOR'S standard level of Software support provided to CONTRACTOR'S other customers, including telephone support during standard business hours (8:30 a.m. - 5:00 p.m. EST, Monday through Friday) and written consultation upon CITY'S request.

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EXHIBIT A3

TRAINING FOR SOFTWARE USE

The terms contained in this Exhibit A3 shall govern CONTRACTOR'S training of the CITY'S use of the Software.

Section 1. Training Period.

CONTRACTOR shall provide CITY with such training in the operation and maintenance of the Software as described in Exhibit A1 and thereafter as CITY may reasonably request, up to six (6) months after CITY'S acceptance of the Software at no additional cost to CITY. CONTRACTOR will also provide CITY with a schedule of CONTRACTOR'S regular on-going training and education workshops and sessions which apply to the Software.

Section 2. Coordinators

CITY and CONTRACTOR shall designate training coordinators to manage the preparation, set-up and delivery of the training sessions. The initial training coordinators for each party are the "City Department Contact" and the "Contractor Contact" set forth on the first page of this Contract.

Section 3. Content

- A. Prior to the beginning of any training, CONTRACTOR'S training coordinator shall contact CITY'S training coordinator with a description of the training to be provided and the materials, facilities, equipment or other needs required for the training. Any training needs, facilities and/or equipment that CONTRACTOR requires and which CITY does not have reasonably available shall either be provided or arranged to be provided by CONTRACTOR, at CONTRACTOR'S expense.
- B. CONTRACTOR shall provide all training described in Exhibit A1 and related materials at the fees provided in Exhibit A4; any additional training by CONTRACTOR shall be at fees mutually agreed upon by CITY and CONTRACTOR. CONTRACTOR will have no claim against CITY for travel expenses of any nature, including transportation, meals, hotel and other related expenses, unless specifically authorized on Exhibit A1 or in advance in writing by an authorized CITY representative. Authorized travel expenses shall not exceed the guidelines of CITY'S travel services.
- C. At its option and at no charge by CONTRACTOR, CITY shall have the right to use, modify, copy, have copied, distribute and have distributed CONTRACTOR'S training materials for CITY'S internal training purposes only. All copies made by or on behalf of CITY shall retain the provided copyrights and other ownership marks of CONTRACTOR.

Section 4. Location

- A. Such training shall be provided at CITY'S designated location(s) by CONTRACTOR'S competent instructors fully trained in the operation and maintenance of the Software. Training will include "hands on" training, using the Software and the documentation. This training will be presented directly to CITY'S designated employees and/or agents, who may then train other CITY personnel as required and without further payment to CONTRACTOR. CITY may have up to a maximum of twenty (20) people per training session provided by CONTRACTOR, unless otherwise mutually agreed otherwise.
- B. CONTRACTOR shall comply with CITY'S rules and regulations while at CITY'S facilities or performing training including, but not limited to, safety, health and hazardous material management rules, and rules prohibiting misconduct including, but not limited to, use of physical aggression against persons or property, harassment and theft. CONTRACTOR understands that its employees or representatives may be required to sign a separate non-disclosure agreement prior to accessing CITY'S facilities.
- C. CONTRACTOR will only perform training in the areas designated for such training. CONTRACTOR shall take all reasonable precautions to ensure safe working procedures and conditions for CONTRACTOR'S training at CITY'S facilities and shall keep CITY'S facilities neat and free from debris.

EXHIBIT A4

PRICING SCHEDULE

CONTRACTOR shall provide a Police Evidence Tracking Software Solution, (including related Items) for the prices stated below:

Description	One-Time Cost
Total sum to provide Police Evidence Tracking Software Solution, EvidenceOnQ & DigitalOnQ. Cost includes configuration, training, testing, and first year support and maintenance services.	\$123,035.00
Data Export from Tiburon to new system.	\$3,500.00
Annual Support and Maintenance services:	
Year 2	\$20,538.00
Year 3	\$20,538.00
Year 4	\$20,538.00
Year 5	\$20,538.00
No later than thirty (30) calendar days prior to the expiration of the first twelve month subscription service term, CONTRACTOR shall invoice the CITY for annual subscription services. Thereafter, CONTRACTOR shall invoice the CITY no later than thirty (30) calendar days prior to expiration of each succeeding subscription period through the fifth and final year. Subscription terms shall be renewed by mutual agreement.	

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EXHIBIT A5

SUPPORT AND MAINTENANCE TERMS

Support and maintenance Services as set forth in Exhibit A1 shall begin upon the Acceptance Date.

Section 1. Compensation

So long as CITY pays the fees as set forth in Exhibit A4 for Services as listed in Exhibit A1, CONTRACTOR shall provide such Services to CITY. CITY and CONTRACTOR agree that the compensation which CONTRACTOR will receive for Services provided to CITY is listed on Exhibit A1. CITY shall not be responsible for any amount greater than the amount listed in Exhibit A4. CONTRACTOR shall be responsible for any and all payments to CONTRACTOR'S subcontractors utilized in the performance of these Services. No additional billable activities will occur until and unless CITY amends this Contract to authorize such additional billable activities.

Section 2. Warranty

CONTRACTOR warrants that all Services provided shall be performed in accordance with good workmanlike standards and shall meet the descriptions and performance standards provided on Exhibit A1. CONTRACTOR shall promptly correct any non-conforming performance or defective workmanship, and provide all Releases, Updates and Upgrades at no additional cost to CITY.

Section 3. Confidentiality

If CONTRACTOR'S employees or representatives are granted access to any of CITY'S computer networks or systems (including, but not limited to computer systems, application programs and databases), CONTRACTOR shall treat all of CITY'S data and information accessed from such system(s) as CITY'S confidential information. In addition, (i) CONTRACTOR, CONTRACTOR'S employees and representatives will not use or disclose for any purpose any aspect or portion of third party data or information which CONTRACTOR may access for CITY'S computer system(s), unless CONTRACTOR first obtain the third party's written consent; and (ii) CONTRACTOR shall make no electronic or hard copies of CITY'S information extracted from CITY'S computer system(s) unless specifically requested to do so by CITY, in which case CONTRACTOR will clearly mark and treat the information as "City Confidential". Except with CITY'S prior written consent, no copies may be removed from, or transmitted out of CITY'S facility. CONTRACTOR shall only provide copies to CONTRACTOR'S employees or representatives within CITY'S facility having a direct need to know.

The obligations stated in this section shall survive the expiration or termination of this Agreement.

Section 4. Software Support

A. CONTRACTOR agrees to provide CITY with:

- i. All Releases, Updates and Upgrades for each Software program described in Exhibit A1. Software Releases, Updates and Upgrades shall be provided on formats as requested by and acceptable to CITY.
- ii. All necessary system reconfiguration Releases for hardware compatibility and support to ensure that the Software remains compatible with manufacturer's operating system software.
- iii. Qualified telephone support shall be available during the CITY'S standard business hours (8:30 a.m. - 5:00 p.m. EST, Monday through Friday). Software support shall include live telephone access, internet site access and email access.

CONTRACTOR'S Software support telephone number is: (800) 603-6802 Option 4 (Option 5 Emergency)

CONTRACTOR'S Software support internet site address is: <http://fileonq.com>

CONTRACTOR'S Software support email address is: support@fileonq.com

- B. Responses to requests for Software problem assistance shall be handled with a priority based on CITY'S assessment of the severity of the problem. Software errors shall be classified as follows:

- i. Catastrophic: a temporary work-around solution (patch) is not available within one (1) business day from notice. CONTRACTOR will take all necessary actions and allocate all necessary resources to temporarily patch the Software. CONTRACTOR will provide a patch within five (5) business days of notice and a permanent solution within fifteen (15) business days.
 - ii. Emergency: CONTRACTOR can provide a patch within one (1) business day, but the patch hampers CITY'S work. CONTRACTOR will use CONTRACTOR'S best efforts to implement an effective work-around solution within fifteen (15) business days and will correct them in CONTRACTOR'S next Release.
 - iii. Routine: CONTRACTOR can provide an effective work-around solution within one (1) business day and with minimum inconvenience to CITY. CONTRACTOR will also review these problems on a regular basis and will correct them in CONTRACTOR'S next Software Release.
- C. Downtime for Software shall not exceed ten percent (10%) for any one Software installation. If the Software downtime period exceeds ten percent (10%) in a thirty (30) day period, CONTRACTOR agrees that an extra thirty (30) days' maintenance will be provided at no cost to CITY for each such downtime period. Such extension shall not relieve CONTRACTOR of its duties or obligations under this Agreement.
- D. CONTRACTOR will promptly supply CITY'S designated contact person (listed in as the City Department Contact on the first page of this Contract) with all revisions or upgrades of Software application manuals and guides issued on a priority basis, together with a list of known Software errors and their respective solutions. This list will be distributed by CITY to its employees with a need to know.

Section 5. Application Support

- A. CONTRACTOR agrees to provide CITY with
- i. Qualified telephone support available for Software and applications inquiries, with responses provided within one (1) business day. Qualified telephone support for applications shall be available during the CITY'S standard business hours (8:30 a.m. - 5:00 p.m. EST, Monday through Friday) and shall include live telephone access, internet site access and email access.

CONTRACTOR'S application support telephone number is: (800) 603-6802 Option 4 (Option 5 Emergency)

CONTRACTOR'S application support internet site address is: <http://fileonq.com>

CONTRACTOR'S application support email address is: support@fileonq.com

- ii. CONTRACTOR'S best efforts to verify any Software error within one (1) business day after receiving notification of the error by CITY. If CONTRACTOR requires a test case to verify a Software error, CONTRACTOR shall verify the error within one (1) business day after receipt of a test case from CITY.
 - iii. On-site visits for applications support within two (2) business days when an on-site visit is required to remedy any Software error(s) due to non-compliance with CONTRACTOR'S performance specifications described in Exhibit A1.
 - iv. CONTRACTOR'S Software application models, Updates and Upgrades as they become available.
- B. If CONTRACTOR decides to cease production and/or support for any Software, CONTRACTOR shall promptly notify CITY and provide a Software conversion methodology to any new or replacement product(s) CONTRACTOR will offer. Upon CONTRACTOR'S discontinuance of the Software offering, CONTRACTOR will either continue to fully support the current Software for as long as CITY uses the Software or convert CITY over to use of the replacement product(s) at no additional charge.

Section 6. Reporting

CONTRACTOR shall provide CITY with written or oral progress reports as CITY may request. Compensation, if any, for such reports, is set forth in Exhibit A4.

EXHIBIT B
SUPPLEMENTAL PROVISIONS

Section 1. Proposal. This Contract is awarded based on CONTRACTOR'S Proposal responding to CITY'S RFP. CONTRACTOR represents and warrants that all information and representations contained in the Proposal is truthful to the best of CONTRACTOR'S knowledge and belief and CONTRACTOR hereby restates and affirms all representations contained in the Proposal.

Section 2. Performance Bonds. No performance bonds or payment bonds are required by this Contract.

Section 3. Notice to Parties

- A. Notice to the CITY regarding terms and conditions of the Contract and changes in address/addressee shall be directed to the CITY Purchasing Contact as identified on the cover page of this Contract. Notice and communication with the CITY regarding the Services shall be directed to the CITY Department Contact as identified on the cover page of this Contract. Payment to CITY shall be directed to CITY of Melbourne, Accounts Receivable, 900 East Strawbridge Avenue, Melbourne, Florida 32901.
- B. Notice and communication and changes in address/addressee to the CONTRACTOR shall be directed to the Contractor Contact as identified on the cover page of this Contract.
- C. Notice of default or notice of termination of this Contract shall be made in writing and delivered in person or dispatched by certified mail, postage prepaid, return receipt requested and shall be addressed as follows:

If to the CITY

Procurement & Contracts Manager
Procurement Division
City of Melbourne
900 East Strawbridge Avenue
Melbourne, Florida 32901

If to CONTRACTOR:

Becky Harris, Secretary
FileOnQ, Inc.
832 Industry Drive
Tukwila, WA 98188

A party may unilaterally change its address or addressee by giving notice in writing to the other party as provided in this section. Thereafter, notices and other pertinent correspondence shall be addressed and transmitted to the new address.

Section 4. Insurance Requirements

- A. CONTRACTOR shall maintain in force for the duration of the contracted period Commercial General Liability, Professional Liability, and Auto Liability insurance coverage.
- B. Proof of Insurance. CONTRACTOR shall submit proof of the required insurance to CITY in the form of Certificates of Insurance or a copy of their policy's declaration page.
- C. All coverage for CONTRACTOR'S subcontractors shall be subject to all of the requirements stated herein.
- D. All insurance must be underwritten by insurance companies with an A.M. Best's rating of "B+" or higher.

Section 5. Binding Authority

The individual listed below has binding authority to execute contracts on behalf of the CONTRACTOR.

Firm Name: FileOnQ, Inc.
Contact Person: Becky Harris
Mailing Address: 832 Industry Drive, Tukwila, WA 98188

EXHIBIT D2

**REQUEST FOR PROPOSAL
RFP-03-023-0-2017/BB**

On file in Procurement Division

EXHIBIT D3

CONTRACTOR'S RESPONSIVE PROPOSAL

On file in Procurement Division

Good Afternoon,

Thank you for contacting SHI. Included is the quote you requested. If you have any further questions regarding this please feel free to contact me. If you'd like to purchase your quote online, click on the link at the bottom of your quote to retrieve it. Please use the following information to create an account:

TOKEN: 15474

ACCESS KEY: OrangeSLG_ABC

Have a great day!

Bret Santucci



Pricing Proposal

Quotation #:	15807655
Description:	Microsoft SQL
Created On:	Aug-15-2018
Valid Until:	Sep-14-2018

City of Miramar FL

Marco Brito

2300 Civic Center Place
Miramar, FL 33025
United States
Phone: (954) 602-3094
Fax:
Email: mebritto@ci.miramar.fl.us

Inside Account Manager

Bret Santucci

290 Davidson Avenue
Somerset, NJ 08873
Phone: 800-543-0432
Fax: 732-868-6055
Email: Bret_Santucci@shi.com

[Click here to order this quote](#)

All Prices are in US Dollar(USD)

Product	Qty	Your Price	Total
1 Microsoft SQL Svr Standard Core Allng License/SoftwareAssurancePack MVL 2Licenses CoreLic Microsoft - Part#: 7NQ-00302 Contract Name: Licensing Solutions Providers (LSP) of Microsoft Software and Services Contract #: 43230000-15-02 Coverage Term: -- Jun-30-2021 Note: EA#57349378	2	\$3,742.35	\$7,484.70
Total			\$7,484.70

Additional Comments

The Products offered under this proposal are resold in accordance with the [SHI Online Customer Resale Terms and Conditions](#), unless a separate resale agreement exists between SHI and the Customer.

State of Florida Microsoft Pricing May 2018 [Read-Only]

File Home Insert Page Layout Formulas Data Review View Tell me what you want to do...

Cut Copy Paste Format Painter Clipboard Font Alignment Number

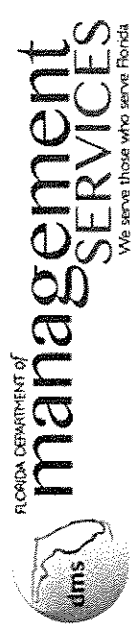
Calibri 11 A A Wrap Text Percentage

B I U A Merge & Center \$ % .00 .00

Conditional Formatting Table Check cell Explain

G789 18.2%

Pricing Valid May 2018						
Part Number	Item Name	Purchase Period	Purchase Unit	Estimated Retail Price	FL Price	Discount
70 71Q-00343	SQLSvrEntCore ALNG SA MVL 2Lic CoreLic	2 Yr(s) Remaining	2 Year(s)	\$ 5,396.00	\$4,413.93	18.20%
71 71Q-00343	SQLSvrEntCore ALNG SA MVL 2Lic CoreLic	3 Yr(s) Remaining	3 Year(s)	\$ 8,094.00	\$6,620.89	18.20%
72 71Q-00448	SQLSvrEntCore ALNG SASU MVL 2Lic SQLSvrStdCore CoreLic	1 Yr(s) Remaining	1 Year(s)	\$ 8,974.00	\$7,340.73	18.20%
73 71Q-00448	SQLSvrEntCore ALNG SASU MVL 2Lic SQLSvrStdCore CoreLic	2 Yr(s) Remaining	2 Year(s)	\$ 10,969.00	\$8,972.64	18.20%
74 71Q-00448	SQLSvrEntCore ALNG SASU MVL 2Lic SQLSvrStdCore CoreLic	3 Yr(s) Remaining	3 Year(s)	\$ 12,963.00	\$10,603.73	18.20%
75 71Q-00448	SQLSvrEntCore ALNG SASU MVL 2Lic SQLSvrStdCore CoreLic	Added at Signing	1 Year(s)	\$ 4,654.00	\$3,806.97	18.20%
76 71Q-01222	SQLSvrEntCore ALNG SubsVL MVL 2Lic ForLinuxPromo CoreLic	Non-Specific	1 Month(s)	\$ 214.00	\$175.05	18.20%
77 228-04437	SQLSvrStd ALNG LicSAPk MVL	1 Yr(s) Remaining	1 Year(s)	\$ 793.00	\$648.67	18.20%
78 228-04437	SQLSvrStd ALNG LicSAPk MVL	2 Yr(s) Remaining	2 Year(s)	\$ 970.00	\$793.46	18.20%
79 228-04437	SQLSvrStd ALNG LicSAPk MVL	3 Yr(s) Remaining	3 Year(s)	\$ 1,146.00	\$937.43	18.20%
80 228-04437	SQLSvrStd ALNG LicSAPk MVL	Added at Signing	1 Year(s)	\$ 411.00	\$336.20	18.20%
81 228-04437	SQLSvrStd ALNG LicSAPk MVL	TrueUp Yr1	3 Year(s)	\$ 1,146.00	\$937.43	18.20%
82 228-04437	SQLSvrStd ALNG LicSAPk MVL	TrueUp Yr2	2 Year(s)	\$ 970.00	\$793.46	18.20%
83 228-04437	SQLSvrStd ALNG LicSAPk MVL	TrueUp Yr3	1 Year(s)	\$ 793.00	\$648.67	18.20%
84 228-04433	SQLSvrStd ALNG SA MVL	1 Yr(s) Remaining	1 Year(s)	\$ 176.00	\$143.97	18.20%
85 228-04433	SQLSvrStd ALNG SA MVL	2 Yr(s) Remaining	2 Year(s)	\$ 352.00	\$287.94	18.20%
86 228-04433	SQLSvrStd ALNG SA MVL	3 Yr(s) Remaining	3 Year(s)	\$ 528.00	\$431.90	18.20%
87 7NQ-00302	SQLSvrStdCore ALNG LicSAPk MVL 2Lic CoreLic	1 Yr(s) Remaining	1 Year(s)	\$ 3,166.00	\$2,589.79	18.20%
88 7NQ-00302	SQLSvrStdCore ALNG LicSAPk MVL 2Lic CoreLic	2 Yr(s) Remaining	2 Year(s)	\$ 3,870.00	\$3,165.66	18.20%
89 7NQ-00302	SQLSvrStdCore ALNG LicSAPk MVL 2Lic CoreLic	3 Yr(s) Remaining	3 Year(s)	\$ 4,575.00	\$3,742.35	18.20%
90 7NQ-00302	SQLSvrStdCore ALNG LicSAPk MVL 2Lic CoreLic	Added at Signing	1 Year(s)	\$ 1,642.00	\$1,343.16	18.20%
91 7NQ-00302	SQLSvrStdCore ALNG LicSAPk MVL 2Lic CoreLic	TrueUp Yr1	3 Year(s)	\$ 4,575.00	\$3,742.35	18.20%
92 7NQ-00302	SQLSvrStdCore ALNG LicSAPk MVL 2Lic CoreLic	TrueUp Yr2	2 Year(s)	\$ 3,870.00	\$3,165.66	18.20%
93 7NQ-00302	SQLSvrStdCore ALNG LicSAPk MVL 2Lic CoreLic	TrueUp Yr3	1 Year(s)	\$ 3,166.00	\$2,589.79	18.20%
94 7NQ-00292	SQLSvrStdCore ALNG SA MVL 2Lic CoreLic	1 Yr(s) Remaining	1 Year(s)	\$ 704.00	\$575.87	18.20%
95 7NQ-00292	SQLSvrStdCore ALNG SA MVL 2Lic CoreLic	2 Yr(s) Remaining	2 Year(s)	\$ 1,408.00	\$1,151.74	18.20%
96 7NQ-00292	SQLSvrStdCore ALNG SA MVL 2Lic CoreLic	3 Yr(s) Remaining	3 Year(s)	\$ 2,112.00	\$1,727.62	18.20%
97 7NQ-01107	SQLSvrStdCore ALNG SubsVL MVL 2Lic ForLinuxPromo CoreLic	Non-Specific	1 Month(s)	\$ 56.00	\$45.81	18.20%
98 NN7-00020	SrvCLine5-Dyn ALNG ProEntSrvC MCS US SalesProdAccelPS	Non-Specific	Each	\$ 91,131.00	\$74,545.16	18.20%
99 T6L-00315	SysCtrDatactr ALNG SASU MVL SysCtrStd 2Proc	1 Yr(s) Remaining	1 Year(s)	\$ 1,345.00	\$1,100.21	18.20%
00 T6L-00315	SysCtrDatactr ALNG SASU MVL SysCtrStd 2Proc	2 Yr(s) Remaining	2 Year(s)	\$ 1,644.00	\$1,344.79	18.20%
01 T6L-00315	SysCtrDatactr ALNG SASU MVL SysCtrStd 2Proc	3 Yr(s) Remaining	3 Year(s)	\$ 1,942.00	\$1,588.56	18.20%
02 T6L-00315	SysCtrDatactr ALNG SASU MVL SysCtrStd 2Proc	Added at Signing	1 Year(s)	\$ 698.00	\$570.96	18.20%
03 9EP-00201	SysCtrDatactrCore ALNG LicSAPk MVL 16Lic CoreLic	1 Yr(s) Remaining	1 Year(s)	\$ 2,124.00	\$1,737.43	18.20%
04 9EP-00201	SysCtrDatactrCore ALNG LicSAPk MVL 16Lic CoreLic	2 Yr(s) Remaining	2 Year(s)	\$ 2,596.00	\$2,123.53	18.20%



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Workforce Operations

Agency Administration

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Licensing Solutions Providers (LSP) of Microsoft Software and Services

Licensing Solutions Providers (LSP) of Microsoft Software and Services
43230000-15-02

Pricing

Exhibit E - Final BAFO (49.07 KB)

SHI Price List (178.95 KB)

Pricing

Other - Exhibit E - Final

BAFO

Price Sheets - SHI Price

List

Contractors

Frequently Asked Questions

Information Technology

Enterprise Agreements

Employee Home Use Program

Complete Contract - Microsoft

Word

Complete Contract - PDF

Document reader download link

Adobe PDF Reader MS Excel Viewer

Return to State Purchasing

**Radar Speed Trailer / Variable
Message Board
Traffic Speed Data Analyzer**

DATE: 09/13/2018

DEPT:	Police
-------	--------

INTEROFFICE REQUISITION

CITY OF MIRAMAR
2300 Civic Center Place
Miramar, FL 33025

REQUISITION

NO

PURCHASE

ORDER NO

TO: MIRAMAR POLICE DEPT.

REQUESTED BY | Joan McLean

*****Purchase Order*****

Vendor#	ALL TRAFFIC SOLUTIONS, INC
---------	----------------------------

FILL IN PROBABLE SOURCES OF SUPPLY

DELIVER TO:

MIRAMAR POLICE DEPARTMENT

11765 City Hall Promenade, Miramar FL 33025 QUOTED BY

All Traffic Solutions, Inc.
12950 Worldgate Dr., Ste.,
310 Herndon VA 20170
PH: 814-237-9005

**Lakota Contracting, Inc. 420
E. St. Patrick, Ste., 102
Rapid City, SD 57701
PH: 800-984-8550**

Crimson Technology
Products 1631 Rock Springs
Road Ste., 353 Apopka, FL FL
32712 PH: 407-494-4435

AMOUNT	UNITS	DESCRIPTION	Price Each	TOTAL	Price Each	TOTAL	PRICE EACH	TOTAL
2	EA	Speed alert 24 radar message sign	14,990.00	29,980.00	15,663.00	31,326.00	16,372.50	32,745.00
		SHIPPING CHARGES						2,435.00
		TOTAL		\$29,980.00		31,326.00		35,180.00

PURPOSE:	The speed data collection units will be used to conduct traffic studies
-----------------	---

CERTIFIED AS TO AVAILABLE FUNDS

BY: _____

TOTAL	29,980.00
--------------	------------------

BUDGET CODES:

FINANCE DIRECTOR/DESIGNEE

Date:

APPROVED

DEPT. DIRECTOR/DESIGNEE



A sign of the future.™

All Traffic Solutions Inc.
12950 Worldgate Dr.,
Ste 310
Herndon, VA 20170
Phone: 814-237-9005
Fax: 814-237-9006

Tax ID: 25-1887906

QUOTE Q-36343

DATE/TIME: 6/20/2018
3:15:48 PM

PAGE
NO: 1

Questions contact:
MANUFACTURER:

All Traffic Solutions
Paul Madsen
571-321-5459
Ext.
pmadsen@alltrafficsolutions.co
m

Independent Sales Rep:

Mail Purchase

Orders to:

3100 Research Dr.
State College, PA
16801

BILL TO:

Miramar Police Department
Accounts Payable
2300 Civic Center Place
Miramar, FL 33025

SHIP TO:

Miramar Police Department
West District Station
2811 SW 186th Ave
Miramar, FL 33029

Attn: Franco Dillena

PAYMENT TERMS: Net 30
CUSTOMER: 206470
CONTACT: 9546024141

ITEM NO:	DESCRIPTION:	QTY:	EACH:	EXT. PRICE:
4000745	SpeedAlert 24 Radar Message Sign (RMS); base unit (select mount separately)	2.00	\$8,100.00	\$16,200.00
4000647	App, Traffic Suite (12mo); Equip Mgmt, Reporting, Image Mgmt, Alerts, Mapping and PremierCare	2.00	\$1,500.00	\$3,000.00
4000841	Trade-in CREDIT: ATS Unit, VMS purchase, requires one year TrafficCoud service	2.00	(\$1,000.00)	(\$2,000.00)
4000874	All Options Activation: Bluetooth, Traffic Data, Violator Alert, Pictures, (\$3000 Value, requires Traffic or Message Suite)	2.00	\$0.00	\$0.00
4000173	Trailer, ATS-5 (select power separately)	2.00	\$3,200.00	\$6,400.00
4000879	Violator Strobe, Red and Blue for ATS-5 for use with SA24	2.00	\$600.00	\$1,200.00
4000750	App, Mobile User Interface perpetual license (only 1 req'd per account)	1.00	\$0.00	\$0.00
4000636	Trailer Battery kit for ATS-5, 470Ah deep cycle batteries w/cover, hold down, cables& hdwr	2.00	\$990.00	\$1,980.00
4000275	Solar panel, 60W; includes bracket for ATS-5 trailer and harness	2.00	\$600.00	\$1,200.00

4000740	Trailer Certificate of Origin	2.00	\$0.00	\$0.00
4000754	USB cable, 16ft, extra long for trailer or pole	2.00	\$0.00	\$0.00
4900041	crate, ATS-5 trailer shipping crate	2.00	\$250.00	\$500.00
4000641	Shipping Common Carrier	2.00	\$750.00	\$1,500.00

Special Notes:	SALES	\$29,980.00
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SpeedAlert 24 – Combined radar speed and message display – ATS 5 trailer mounted with solar charging – Red/blue strobe - All features activated perpetually (Bluetooth – data – camera – strobe) - 1 year of TrafficCloud web services (remote management – imaging – data – alerts – mapping – reports - Premier Care extended warranty) – shipping and training.	AMOUNT:	
	SHIPPING:	
	TOTAL:	\$29,980.00

Duration: This quote is good for 60 days from date of issue.

Shipping Notes: Unless shipping charges are specifically indicated, prices are FOB Destination. Shipping charges may apply

Taxes: Taxes are not included in quote. Please provide a tax exempt certificate or sales tax will be applied.

Warranty: Unless otherwise indicated, all products have a one year warranty from date of sale. Warranty extensions are a component of some applications that are available at time of purchase. A Finance Charge of 1.5% per month will be applied to overdue balances. GSA GS-07F-6092R

Authorization: By Signing below I indicate that I am authorized to commit my organization to the above.

Print Name, Title

Signature

Date



PRODUCT SPECIFICATIONS:

ATS 5 TRAILER

ATS 5 Trailer is compatible, interchangeably, with the following products:

- o Shield 15 (Sh15) Radar Speed Display
- o SpeedAlert 18 or 24 (SA18 or SA24) Radar Message Sign
- o instALERT 18 or 24 (iA18 or iA24) Variable Message Sign
- 5' minimum to bottom of sign

Weight

- o 620# with 235Ah battery capacity and SA18
- o 760# with 470Ah battery capacity instALERT
- o Add 130# for additional battery pair
- o Add 60# for 120W solar panel
- o Add 40# for 65W solar panel
- **Tongue weight:** 20 pounds
- **Dimensions:** 61.5" long x 62.5" wide x 64" high (stowed)
- Simple manual lever lift system for 1 person setup
- Removable tongue for 2" ball, lockable
- Storage for tongue and lift bar in locked battery compartment
- 16 ga. steel locking battery compartment with vented battery chamber, charger/accessories chamber and 1/8" aluminum diamond plate lid
- Continuous weld steel frame, white marine grade powder coat finish
- **Wheels:** 12", 5 bolt steel rims with 4.5" bolt circle
- **Ground clearance:** 9.75 under axle, 19 under chassis
- Replaceable steel fenders, weight supporting
- Locking wheel lug bolts, 1 per wheel, with removal tool
- **Axle:** 2000# leaf spring
- **Jacks:** 4, retractable crank type, fully adjustable at each corner, 1500 lb capacity each
- Recessed tail lights and DOT approved lighting

- Safety chains, 30" with hooks
- DOT approved red/white reflective tape
- License plate holder with light

ATS 5 Trailer Power

- 12 VDC system, Std 4 pin wiring plug
- 235Ah or 470Ah batteries, (2) 6VDC batteries in series, deep cycle marine (130 lbs per pair, 2 pair max)
- 20A time delay fuse on battery supply
- 65W solar assist with 10A solar controller to prevent overcharging, other solar wattages available
- Solar panels charge while sign stowed or deployed
- 10 Amp 120VAC automatic charger with externally accessible AC connection
- Switch to control power to sign

ATS 5 Trailer Options

- 30" x 36" speed limit sign and interchangeable digits for 5-65 mph display and locking hitch pin for display and stowing; digit storage in battery compartment
- Red and Blue Violator Strobe Light Bar, set to flash above user set speed
- Low Voltage Disconnect solar controller to turn off sign if power falls below 11.5VDC (decreases run time)
- 2 5/16 ball or pintle hook, adjustable height, on removable tongue
- Orange powder coat finish (minimum order qty)
- AGM sealed batteries for lower temperature use, -40F (185Ah per pair, 370Ah max)
- Tamper alarm with adjustable sensitivity
- Wheel lock bar
- 7-digit for speed limit sign
- 14" tires and fenders
- Speed Dependent Messaging option

Warranty

- 1-year warranty (3 months on batteries)

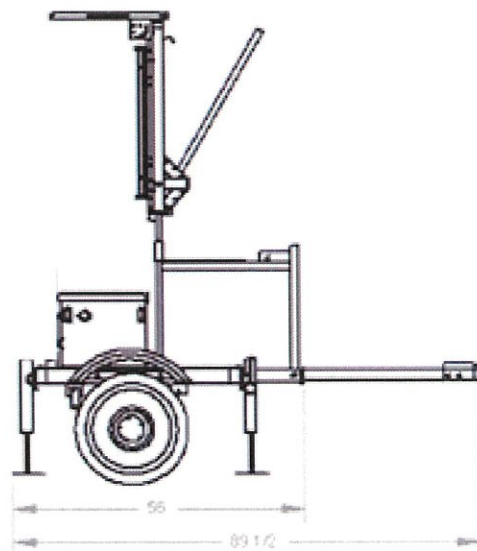
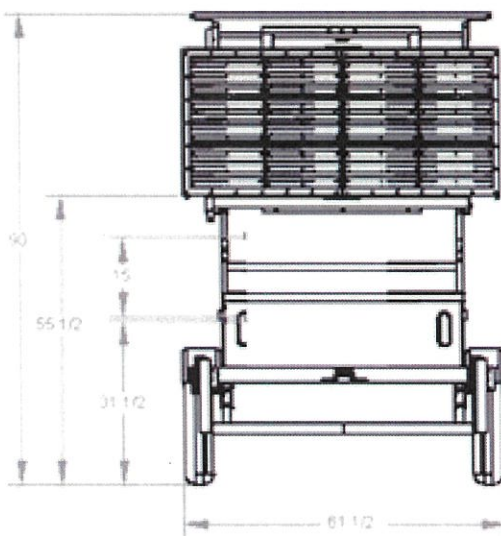
Compatible with these ATS Products

Engineered and manufactured in the United States of America

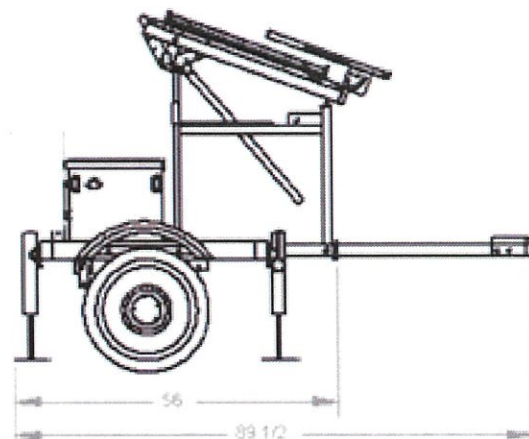
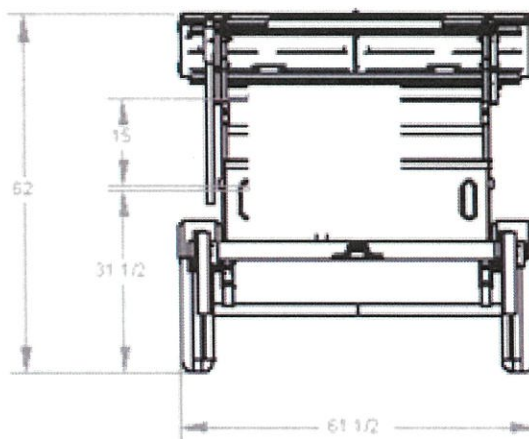
1. ATS 5 with SpeedAlert 24 and optional light bar
2. ATS 5 with SpeedAlert 18



ATS 5 Trailer: Deployed with SpeedAlert 24



ATS 5 Trailer: Stowed with SpeedAlert 24



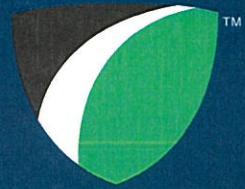
All Traffic Solutions

12950 Worldgate Drive, Suite 310, Herndon, VA 20170

Phone 866.366.6602 | sales@alltrafficsolutions.com

©All Traffic Solutions

TrafficCloud leverages our patented technology (US Patents 8,417,442; 8,755,990; 9,070,287; 9,411,893) to deliver unique cloud-based management, features and functionality.



PRODUCT SPECIFICATIONS:

SPEEDALERT 24 RADAR MESSAGING SIGN

SpeedAlert 24 Radar Message Sign

- SpeedAlert 24 (SA24): 24" x 60" full matrix
- (SpeedAlert 18 (SA18) 18" x 28" full matrix also available – See separate SpeedAlert 18 spec sheet)
- Size and Weight without Battery
 - o Folds to fit in police cruiser trunk, SUV. 43 lbs
 - o **Open:** 28" x 60" x 15/8"
 - o Folded dimensions: 28" x 30" x 3 1/4"
- Full matrix display
- Universal mounting system: attach to pole, trailer or vehicle hitch mount
- Integral camera for awareness and alert triggered images: 640x480 daylight images
- Internal K band radar with adjustable sensitivity
- Power saving circuitry and automatic dimming for ambient light conditions with adjustable dimming range and manual display brightness override
- Meets MUTCD Specifications

SpeedAlert Operation Modes

- **Message Mode:** Display one message, up to 6 screens
- **All Messages:** Sequence all messages in sign memory
- **Speed Display:** Display approaching vehicle's speed with "YOUR SPEED" LED message
- **Dependent Message:** Display targeted messages based upon approaching vehicle's speed
- Changeable speed limit sign
- **Stealth or Display Off:** Collect traffic speed and volume data with no display
- **Schedule:** Change message and/or mode up to 13 times/day
- Collect vehicle volume by speed and time data in all modes
- Sign returns to last configuration when power applied

SpeedAlert Messages

- SA24: 1-3 line messages
 - o **1 line:** 24" H x 12.5" W characters, 4 per line
 - o **2 lines:** 10 1/4" H x 5.75" W characters, 8 per line
 - o **3 lines:** 7" H x 4" W characters, 12 per line
 - o **2 lines:** (1) 7" char, 12/line, (1) 10 1/4" char, 8/line
- Up to 6 screens per message
- Full graphics capability, each LED individually controllable
- Variable display time, flash and reverse rates for each screen
- Scroll through 25 user defined on-board messages using selector buttons built into sign, no training necessary
- Ability to sequence messages for up to 144 screen animation
- Message power efficiency calculator in software
- Actual sign preview and unlimited message storage using TrafficCloud™ Web-based Remote Management Service, ATS PC Sign Manager or ATS Android App
- Messages on sign retained when power removed
- Sign returns to last message when power applied
- Conditional Messaging – Accept local or remote data and dynamically display messages driven off data, and/or incorporate into messages

SpeedAlert Programming Methods

On-Board Programming (standard on all units)

- Select message from sign memory
- Select operation mode and speed limit
- Buttons time out to prevent tampering
- TrafficCloud™ Web-Based Remote Management Services using integral cell modem for remote management (See TrafficCloud Specification for more information)

Pictured: SpeedAlert 24 Folding Variable Message Sign
Engineered and manufactured in the United States of America



- Turnkey system. Remote connectivity functional upon ship. Unit connects to TrafficCloud service when sign powered
- Fully hosted web-based management system
 - o Internet connected computer with browser provides anywhere access on all connected devices with browser.
 - o No IT involvement or support necessary. System bypasses customer network eliminating access issues
 - o Cellular provided by ATS, no separate cellular charges.
 - o Hosted database requires no setup or maintenance by customer

Apps

All apps included in Traffic Suite:

- o **Equipment Management:** Online sign management—change messages and settings remotely
- o **Reporting:** Online data retrieval, management and analysis, enhanced report generation
- o **Image Management:** Online image retrieval and management of images from sign's internal camera
- o **Alerts:** Notifications for low battery and tampering, high speed and congestion; alerts can include images
- o **Mapping:** Visually manage equipment and data
- o Premier Care Perpetual Warranty

ATS PC Sign Manager

Local management using PC with USB connection standard with all signs, Bluetooth optional

- PC-based client software

- Connect to sign via USB or Bluetooth(optional)

ATS Android App: Local Management (Optional):

- o Android OS wireless Bluetooth control local to unit
- o Android device can be phone or WiFi device with Bluetooth

Local Management Features: (PC and Android)

- Create and change messages, modes and settings
- Local data retrieval and management
- Local image retrieval and management from sign's internal camera
- Manage all unit settings, automatic sync with TrafficCloud Service if subscribed
- All traffic data and messages saved for online management and backup with optional Traffic Suite
 - o Retrieve data and save to TrafficCloud at no cost, generate limited reports online from hosted data. Extended reports available with TrafficCloud subscription
 - o Create message and save to TrafficCloud library, messages available on all ATS Android App or PC Sign Manager devices with TrafficCloud subscription

SpeedAlert Programming

Configure the following parameters via ATS TrafficCloud, Android App or PC Sign Manager

- **Messages**
 - o Create and load message using "Display Now" feature
 - o Load 24 messages into sign memory
 - o Scroll messages in sign memory

- o Display signs stored in TrafficCloud Web, ATS Android App or PC Sign Manager
- **Speeds**
 - o Speed limit
 - o Maximum speed displayed
 - o Display on/off/specific mph activation
 - o Radar sensitivity (range)
 - o **Speed limit sign operation:** Change speed limit up to 13 times per day schedule
 - o Metric capable display with hundreds digit
- Set time via PC, Android or sync with cell signal (TrafficCloud)
- Sign firmware field and remotely upgradeable

Speed Dependent Message System

- Different messages for each of 5 speed ranges
 - o No cars
 - o Cars \leq speed limit
 - o Cars $>$ Speed Limit, $< x$
 - o Cars $> x <$ upper speed
 - o Cars $>$ upper speed
- Ranges dependent on speed limit setting only, so simple speed limit change adjusts all dependent message ranges
- Independent "maximum speed displayed" setting
- Speed Dependent Messages can be any SA24 messages, including
 - o "YOUR SPEED" screen with 24" speed display digits
 - o "SPEED LIMIT" screen with 24" speed limit display digits

Scheduling

- All days, multiple messages: schedule up to 50 different messages or modes for up to 13 different time periods in a 24 hour day, repeats in each 24 hour cycle
- 7 day, multiple messages: schedule different messages or modes for up to 13 different time periods in each 24 hour day for each of 7 days, repeats in each 7 day cycle; up to 50 different messages can be used over the 7 day period
- All messages and scheduling reside on the sign – no external hardware necessary
- Program schedule via TrafficCloud Web, ATS Android App or ATS PC Sign Manager, Save to load onto multiple signs

- Camera activation controlled in schedule windows
- Internal real time clock, time and schedule maintained with power disconnected

SpeedAlert Data Logging Option

- Traffic reports generated using TrafficCloud Web-based Reporting App
- Collect data automatically with TrafficCloud Remote Management or locally with ATS Android App or PC Sign Manager
- Reports include tables and charts to address all constituents with the most applicable data presentation
- All reports exportable to .xls, .csv and .pdf formats
- Automatic Data Collection – TrafficCloud Web
 - o Data retrieval every 15 minutes – near real time reporting, memory never full
 - o All data in one database for analysis filtered by location, date and time
 - o Access reports from interactive map view by location
- **Local Data Collection:** ATS Android App or PC Sign Manager
 - o All data hosted in online database for anywhere access
 - o Download traffic data from sign with USB or Bluetooth connection
 - o 30 days of high volume data minimum storage on sign, data collection rolls over when memory reaches capacity
- **Reports, local data collection:**
 - o Summary page with average and 85th percentile speeds, average daily volume, 10 mph pace speed, high and low speed, display mode

Traffic counts by speed range, full day and time of day over selected date range with 5 mph resolution

Vehicle counts by time range per day by hour vehicle counts by speed range and time of day

- **Reports, automatic data collection** (TrafficCloud Web-based Management Services)
 - o Enhanced summary with detail charts and graphs
 - o Compliance by speed range with three ranges
 - o Enforcement report showing highest speed and volume violators over selected locations
 - o Effectiveness report showing program performance

Compatible with these ATS Products

Engineered and manufactured in the United States of America

1. SpeedAlert 24 on portable post
2. SpeedAlert 24 on hitch mount



Construction

- **LED pixels:** Amber 595nm, 30 degree viewing angle, 100,000 hrs, black background, (MUTCD compliant)
- **LED Density:** 0.6"x1" pitch, 26 x 96 pixel matrix
- **Radar:** K Band (24.15 GHz), FCC Certified, no license required, +-1mph accuracy, 12 degree square pickup area, range: 2000+ ft., 5-150mph (8-150 kph)
- Conformal coating on all circuit boards
- Integral handles, two heights
- Weatherproof, NEMA 4, IP65 sealed
- 1/8" tinted, non-glare, UV stabilized polycarbonate face
- Aluminum chassis, 12 ga, black powder coat finish
- Tamper resistant mounting hardware system, hardware secured behind enclosure lock
- -40 to 160 F operating temperature range, 95% humidity non-condensing (-20F for Bluetooth communication, 5F for internal camera)

SpeedAlert Power

- Power Input, Max:
 - o 12VDC, 8A max, 96 W max; 4A, 48W typical
- Power saving circuitry and automatic dimming for ambient light conditions with adjustable dimming range and manual display brightness override
- **SpeedAlert 24 Power:**
 - o 12VDC locking plug, 30A capacity, compatible power supplies include:
 - o Vehicle's power port, with optional adapter
 - o Trailer wiring adapter for hitch mount
 - o POWERcase portable power supply, PC26 or PC36

- o 120 or 220 VAC power supply in NEMA 4 enclosure
- o ATS 5 Trailer (batteries with optional solar assist: 235 or 470 Ah, 60W solar option)
- o Pole battery box: 156Ah battery with solar assist
- Battery level indicator on sign, ATS Android App, ATS PC Sign Manager or TrafficCloud Remote Management.
- Auto recovery for battery with solar
- Power cable customer replaceable, gold plated connector contacts, high visibility yellow cable

Standard SpeedAlert System Components

- SpeedAlert Radar Message Sign SA24
- ATS PC Sign Manager software with USB cable
- On-Board controls
- Optional SpeedAlert components and features:
 - o TrafficCloud Web-Based Remote Management Service
 - o ATS Android App, Bluetooth connectivity
 - o Padded carrying case with accessory pockets, shoulder strap
- Mounting bracket
 - o Mounts to pole or any surface using any hardware, no tools required
 - o Tamper resistant hardware compartment
 - o rotate bracket for additional 12" of mounting height
 - o Aluminum with black powder coat
 - o Sign can be locked into bracket
 - o Bolt sign to mounting bracket for additional security
 - o Mounting hardware supplied

- Speed activated relay closure
 - o 7A, 30VDC or 7A 120VAC max, 100mA 5VDC min, no power supplied, simply a contact closure
 - o Trigger relay at specified speed with configurable duration from 1 to 10 seconds per radar event
- Tamper alarm – ATS-5 or ATS-3 trailer

SpeedAlert Mounting Options

- ATS-5 Trailer (refer to ATS 5 specifications for more info)
- Vehicle Hitch mount
 - o Mounts sign 30" to bottom of sign from receiver tube (final height dependent on receiver height)
 - o Fits 1 1/4" or 2" receiver, adapter included, 1/2" hitch pin
 - o Locking rotation adjustment on 15 degree increments over 180 degrees, +/- 5 degrees tilt
 - o White powder coat finish with rear reflector

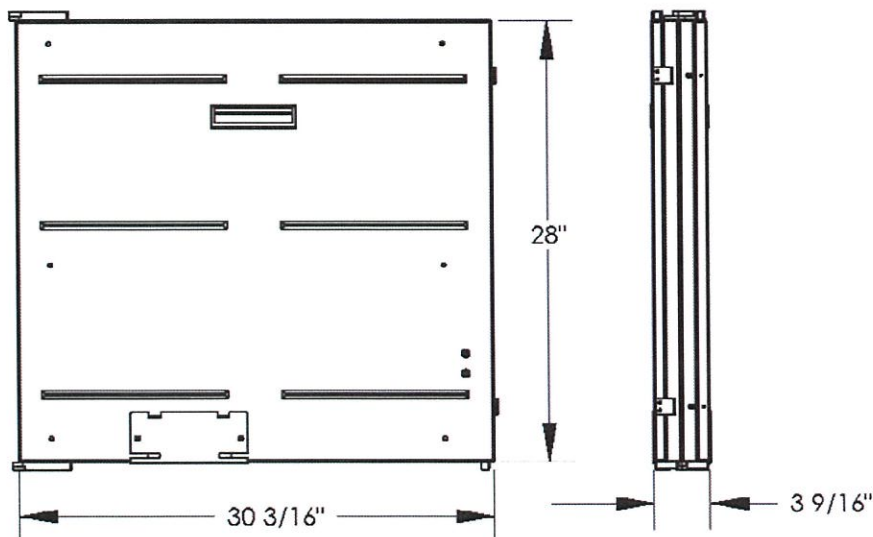
Standard Folding Portable Post

- o Folds for easy storage and portability
- o 47" to 60" to bottom, 73" to 86" to top depending on leg positions; rotate bracket for additional 12" height
- Mounting provisions for permanent applications with 1/4-20 threaded holes

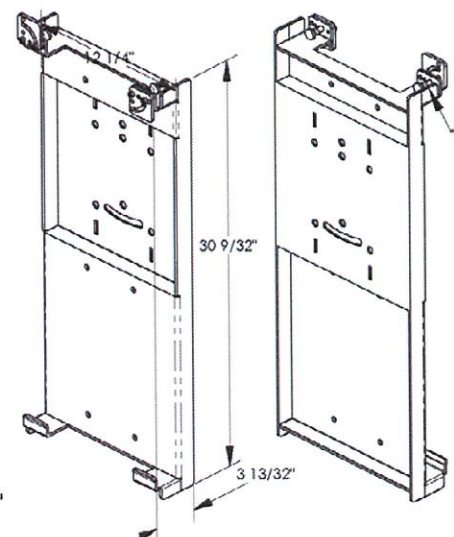
Warranty

- 1 year warranty (3 months on Li-Ion batteries)
- Premier Care

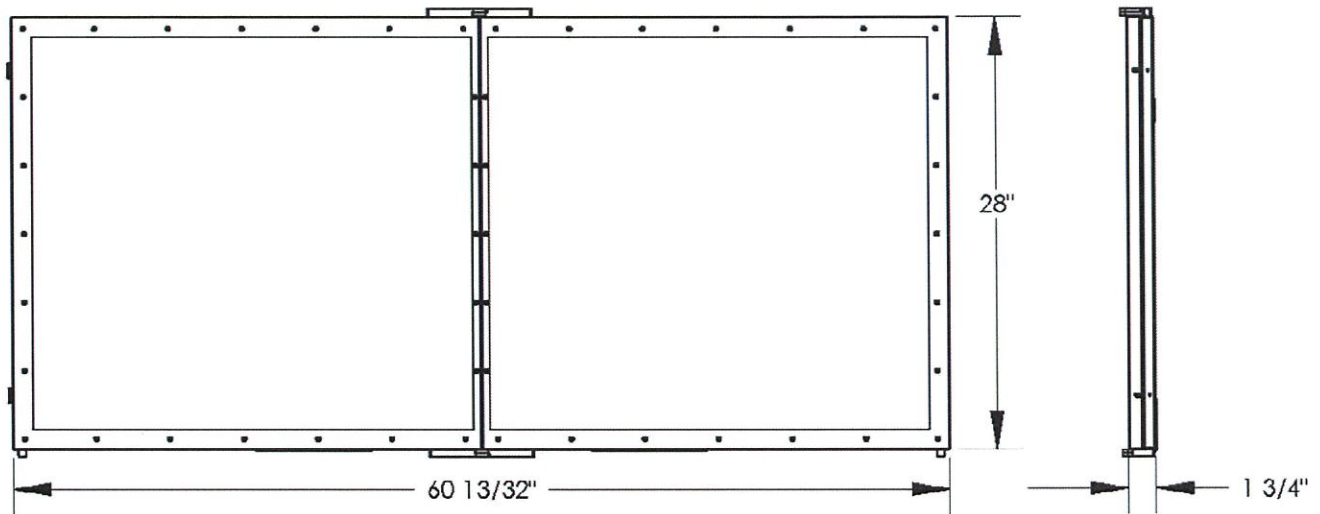
SpeedAlert Dimensions: Open



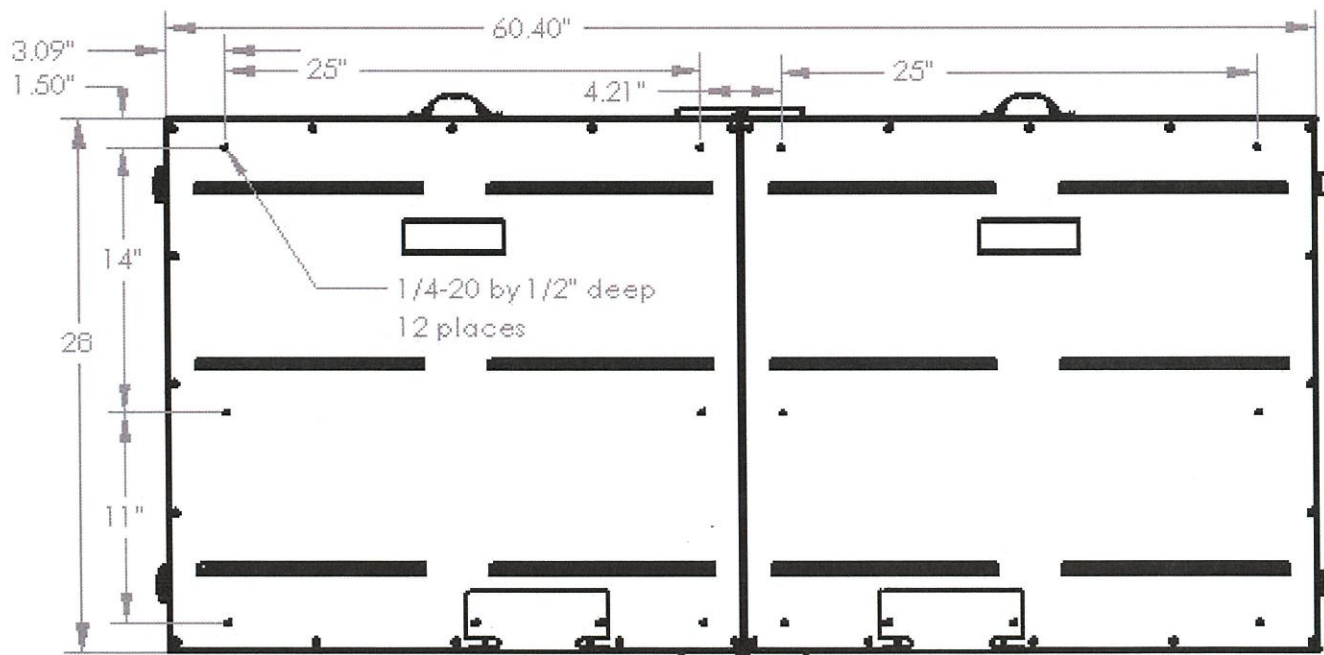
Mounting Plate



SpeedAlert Dimensions: Folded



Mounting Hole Positions



All Traffic Solutions

12950 Worldgate Drive, Suite 310, Herndon, VA 20170

Phone 866.366.6602 | sales@alltrafficsolutions.com

©All Traffic Solutions

TrafficCloud leverages our patented technology (US Patents 8,417,442; 8,755,990; 9,070,287; 9,411,893) to deliver unique cloud-based management, features and functionality.

Lakota Contracting, Inc.
 420 E St Patrick St. Ste 102
 Rapid City, SD 57701
 FEIN: 46-0451565 DUNS: 002580780
 PH: 800-984-8550



Quote

DATE	QUOTE NO.
7/9/2018	0032049

CUSTOMER NAME/ADDRESS
MIRAMAR POLICE DEPARTMENT SGT FRANCO DILLENA 11765 CITY HALL PROMENADE MIRAMAR, FL 33025

SHIP TO
MIRAMAR POLICE DEPARTMENT SGT FRANCO DILLENA 11765 CITY HALL PROMENADE MIRAMAR, FL 33025

Delivery	FOB	Terms	Rep	Date Expires
50 DAYS ARO	DESTINATION	NET 30/CC	MARTY	8/31/2018

Part No.	Description	Qty	Unit Price	Class	Total
CRS 5010	SMART 850 SPEED MONITORING AWARENESS RADAR TRALER WITH 18" FOLD-DOWN DISPLAY AND MUTCD CONFORMING SPEED LIMIT SIGN.	2	10,395.00	SIN 426 4Q	20,790.00
CRS 5053	TRAFFIC DATA RECORDING SYSTEM WITH FLASH CARD FOR SMART PMD OR SPEED TRAILER.	2	793.00	SIN 426 4Q	1,586.00
CRS 5027	SMART 850 CHANGEABLE MESSAGE DISPLAY. 10"X50" SIZE.	2	3,595.00		7,190.00
CRS 5077	SMART RADAR TRAILER 140 WATT SOLAR PANEL.	2	880.00		1,760.00

Business Size: Small
 Cage Code: 1VVC4
 GSA Contract #: GS-07F-0192N (Current thru 12/31/22)
 SAM Regist: Active thru 20NOV18
www.lakotainc.com

Total	\$31,326.00
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SMART® 800 & 850

RADAR Speed Trailer



Save lives and increase speed awareness with radar trailers.
Now with standard 5-year warranty!

Highly Visible

- RADAR speed feedback
- Designed for maximum visibility
- 18" (45.7 cm) full matrix, high intensity LED display
- Visible up to 1,250 feet
- Multiple violator alerts available such as "SLOW DOWN" and red-blue flashing bars
- MUTCD compliant speed sign
- **New** ALPR camera ready option (SMART 850)

Rugged and Trouble Free

- Kustom Signals directional radar
- Large, secure storage box for speed signs, equipment, ALPR DVR and extra batteries
- 5-year warranty for all trailer electronics including display, radar, optional solar and statistics package

Operational Efficiency

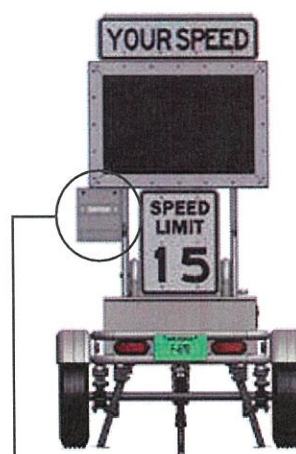
- Up to 10 days continuous operation without recharge on 1 battery (solar panel option for continuous operation)
- Wireless remote for program set up
- Additional batteries add up to 10 days of operation each

Community Benefits

- Informs and educates motorists
- Proven to reduce traffic speeds
- Neighborhood roads become quieter and safer
- Optional Traffic Data Recorder provides statistical analysis enabling targeted enforcement



SMART 800



ALPR housing on SMART 850 (optional)



SMART 850 with variable message sign

Highly visible

Speed calming

Improve community relations

Kustom Signals Inc. 9652 Loiret Boulevard, Lenexa, KS, 66219, USA.

www.KustomSignals.com

Tel. **800-458-7866**
913-492-1400

SMART® 800 & 850

RADAR Speed Trailer



Features

- Kustom Signals K band directional RADAR
- Only displays speed on approaching target
- 18" full matrix high intensity LED display
- Automatic intensity adjustment to ambient light
- High and low speed blanking
- Violator alert: flashing speed
- Flashing left/right direction arrows
- MUTCD compliant speed sign
- Wireless remote for program set up
- Defaults to last setting upon power up
- 24-hour single cycle on/off timer
- Keyed on/off switch
- Locking 40" x 32" x 10" (101.6cm x 81.3cm x 25.4cm) storage box
- 12 VDC AGM deep cycle battery; up to 10 day run time
- Battery level indicator and self-diagnostics

SMART 800

- Fold down speed sign
- 62" (157cm) high in transport
- 93"H x 54"W x 98"L
(236cm H x 137cm W x 248cm L)
- 600 lbs. (272 kg)
- Three (3) stabilizer jacks

SMART 850

- Fold down display & speed sign
- 43" (109cm) high in transport
- 96"H x 55"W x 101"L
(244cm H x 140cm W x 257cm L)
- 580 lbs. (263 kg)
- Bulldog® and 2 stabilizer jacks
- 10" x 50" (25cm x 157cm)
Variable Message Sign (option)

Value Package 800+ and 850+ include:

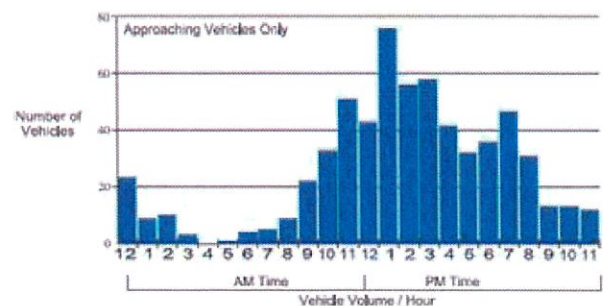
- Violator alert: "SLOW DOWN" (Red LEDs)
- Violator alert: red-blue flashing bars (other colors available)
- Onboard Traffic Statistics Recorder

Casework

- Steel trailer frame and fenders
- White powder coat paint inside and out
- Aluminum display casing
- 3/16" Lexan® display protection
- 2" ball hitch
- 2,000 lb. rated axle

Options

- Solar panel
- On-board Traffic Data Recorder including "Blank Mode" for stealth data collection
- Violator alert: "SLOW DOWN"
- Violator alert: red-blue flashing bars (other colors available)
- Violator alert: flashing white LED photo strobe
- Motion alarm with remote
- GPS asset tracking system
- Aluminum wheels
- Spare tire with mounting kit
- Locking lug nuts
- Ball receiver lock
- Cable wheel lock
- Trailer cover
- Additional 12 VDC AGM deep cycle batteries (up to 4 total)
- SMART 850: 10" x 50" (25.4cm x 127cm) variable message sign
- Custom paint
- LED trailer lighting
- Onboard Traffic Statistics Recorder with wireless data transfer
- SMART 850: ALPR 1 or 2 camera enclosure



SMART 800 & 850 - Data Sheet - USA Eng - Print - 04/2015

Crimson Technology Products
 1631 Rock Springs Road, Ste 353
 Apopka, FL 32712
 (407)494-4435

finance@crimsontechnologyproducts.com
 http://crimsontechnologyproducts.com

Quote



ADDRESS

Miramar Police Department
 11765 City Hall promenade
 Miramar, FL 33028

SHIP TO

Miramar Police Department
 11765 City Hall promenade
 Miramar FL 33028
 MajorJames Dunkelberger

QUOTE #	DATE	EXPIRATION DATE
184123	07/10/2018	10/09/2018

SALES REP
 SMC

FEDERAL ID #
 45-3991430

ACTIVITY	QTY	RATE	AMOUNT
RU2 Products:Fast VMS Trailers:Fast 3350 30 x 50 VMS Fast 3350 Speed display with 30" x 50" LED Display. Includes high speed blanking, violater alert, traffic mgt arrows. up to 30" character, directional k-bank radar, 4 AGM batteries.	2	13,700.00	27,400.00
RU2 Products:Fast VMS Trailers:80 watt Fast VMS Solar 80 Watt Solar for Fast VMS	2	700.00	1,400.00
RU2 Products:Data Acquisition Pkg Traffic Data Acquisition Package	2	375.00	750.00
RU2 Products:Aluminum Wheel upgrade Aluminum Wheel Upgrade for RU2 Fast Trailers	2	295.00	590.00
RU2 Products:Fast Ball Coupler Coupler Lock: Reese Lock 72783, Master Lock 377DAT or simila	2	43.00	86.00
RU2 Products:Fast 820:Fast 820:Fast Trailer options:Cable Wheel locks Cable Wheel Locks	2	42.00	84.00
RU2 Products:RU2 Message Shipping cost is an estimate and good for 30 days. Actual cost after 30 days may vary dependent on shipper. Agency will need a fork lift or loading dock at receiving location.		0.00	
Message Please issue PO to Crimson Technology Products			

SUBTOTAL 30,310.00
 SHIPPING 2,435.00
TOTAL \$32,745.00

Accepted By

Accepted Date

**SWAT – Suppressors
Surefire SOCOM RC2 Suppressor
and Surefire Flash hider**

DATE:	<u>06/29/18</u>	REQUISITION NO.:	<u> </u>
DEPARTMENT:	<u>Police</u>	PURCHASE ORDER #:	<u> </u>
TO:	<u>Major James Dunkelberger</u>	PREPARED BY:	<u>M Master Officer Mauricio Arbelaez</u>
Thru:	<u>Captain Kevin Nosowicz</u>		
CC:	<u>Sergeant Franco Dillena</u>		

Request the below-listed item(s) to be ordered or processed for payment

XXX Issue New

Issue Replacement

Exigent Circumstances(Obtained in absence of PO- MUST PROVIDE MEMORANDUM

EXPLAINING)

Reimbursement: (MUST PROVIDE MEMORANDUM EXPLAINING)

DELIVER TO:	VENDOR #1	VENDOR #2	VENDOR #3
Miramar Police Department	Lawmen's and Shooters Supply	Prima Vista International	Lou's Police Distributors
11765 City Hall Promenade	7750 9th Street S.W.	4851 W. Hillsboro Blvd #A13	7815 West 4th Ave
Miramar, FL 33025	Vero Beach, FL 32968-9298	Coconut Creek, FL 33073	Hialeah, FL 33014
954-602-4000	772-569-8700	954-428-3123	305-416-0000

[illegible]

PURPOSE/JUSTIFICATION:	The proposed rifle suppressors will provide the SWAT team with numerous advantages to include, decibel reduction, recoil reduction, flash signature reduction, and increased accuracy. The short barreled rifles the SWAT team uses, produces an exorbitant amount of percussion when fired in close quarters. These suppressors will reduce this, making them safe for the team and the public.
-------------------------------	--

BUDGET CODE:

APPROVED BY:

Level 1:

Level 2:

Level 3:

Aug 14

Capt [Signature]
 Major [Signature]
 Major [Signature] 7-30-18



LAWMEN'S & SHOOTERS' SUPPLY

7750 9TH STREET. S.W.
VERO BEACH FL 32968-9298

Ph # (772) 569-8700

Fax # (772) 569-2955

www.lawmens.net

Bill to

CITY OF MIRAMAR
ATTN: ACCOUNTS PAYABLE
2300 CIVIC CENTER PLACE
MIRAMAR, FL 33025

Quote for Quantity # 47171

Pricing valid for quantity as quoted
& for 30 days after 6/29/2018

Customer
G4MIMAR

Buyer OFC MO ARBELAEZ

Email MARBELAEZ@MIRAMARPD.ORG

Ph # 954-602-4143 Fax #

Ship to

CITY OF MIRAMAR
POLICE DEPARTMENT
2811 S.W. 186TH AVE.
MIRAMAR, FL 33027

Agreement for Payment of Partial Shipments on File : No / Is		Required to Separate P.O.'s per Vendor		
Tax Exemptions on File : F-10/19 cc S-6/22 C.S.		Terms NET 30	FOB Destination	
Rep TROY		Email TFREEMAN@LAWMENS.NET		
Mfg Part #	Description	Unit Price	Qty Quoted	Total
SOCOM556-R...	SUREFIRE: SOCOM556-RC2-BK: SOCOM SERIES SOUND SUPPRESSOR, 5.56MM	821.71	27	22,186.17
WARCOMP55...	SUREFIRE: WARCOMP556-CTN-1/2-28: PORTED CLOSED TINE FLASH HIDER FOR M4/M16/AR VARIANTS, SERVES AS SUPPRESSOR ADAPTER FOR 5.56 SOCOM SUPPRESSORS	110.42	27	2,981.34
S&H	SHIPPING & HANDLING CHARGES	0.00	1	0.00
Thank you for your business. These items are non-refundable.		Subtotal \$25,167.51		
Contact for Bid Department:		Sales Tax (7.0%) \$0.00		
Contact	Customer's Purchasing Department :	Total \$25,167.51		
Ph #	Contact			
	Ph #			

4851 W. Hillsboro Blvd
Suite A-13
Coconut Creek, FL 33073
USA

Fax: 954-428-3134

Quote Number: 1206
Quote Date: Jun 29, 2018
Page: 1

Miramar Police Department
11765 City Hall Promenade
Miramar, FL 33025

Quantity	Item	Description	Unit Price	Amount
27.00	SOCOM556-RC2-BK	2ND GEN SOCOM SUPPRESSOR; HIGH TEMPERATURE ALLOY CONSTRUCTION; FOR USE WITH 5.56 CALIBER AMMUNITION; BLACK FINISH	991.25	26,763.75
27.00	WARCOMP-556-1/2-28	PORTED 3 PRONG FLASH HIDER FOR REDUCING MUZZLE RISE; SERVES AS A SUPPRESSOR ADAPTER FOR 556 SOCOM SUPPRESSORS WITH 1/2-28 THREAD	134.00	3,618.00

All PO's are automatic partial ship. Ship complete requests must be noted on the PO and a 50% down payment will be required when the PO received and before it is confirmed.

Subtotal	30,381.75
Sales Tax	
TOTAL	30,381.75

7815 West 4th Ave
Hialeah, FL 33014
Phone (305) 416-0000 Fax (305) 824-9205
MARI@LOUSPOLICE.COM



DATE July 2, 2018
Quotation # 070218-MM


MIRAMAR POLICE DEPARTMENT
ATTN: MAURICIO ARBELAEZ

Prepared by: MARI

Item Number	Description	QTY	Price per Unit	Extension
SOCOM556-RC2-BLK	SUREFIRE SOCOM 556 RC2 SUPPRESSOR	27	\$849.00	\$22,923.00
WARCOMP-556-CTN-1/2-28	SUREFIRE WARCOMP CLOSED TINE	27	\$120.00	\$3,240.00
			TOTAL	\$26,163.00

*For name of manufacturer, please name the firearm or ammunition manufacturer. It can be good for up to 3 years.

SWAT – Rifle Optics
Sig Sauer Romeo 5 Rifle Optic

DATE:	<u>06/29/18</u>	REQUISITION NO.:	<u></u>
DEPARTMENT:	<u>Police</u>	PURCHASE ORDER #:	<u></u>
TO:	<u>Major James Dunkelberger</u>	PREPARED BY:	<u> Master Officer Mauricio Arbelaez</u>
Thru:	<u>Captain Kevin Nosowicz</u>		
CC:	<u>Sergeant Franco Dillena</u>		

Request the below-listed item(s) to be ordered or processed for payment

XXX Issue New

Issue Replacement

Exigent Circumstances(Obtained in absence of PO- MUST PROVIDE MEMORANDUM

EXPLAINING)

Reimbursement: (MUST PROVIDE MEMORANDUM EXPLAINING)

[illegible]**PURPOSE/JUSTIFICATION:**

The SWAT team is in need of new rifle optics to replace the current units. The proposed optics mounted field of view which assists with gas mask shooting. The proposed optics also features an n, water resistance, and a 50,000 hour battery life.

BUDGET CODE:

APPROVED BY:

Level 1:

Level 2:

Level 3:



LAWMEN'S & SHOOTERS' SUPPLY

7750 9TH STREET. S.W.
VERO BEACH FL 32968-9298

Ph # (772) 569-8700
Fax # (772) 569-2955
www.lawmens.net

Bill to

CITY OF MIRAMAR
ATTN: ACCOUNTS PAYABLE
2300 CIVIC CENTER PLACE
MIRAMAR, FL 33025

Quote for Quantity # 47174

Pricing valid for quantity as quoted
& for 30 days after 6/29/2018

Customer
64MIMAR

Buyer OFC MO ARBELAEZ

Email MARBELAEZ@MIRAMAR.ORG

Ph # 954-602-4143 Fax #

Ship to

CITY OF MIRAMAR
POLICE DEPARTMENT
2811 S.W. 186TH AVE.
MIRAMAR, FL 33027

Agreement for Payment of Partial Shipments on File : No / Is			Required to Separate P.O.'s per Vendor	
Tax Exemptions on File : F-10/19 cc S-6/22 C.S.		Terms NET 30	FOB Destination	
Rep TROY		Email TFREEMAN@LAWMENS.NET		
Mfg Part #	Description	Unit Price	Qty Quoted	Total
SOR52001	SIG SAUER: SOR52001: ROMEO5 COMPACT RED DOT SIGHT, 2 MOA, 0.5 MOA ADJ, M1913, BLACK	131.57	27	3,552.39
S&H	SHIPPING & HANDLING CHARGES	0.00	1	0.00
Thank you for your business. All returns are subject to a 25% restocking fee.		Subtotal \$3,552.39		
Contact for Bid Department:		Sales Tax (7.0%) \$0.00		
Contact	Customer's Purchasing Department :	Total \$3,552.39		
Ph #	Contact Ph #			

Quote Number: 1208
Quote Date: Jun 29, 2018
Page: 1

Subtotal	5,130.00
Sales Tax	
TOTAL	5,130.00

MARI@LOUSPOLICE.COM



Quotation

DATE July 2, 2018

Quotation # 070218-MM3

Bill To:

MIRAMAR POLICE DEPARTMENT

ATTN: MAURICIO ARBELAEZ

Quotation valid for: 30 Days

Prepared by: MAR1

Agency Purchase Quote

Item Number	Description	QTY	Price per Unit	Extension
SOR52001	SIG SAUER ROMEO 5 COMPACT RED DOT SIGHT, 1X20MM, 2 MOA RED DOT, 0.5 MOA ADJ M1913 BLACK	27	\$149.00	\$4,023.00
			TOTAL	\$4,023.00

*Signed Purchase Order and/or Purchase Letter required for ordering along with FL Consumers Certificate of Exemption, where applicable.

*Each type of firearm or ammunition (just as written on the quote) must be listed on the PO to process.

*Government Agency prices do not include FL Consumers Certificate of Exemption. Certificate must be provided.

*Signed Dept of Treasury Federal Excise Tax Certificate will be sent to be filled out for each manufacturer that requires the form.

*For name of manufacturer, please name the firearm or ammunition manufacturer. It can be good for up to 3 years.

Unmanned Aerial Vehicle (UAV) - DJI Phantom 4 Pro PLUS V2

QUOTE



Quote

Drone Works
3616 Carman Rd
Binghamton, NY 13903
USA

Quote Number: 30009

Quote Date: 7/17/18

Quote for:

Det. Carl Schlosser

Account Number: TBD

Email: cschlosser@miramarpd.org

Billing Address: 11765 City Hall Promenade
Miramar, FL 33025

Shipping Address Same

Quote Expires: 7/28/18

Description	Item No.	Qty.	Unit	Sales Tax	Unit Price	Amount
DJI Phantom 4 Pro V2.0	DJIP4PV2	1	ea.	0%	\$1,379.99	\$1,379.99
		0	ea.	0%	\$0.00	\$0.00
		0	ea.	0%	\$0.00	\$0.00
		0	ea.	0%		\$0.00
		0	ea.	0%		\$0.00
			ea.	0%		\$0.00
		1	ea.	0%		\$0.00
		1	ea.	0%		\$0.00
		1	ea.	0%		\$0.00
		1	ea.	0%		\$0.00
		1	ea.	0%		\$0.00
		1	service	0%		
		1	service	0%		\$0.00
Unlimited Phone Support 23/7		1	service	0%		\$0.00
Shipping		1	ea.	0%	\$12.99	\$12.99

Total:

\$1,392.98

Payment Terms

Payment due upon receipt - Unless terms have been extended Net 30.

Please add 3% for credit card orders

Thank you for your business.



42 West 18th Street
New York NY 10011
www.adorama.com
info@adorama.com

888-582-2500

QUOTE



1787012

07/17/2018

BILLING ADDRESS:

MIRAMAR POLICE DEPARTMENT
Att: ACCOUNTS PAYABLE
11765 CITY HALL PROMENADE
HOLLYWOOD, FL 33025 USA
(954) 602-4352

SHIPPING ADDRESS:

MIRAMAR POLICE DEPARTMENT
Att: ACCOUNTS PAYABLE
11765 CITY HALL PROMENADE
HOLLYWOOD, FL 33025 USA
(954) 602-4352

Customer No: 1631517
Customer PO: quote
Terms:

SKU#	Item	Qty	Price	Total
DJIP4PPV2	DJI PHANTOM 4 PRO+ V2.0, Mfg Item#: CP.PT.00000234.01	1	1,559.14	1,559.14

Thank you for being a repeat Customer.

This quote was prepared by your sales representative,
Janelle Ryan.
To place order or for any help, call
Janelle Ryan
at (888) 582-2500 x 2120 or email at janelle@adorama.com

To email Customer Service please go to www.adorama.com/email

Sub Total: 1559.14
Shipping: .00
Tax: .00
Quote Total: 1559.14

Any item/s showing as "back-order"?

An item listed as "back-order" is on order with the supplier and is temporarily out of stock. These items will ship soon. Most backordered items ship within 10 business days. We never charge additional shipping as a result of a back-order. Please feel free to contact us for additional info at www.adorama.com/email.

Note: Please be prudent when throwing away packaging material. It is possible to miss some contents. Checking off contents against the packing list is always a good idea. If something is indeed missing please make a claim within 5 days to be compliant with our policies.

We want to buy your used photo equipment:

In the last year alone, Adorama spent millions buying 35mm, medium / large-format, scopes, video and digital equipment. Our satisfied customers happily cashed in or traded their equipment and enjoyed our above market value payout. Adorama pays top dollar for individual items, rare pieces, collections and estates. For more information, call 1-800-223-2500 or visit us at www.adorama.com/sell and use our online quoting system.

No Hassle Return Policy:

We want you to be completely happy with your purchase from Adorama. Please see the general Return/Exchange guidelines and policy posted on our website at www.adorama.com/policy.

Adorama Access

Ask about Adorama Access. Affordable technical support subscription plans that help you set up and get the most out of your equipment. Online: www.adorama.com/Access or speak to your account manager.



We pay top dollar for your used photo & video equipment

To find out the value of your equipment:

online	by phone	bring it
adorama.com/sell	800-223-2500	42 W 18 St NYC

Ship Via: UPS Ground Delivery

Salesman 01179 - Janelle

Printed By: JANELLER 07/17/18 02:52 PM



Quote

1 Crutchfield Park
Charlottesville, VA 22911
Phone 434-817-1000 Fax 434-817-1010

DATE:
July 17, 2018

Quote Number:
997946

Bill To:

MIRAMAR POLICE DEPARTMENT
CARL SCHLOSSER
11765 CITY HALL PROMENADE
HOLLYWOOD, FL 33025-7685
Phone: (954)802-6824

Ship To:

MIRAMAR POLICE DEPARTMENT
CARL SCHLOSSER
11765 CITY HALL PROMENADE
HOLLYWOOD, FL 33025-7685
Phone: (954)802-6824

QUANTITY	ITEM NUMBER	DESCRIPTION	COST	AMOUNT
1	964P4PV2S	DJI Phantom 4 Pro+ V2.0 with Screen	\$ 1,700.00	\$ 1,700.00

SHIPPING

FREE

SALES TAX COLLECTED

\$

0.00

TOTAL

\$

1,700.00

Notes: Free shipping. No tax collected when we ship to FL address. Crutchfield is an authorized DJI retailer so the DJI products you purchase from Crutchfield will come with a full manufacturer's warranty.

Make all checks payable to **Crutchfield Corporation**

Mail Checks to:

1 Crutchfield Park
Charlottesville, VA 22911

For any further questions contact **Christopher Hall** @ 434-218-6058 or chall@crutchfield.com

Thank You

**SWAT – Night Vision
EOTech M2124 Gen3 Taupe Night
Vision Clip-On Sight**

7/12/2018 _____ DEPARTMENT: <u>POLICE</u> TO: <u>Chief Dexter Williams</u> Thru: <u>Major James Dunkelberger</u> _____	REQUISITION NO.: _____ PURCHASE ORDER #: _____ PREPARED BY: Joan McLean REQUEST BY: Detective Carl Schlosser
---	---

Request the below-listed item(s) to be ordered or processed for payment

- ☒ Issue New
☐ Issue Replacement
☐ Exigent Circumstances (Obtained in absence of PO- MUST PROVIDE MEMORANDUM EXPLAINING)
☐ Reimbursement: (MUST PROVIDE MEMORANDUM EXPLAINING)

DELIVER TO:	VENDOR #1	VENDOR #2	VENDOR #3
Miramar Police Department 11765 City Hall Promenade Miramar , FL 33025 PH: 954-602-4092	SRT Supply PO Box # 386 St. Peterburg, FL 33731 PH: 727-526-5451	Adorama 42 West 18th Street New York, NY 10011 PH: 888-582-2500	Optics Planet, INC. 3150 Commercial Avenue Northbrook, IL 60062 PH: 800-504-5897

Description	Unit Price	Qty	Ext.	Unit Price	Qty	Ext.	Unit Price	Qty	Ext.
M2124-LR Generation III Clip-On-Night Vision Weapon	\$ 8,404.00	1.00	\$ 8,404.00	\$ 8,615.96	1.00	\$ 8,615.96	\$ 9,525.00	1.00	\$ 9,525.00
			\$ -			\$ -			\$ -
# INS39108100007			\$ -			\$ -			\$ -
			\$ -			\$ -			\$ -
See detailed information attached			\$ -			\$ -			\$ -
			\$ -			\$ -			\$ -
			\$ -			\$ -			\$ -
			\$ -			\$ -			\$ -
			\$ -			\$ -			\$ -
SHIPPING CHARGE INCLUDED			\$ -			\$ -			\$ -
TOTAL			\$ 8,404.00			\$ 8,615.96			\$ 9,525.00

PURPOSE /JUSTIFICATION:

This device provides night vision, and is designed for higher caliber weapon with longer range for target identification. SWAT assignments purposes. Officers safety is PARAMOUNT!

BUDGET CODE:	APPROVED BY:
	Level 1: _____ Level 2: _____ Level 3: Assistant Chief Burgess

Approved for: [Signature] 7-30-18
 [Signature] 7-30-18



QUOTE

PO Box#386
St. Petersburg, FL 33731
727-526-5451
WWW.SRTSUPPLY.COM

Entered By: HAD

Bill To: MIRAMAR POLICE DEPT
ACCOUNTS PAYABLE
2300 CIVIC CENTER PLACE
MIRAMAR FL 33025

Ship To: MIRAMAR POLICE DEPARTMENT
ATTN: C. SCHLOSSER
11765 CITY HALL PROMENADE
MIRAMAR FL 33025

Phone: 954-602-4000

Fax: 954-602-3440

Invoice #	Order #	Customer #	Customer P.O. #	Terms	Salesperson
Invoice Dt	Order Dt				Ship Via
	107302	5335		NET 30 DAYS	139
07/16/18	07/16/18				UPS GROUND
Units	U/M	Item Description	Disc	Unit Price	Amount
1	EA	***** QUOTATION ***** INS39108100007 INSIGHT PVS24/M2124 COMMERCIALCNVD-12 OMEGA FOM UNLIMITED FOM 1344 MIN, TAUPE		8375.00	8,375.00
		Subtotal			8,375.00
		SHIPPING FEE			29.00
		Tax #: 161719979554C			
		Quote Total			8,404.00

All Returns Are Subject to a 15% Restocking Charge

ITEMS LISTED ON THIS DOCUMENT MAY REQUIRE A UNITED STATES GOVERNMENT

FOR EXPORT. EXPORTING CONTROLLED ITEMS WITHOUT A LICENSE IS PROHIBITED BY LAW.

PRICES ARE EFFECTIVE FOR 30 DAYS FROM THE DATE OF QUOTE UNLESS OTHERWISE QUOTED.



42 West 18th Street
New York NY 10011
www.adorama.com
info@adorama.com

888-582-2500

QUOTE



1786695

07/16/2018

BILLING ADDRESS:

MIRAMAR POLICE DEPARTMENT
Att: ACCOUNTS PAYABLE
11765 CITY HALL PROMENADE
HOLLYWOOD, FL 33025 USA
(954) 602-4352

SHIPPING ADDRESS:

MIRAMAR POLICE DEPARTMENT
Att: ACCOUNTS PAYABLE
11765 CITY HALL PROMENADE
HOLLYWOOD, FL 33025 USA
(954) 602-4352

Customer No: 1631517

Customer PO: quote

Terms:

SKU#	Item	Qty	Price	Total
EOT39115150	EOTECH PVS24/M2124LR COMRCL ML001,TAUPE	1	8,615.96	8,615.96
Mfg Item#: 39115150-ML001TP				

Thank you for being a repeat Customer.

This quote was prepared by your sales representative,
Janelle Ryan.
To place order or for any help, call
Janelle Ryan
at (888) 582-2500 x 2120 or email at janeller@adorama.com

To email Customer Service please go to www.adorama.com/email

Sub Total: 8615.96
Shipping: .00
Tax: .00
Quote Total: 8615.96

Any item/s showing as "back-order"?

An item listed as "back-order" is on order with the supplier and is temporarily out of stock. These items will ship soon. Most backordered items ship within 10 business days. We never charge additional shipping as a result of a back-order. Please feel free to contact us for additional info at www.adorama.com/email.

Note: Please be prudent when throwing away packaging material. It is possible to miss some contents. Checking off contents against the packing list is always a good idea. If something is indeed missing please make a claim within 5 days to be compliant with our policies.

We want to buy your used photo equipment:

In the last year alone, Adorama spent millions buying 35mm, medium / large-format, scopes, video and digital equipment. Our satisfied customers happily cashed in or traded their equipment and enjoyed our above market value payout. Adorama pays top dollar for individual items, rare pieces, collections and estates. For more information, call 1-800-223-2500 or visit us at www.adorama.com/sell and use our online quoting system.

No Hassle Return Policy:

We want you to be completely happy with your purchase from Adorama. Please see the general Return/Exchange guidelines and policy posted on our website at www.adorama.com/policy.

Adorama Access

Ask about Adorama Access.
Affordable technical support subscription plans that help you set up and get the most out of your equipment.
Online: www.adorama.com/Access
or speak to your account manager.



We pay top dollar for your used photo & video equipment

To find out the value of your equipment:

online	by phone	bring it
adorama.com/sell	800-223-2500	42 W 18 St NYC

Ship Via: UPS Ground Delivery

Salesman 01179 - Janell

Printed By: JANELLER 07/17/18 02:44 PM



OpticsPlanet.com,
A Division of OpticsPlanet, Inc.
3150 Commercial Ave
Northbrook, IL 60062
Phone: (800) 504-5897
Fax: (847) 919-9409
Email: Sales@OpticsPlanet.com

Quotation

Page 1 of 1

QUOTATION #	DATE	CUSTOMER ID	REFERENCE #
83182	7/17/2018	5822113	0



SELL TO	SHIP TO
Carl Schlosser Miramar Police Department 11765 City Hall Promenade Hollywood FL 33025 United States	Carl Schlosser Miramar Police Department 11765 City Hall Promenade Hollywood FL 33025 United States

Shipping Method:	Value Shipping	Payment Method:		Last 4 digits:	
Freight Terms:	FOB Destination	Payment Terms:		PO Number:	0
Delivery Information:	6-8 weeks for delivery	Offer Valid for:	30 days		
Sales Person:	Rafael Maldonado	All prices are in US dollars.			

SKU	DESCRIPTION	QUANTIT	WEIGHT	UNIT PRICE	TOTAL
ET-NV-39115150-39115150-BW002TP	EOTech M2124-LR Long Range Clip-On Night Vision Device, Filmed, White Phosphor, Tan 39115150-BW002TP	1	1	\$9,525.00	\$9,525.00
SUBTOTAL					\$9,525.00
SHIPPING					\$0.00
SALES TAX					\$0.00
TOTAL					\$9,525.00

If you have any questions concerning this quotation, contact our Sales Team via e-mail to Sales@OpticsPlanet.com or via phone (800) 504-5897, 9AM-7PM CST Mon-Fri, 9AM-5PM CST Sat, 9AM-12PM CST Sun.
Please see <http://www.opticsplanet.net/our-policy.html> for our Return & Exchange Policy.

Important Export Restrictions: Commodities, products, technologies, and services listed herein are subject to one or more of the U.S. export control laws and regulations enforced by the U.S. Department of State, the U.S. Department of Commerce, or the U.S. Department of the Treasury. It is unlawful and strictly prohibited to engage in conduct requiring a license or other approval from the proper U.S. Department without such license or approval. Such conduct includes, but is not limited to, the export, or attempt to export or otherwise transfer or sell any commodity, product or technical data, or furnishing any service to any foreign party, whether abroad or in the United States. Furthermore, U.S. law prohibits the sale, transfer, or export of items to Embargoed Countries and entities on the Department of State's List of Debarred Parties, the Department of Commerce's Denied Persons List, and the Department of the Treasury's Specially Designated Nationals and Blocked Persons List. It is the Buyer's responsibility to be aware of the Lists of Embargoed Countries, Debarred Parties, Denied Persons, and Specially Designated Nationals and Blocked Persons. These Lists can be found at the applicable U.S. Government agency website.

Having lawfully received the above commodities from OpticsPlanet, Inc., the Buyer and Entity and/or Person(s) listed in "Ship To" (1) assumes all responsibility to further comply with the requirements imposed by all applicable laws, regulations and administrative policies and (2) certifies that it will so comply. Diversion contrary to U.S. law is prohibited.

The export control laws and regulations are complex; therefore any summary of such laws and regulations provided by OpticsPlanet, Inc. herein is not comprehensive and is not to be taken as legal advice or counseling.

All Exports: These commodities, technology or software were exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to United States law is prohibited.

M2124-LR

The advanced design of the M2124 eliminates the typical requirement of removing a primary (day) sighting system since the CNVD-LR mounts in line with a standard day optical sight. Combining day and night vision sights eliminates the need to re-zero, since the primary sight remains undisturbed.

Additional advantages to supplementing a primary sighting system with the M2124 include maintaining a user's consistent eye relief and shooting position as well as retaining user muscle memory. By operating the locking quick-disconnect, single-throw lever mounting system provided, the M2124 easily attaches to a MIL-STD-1913 rail interface system. The unit may also be used as a hand-held observation device.

The M2124 Generation III Clip-On Night Vision Weapon sight is one of our favorite new products in our ever growing list of "Top-of-the-Line" products, because everything about them screams performance. These sights are manufactured to the highest quality standards required from our U.S. Military, utilizing the latest proprietary technology, State of the Art manufacturing facilities, and an engineering team that worked hand in hand with our Military & Special Forces Groups to produce the absolute best SOCOM Night Vision Weapon sight that works with your existing Day Scopes.

Fast Facts:

- * Converts existing optics to Night Vision with "Zero Shift
- * Quick-Disconnect Single Throw Lever Mount for MIL-STD-1913 Rail Systems
- * Maintains shooting position and eye relief time after time
- * L-3 Electro-Optical Systems Gen 3 Image Intensifier (I) Tube
- * Optimized for 4X - 12X Magnified Rifle Scopes

Item: # 1 License Plate Reader Trailers**Quantity: 2****Total Cost: \$ 96,935.00**

The Miramar Police Department is seeking the use of technology to assist with the identification and apprehension of individuals involved in criminal activity with the use of motor vehicles. A total of 248 vehicles were stolen in the City of Miramar in 2017.

License Plate Reader (LPR) Trailers can be utilized to help in the investigation and recovery of these vehicles as they serve a dual function. The trailers read vehicle's license plates and record the vehicle's speed with a digital speed. The trailers can be deployed anywhere in the City and some models can read up to three lanes of traffic at one time. The LPR will run the vehicle's license plate to determine if the vehicle/tag is stolen, if the registered owner is wanted or a sex offender; or the registered owner has a suspended driver's license. In addition, these trailers can be used for investigative purposes. All of the tags scanned are stored and can later be researched if the vehicle was used in a crime, providing a GPS location of the scan and will also take a digital photograph of the vehicle.

The data system is linked nationally with other law enforcement agencies and staff can also see the tags scanned by these agencies. This information is key to solving crimes. The following local agencies have LPR devices deployed within their jurisdictions: Pembroke Pines, Hollywood, Plantation, Coral Springs Ft. Lauderdale, Margate, Miami Gardens and Miami-Dade County.

The Police Department is seeking to purchase Two LPR Trailers with the associated equipment software and annual Investigative Data Platform subscription.

The cost for two LPR Trailers and associated hardware to be purchased by piggyback off of the City of Ocala contract is \$ 75,800.00

The cost for Vigilant ALPR Investigative data software platform purchased as a Sole Source is \$ 21,135.00

The total project cost for two trailers, software, annual subscription and training is \$ 96,935.00

Vetted Security Solutions LLC
4185 35th St N
St. Petersburg, FL 33714
(901)545-9825
rbarnett@vettedsolution.com
vettedsolution.com



ESTIMATE

ADDRESS

Miramar Police Department

ESTIMATE # 1046

DATE 04/24/2018

ACTIVITY	QTY	RATE	AMOUNT
Vigilant ALPR:LPR Speed Trailer (Wanco) Mobile LPR Trailer 2-Camera System Software Includes: <ul style="list-style-type: none">• Includes CarDetector Fixed LPR Software with TAS Alert Client• Includes Camera control package, Hot-List Management & reporting capabilities• Windows 10 Pro License Hardware Includes: <ul style="list-style-type: none">• Custom Built Battery and Equipment Enclosure w/ sliding equipment drawer• 3x 200 aH sealed batteries• 2x Reaper Cameras• Enclosed Box built into trailer body• Powder-coated and oven-baked camera housings• Solid State Micro Intel i5 PC, USB3.0, Mini HDMI, 8GB DRAM, 120GB SSD, WIN 8.1 64 Bit OS• Router / Modem• Micro Shutdown Controller• GPS Puck• External Cell Antenna• Programmable LED Speed Sign• High output solar panels and solar charger• Remote Monitoring System	2	36,525.00	73,050.00
Vigilant ALPR:Vigilant Services:Vigilant Training Vigilant End User Training for LPR Systems <ul style="list-style-type: none">• End user training for Vigilant products<ul style="list-style-type: none">o Covers all client purchased applicationso Includes classroom and field operation training• Vigilant certified technician to visit site and perform one training class	1	850.00	850.00
Vigilant ALPR:Vigilant Shipping:Wanco Trailer Delivery Delivery of 1 LPR Trailer to Agency <ul style="list-style-type: none">• Includes flatbed delivery of LPR Trailer	2	950.00	1,900.00

TOTAL

\$75,800.00

Accepted By

Accepted Date

Vetted Security Solutions LLC
4185 35th St N
St. Petersburg, FL 33714
(901)545-9825
rbarnett@vettedsolution.com
vettedsolution.com



ESTIMATE

ADDRESS

Miramar Police Department

ESTIMATE # 1231

DATE 08/10/2018

ACTIVITY	QTY	RATE	AMOUNT
Vigilant ALPR:Vigilant Services:Vigilant SSU&C of LEARN Account	1	1,240.00	1,240.00
Vigilant Start Up & Configuration of Hosted/Managed LEARN Server Account			
• New client account setup via national LPR server			
• Required for all hosted/managed LEARN client accounts			
Vigilant ALPR:Vigilant CLK Fees:CLK Tier 1 VS-BSCSVC-01	4	475.00	1,900.00
Vigilant LPR Basic Service Package for Hosted/Managed LPR Deployments			
• Managed/hosted server account services by Vigilant			
o Includes access to all LEARN and CarDetector software updates			
• Requires new/existing Enterprise Service Agreement (ESA)			
• Priced for 1 Cameras per year			
Vigilant ALPR:Vigilant Data Subscriptions:IDP Tier 2 Investigative Data Platform - Annual Subscription for 101 to 200 Sworn	1	17,995.00	17,995.00
Investigative Data Platform - Annual Subscription for 101 to 200 Sworn			
TOTAL			\$21,135.00

Accepted By

Accepted Date



AGREEMENT FOR VIGILANT SOLUTIONS LAW ENFORCEMENT EQUIPMENT

THIS AGREEMENT is entered into this 24 day of July, 2018 by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **VETTED SECURITY SOLUTIONS LLC**, a Florida registered limited liability company (EIN: 45-5289377), located at 621 Monte Cristo Boulevard, St. Petersburg, Florida 33715 ("Vendor").

WHEREAS:

The City of Ocala issued an Invitation to Bid on April 19, 2018 for **ITB# OPD/18-015: Vigilant Solutions Law Enforcement Equipment**.

Two (2) bidders responded, and Vettered Security Solutions, LLC was the lowest responsive and responsible bidder. The Vendor was subsequently selected as the intended awardee for these services.

NOW THEREFORE, in consideration of the matters set forth above (which are incorporated herein by reference), the parties hereto agree as follows:

1. **SERVICES.** Vendor will provide all materials, labor, and equipment to provide Vigilant Solutions law enforcement equipment and installation services to the City as described, and pursuant to the scope of service set forth on the attached **Exhibit A - Scope of Work**, within this Agreement; and underlying ITB# OPD/18-015. The contract, and all exhibits, hold precedence over the ITB documents.
2. **COMPENSATION.** City shall pay Vendor for the performance of the work, and in accordance with the contract documents, a total lump sum amount of \$237,175 (TWO HUNDRED, THIRTY-SEVEN THOUSAND, ONE HUNDRED, SEVENTY-FIVE DOLLARS AND 00/100 CENTS) based on the pricing set forth in **Exhibit B - Price Proposal**.
3. **TERM & TERMINATION.** Equipment delivery and installation must be complete within 90 days of contract execution. Service and support for all equipment shall begin upon installation and end on September 30, 2019. Equipment service and support may be renewed annually, at the option of the City, by paying the annual support invoice amount to the Vendor.

Either party may terminate this Agreement immediately upon default or breach by the other party, if said party remains in default or breach after receiving written notice and fails to cure such default or breach within thirty (30) days of said notice. Termination of this Agreement shall have no effect upon the rights of the parties that accrued prior to termination.

4. **WARRANTY.** Vendor shall provide a one (1) year warranty on materials and a one (1) year warranty on labor. Vendor must provide complete written manufacturers' warranties to the City of Ocala Project Manager before final payment will be authorized.
5. **PERFORMANCE EVALUATION.** At the end of the contract, the City may evaluate the Vendor's performance. This evaluation will become public record.
6. **CONTRACT FULFILLMENT.** Vendors who enter into an Agreement with the City of Ocala and fail to complete the contract term, for any reason, will be subject to future bidding suspension for one (1) year, and up to a possible three (3) year bid debarment for serious contract failures.
7. **VENDOR REPRESENTATIONS.**
 - A. The Vendor has examined and carefully studied the Contract Documents and the other related data.
 - B. The Vendor is familiar with and is satisfied as to all Federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.
 - C. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
8. **METHOD OF COMPENSATION.** In consideration for providing the City with the services described in this contract, the City will compensate the Vendor as noted in **Section 2** and detailed in **Exhibit B-Price Proposal** as follows:
 - A. The City will pay Vendor a total lump sum amount for this contract as noted in **Section 2**. Payments will be made monthly on a percentage basis of the project completed as approved, invoiced and agreed to by the City. The allowability of compensation sought under this Contract is expressly made subject to the terms of this Contract, and any pertinent Federal and State law.
 - B. Vendor shall invoice the City monthly for ANY completed work accomplished during the preceding calendar month. Invoices for this Agreement will be prepared by Vendor, and submitted through the responsible City Project Manager at: Ocala Police Department, Joshua Sasso, 403 South Pine Avenue, Ocala, Florida 34471, jsasso@ocalapd.org. Finished work and invoices must be reviewed and agreed upon by City of Ocala Project Manager; this review and agreement shall not be unreasonably withheld, conditioned, or delayed. The City contract number must be listed on the submitted invoice along with an assigned invoice number and invoice date. Please indicate any payment discount terms on the invoice. One original of the invoice should be included with the submission.

- C. The City reserves the right to withhold payment for work not completed, or services completed unsatisfactorily, or work or products deemed inadequate or untimely by the City. Any payment withheld will be released and paid to Vendor promptly when work or products are subsequently performed/delivered to the City's satisfaction.

9. **INSPECTION AND ACCEPTANCE.** Title and risk of loss or damage to all items shall be the responsibility of the Vendor until received and accepted by the City. All goods and/or services provided under this Agreement are subject to inspection and acceptance upon receipt or completion by an authorized representative of City. Payment shall not be authorized until the goods and/or services have been received, accepted, and properly invoiced. City reserves the right to have rejected goods replaced by Vendor at the purchase price stipulated in this Agreement; or to return the rejected goods for full credit at the price charged. Transportation costs and any additional costs will be borne by Vendor in each instance. City's rights with respect to rejection of material are not waived by failure to notify Vendor promptly upon receipt of delivery.

10. **MISCELLANEOUS INSURANCE PROVISIONS.**

- A. Insurance Requirements. These insurance requirements shall not relieve or limit the liability of Vendor. The City does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect Vendor's interests or liabilities, but are merely minimums. No insurance is provided by the City under this contract to cover Vendor. No work shall be commenced under this contract until the required Certificate(s) have been provided. Work shall not continue after expiration (or cancellation) of the Certificate and shall not resume until new Certificate(s) have been provided. Insurance written on a "Claims Made" form is not acceptable without City of Ocala Risk Management consultation.
- B. Deductibles. Vendor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the latter. Vendor is responsible for the amount of any deductible or self-insured retention.
- C. Certificates. Vendor shall provide a Certificate of insurance, issued by an agency authorized to do business in the State of Florida and with an A.M. Best rating* of at least an A, showing the "City of Ocala" as an Additional Insured for General Liability, and Business Automobile Liability insurance. The City of Ocala, Procurement Department, 110 SE Watula Ave, Ocala, FL 34471 should be shown as the Certificate Holder, and for providing for required thirty (30) day cancellation notice.

*Non-rated insurers must be pre-approved by the City Risk Manager.

- D. Failure to Maintain Coverage. In the event Vendor fails to disclose each applicable deductible/self-insured retention or obtain or maintain in full force and effect any insurance coverage required to be obtained by Vendor under this Agreement, Vendor shall be considered to be in default of this Agreement.
- E. Severability of Interests. Vendor shall arrange for its liability insurance to include General Liability, Business Automobile Liability, and Excess/Umbrella Insurance, or be endorsed to include, a severability of interests/cross liability provision, so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.

11. **LIABILITY INSURANCE.** Vendor shall procure and maintain for the life of this contract Commercial General Liability Insurance with limits not less than:

- A. \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage and Personal and Advertising Injury;
- B. \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations;
- C. Commercial General Liability policy must include coverage for Contractual Liability.

The City, a political subdivision of the State of Florida, its officials, employees, and volunteers will be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage regarding liability arising out of activities performed by or on behalf of Vendor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, or volunteers.

12. **BUSINESS AUTO LIABILITY.** Vendor shall procure and maintain Automobile Insurance for the life of this contract. Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident. The City must be an additional insured on the policy.

13. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Vendor shall procure and maintain for the life of this contract Workers' Compensation insurance, and Employer's Liability at statutory requirement limits. Vendor shall ensure any subcontractor has statutory coverage. The City of Ocala need not be named as an additional insured, but a subrogation waiver endorsement is required. Exceptions and exemptions will be allowed by the City's HR/Risk Director, if they are in accordance with Florida Statute.

14. **E-VERIFY.** In accordance with Executive Order 11-116, Vendor shall utilize the U.S. Agency of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement. Vendor shall also require all subcontractors performing work under this Agreement to utilize the E-Verify system for any employees they may hire during the term of this Agreement.
15. **SAFETY/ENVIRONMENTAL.** Vendor is responsible at all times for precautions to achieve the protection of all persons including employees and property. The Vendor shall make reasonable efforts to detect apparent hazardous conditions and shall take prompt action where necessary to avoid accident, injury or property damage. EPA, DEP, OSHA, and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. All Vendor caused hazardous spills, accidents, injuries or claims or potential claims shall be reported promptly to the City Risk Management Department.
16. **INDEPENDENT CONTRACTOR STATUS.** City expressly acknowledges the Vendor is an independent contractor. Nothing in this Agreement is intended, nor shall be construed, to create an agency relationship, a partner or partnership, an employer/employee relationship, a joint venture relationship, or any other relationship allowing the City to exercise control or discretion over the manner or method by which Vendor performs hereunder.
17. **ACCESS TO FACILITIES.** City will provide Vendor with access to the Facilities to permit Vendor to meet its obligations hereunder.
18. **ASSIGNMENT.** Neither party may assign this Agreement or the rights and obligations thereunder to any third party without the prior express written approval of the other party, which shall not be unreasonably withheld.
19. **NON-EXCLUSIVITY.** Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Vendor. This Contract shall not restrict City from acquiring similar, equal or like goods and/or services, or executing additional contracts from other entities or sources.
20. **PUBLIC RECORDS.** The Vendor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the Vendor shall:
 - A. Keep and maintain public records required by the public agency to perform the service.
 - B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied

within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Vendor does not transfer the records to the public agency.
- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Vendor or keep and maintain public records required by the public agency to perform the service. If the Vendor transfers all public records to the public agency 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 public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.org; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

- 21. **TAX EXEMPTION.** City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Vendor doing business with City will not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Vendor be authorized to use City's Tax Exemption Number for securing materials listed herein.
- 22. **EXCESS FUNDS.** Any party receiving funds paid by City under this Agreement shall promptly notify City of any funds erroneously received upon the discovery of such erroneous funds receipt. Any such excess funds shall be refunded to City within thirty (30) days, or must include interest

calculated from the date of the erroneous payment or overpayment at the interest rate for judgments at the highest rate as allowed by law.

23. **AUDIT.** Vendor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.
24. **PUBLICITY.** Vendor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
25. **CONFLICT OF INTEREST.** Vendor must have disclosed with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Vendor must disclose the name of any City employee who owns, directly or indirectly, any interest in Vendor or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.
26. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES.** During the performance of the contract, the Vendor agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation or veteran status and will take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.
27. **PUBLIC ENTITY CRIMES.** Vendor on its behalf and its affiliates agrees and affirms that it has not been placed on the convicted vendor list following a conviction of a public entity crime as provided for in Section 287.133(2)(a), Florida Statutes, which states that a person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted vendor list.

28. **DEFAULT.** This Agreement is critical to the City and the City reserves the right to immediately cancel either in whole or in part any portion of this Agreement due to failure of the Vendor to carry out any obligation, term, or condition of the Agreement. The City will issue a written notice of default effective immediately and not deferred by any interval of time. Default shall be any act or failure to act on the part of the Vendor including, but not limited to, any of the following:
- A. Vendor fails to adequately perform the services set forth in the specifications of the Agreement;
 - B. The Vendor provides material that does not meet the specifications of the Agreement;
 - C. Vendor fails to complete the work required within the time stipulated in the Agreement; and
 - D. Vendor fails to make progress in the performance of the Agreement and/or gives the City reason to believe that the Vendor will not or cannot perform to the requirements of the Agreement.
29. **REMEDIES/OPPORTUNITY TO CURE.** If Vendor defaults on any provision of this Agreement, City may, at its sole discretion, give written notice to Vendor detailing Vendor's violations and giving Vendor an opportunity to cure the default. If such violation is not corrected to the reasonable satisfaction of City within the time required by the City to cure the default, after the date of notice of violation, the City may, without further notice, declare Vendor to be in breach of this Agreement and pursue all remedies available at law or equity, including termination of this Agreement without further notice and all rights of vendor hereunder.
- Notwithstanding City's termination of the Agreement, Vendor shall remain liable to City for damages, costs, or attorney's fees arising prior to such termination. In case of default, the City reserves the right to hire another vendor to complete the required work in accordance with the needs of the City. City may recover any actual excess costs from the Vendor by: (a) Deduction from an unpaid balance, or (b) Any other remedy as provided by law.
30. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

31. **FORCE MAJEURE.** Neither party shall be responsible for damages or delays caused by Force Majeure or other events beyond the reasonable control of the party and which could not reasonably have been anticipated or prevented.

For purposes of this Agreement, Force Majeure includes, but is not limited to, war, terrorism, riots, epidemics, fire, acts of nature, strikes, lockouts, court orders, and acts, orders, laws, or regulations of the government of the United States or the several states, prohibiting or impeding any party from performing its respective obligations under the contract.

If Force Majeure occurs, the parties shall mutually agree on the terms and conditions upon which services may continue. Should Vendor be delayed in the commencement, performance, or completion of the Work due to any of the conditions under this section, Vendor shall be entitled to an extension of time only, provided however, that in no event shall Vendor be entitled to any increased costs, additional compensation, or damages of any type resulting from such Force Majeure delays.

32. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.

33. **INDEMNITY.** Vendor shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Vendor, its agents, and employees.

34. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.

35. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by

facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by email. All notices shall be addressed to the respective parties as follows:

If to Vendor:

Vetted Security Solutions, LLC
Ryan Barnett
621 Monte Cristo Boulevard
St. Petersburg, Florida 33715
Phone: 727-495-6396
Cell: 901-545-9825
Email: rbarnett@vettedsolution.com

If to City of Ocala:

Tiffany Kimball, Contracting Officer
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-629-8366
Fax: 352-690-2025
Email: tkimball@ocalafl.org

Copy to:

Patrick G. Gilligan, Esquire
Gilligan, Gooding, Franjola & Batsel, P.A.
1531 SE 36th Avenue
Ocala, Florida 34471
Phone: 352-867-7707
Fax: 352-867-0237
Email: pgilligan@ocalalaw.com

36. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.

37. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.
38. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.
39. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.
40. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
41. **MUTUALITY OF NEGOTIATION.** Vendor and City acknowledge that this Agreement is a result of negotiations between Vendor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.

42. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
43. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
44. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
45. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
46. **ELECTRONIC SIGNATURE(S).** Vendor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
47. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
48. **CONTRACT DOCUMENTS.** The contract documents that comprise the entire Agreement between the City and Vendor are made a part hereof, and are listed as exhibits. There are no contract documents other than those listed below. If there is a conflict in terms between this Agreement and the contract documents, then the terms of this Agreement will control over the terms of the contract documents listed below.



If there is a conflict within the exhibits regarding scope of service, the order of precedence is as follows: (1) Exhibit A, then (2) Exhibit B.

Exhibit A: Scope of Work (A-1)

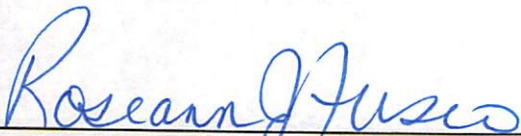
Exhibit B: Price Proposal (B-1)

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

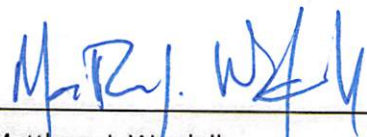
IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

ATTEST:

CITY OF OCALA:



~~Angel B. Jacobs~~ ~~City Clerk~~
Roseann J. Fusco
Deputy City Clerk



Matthew J. Wardell
City Council President

Approved as to form and legality:

VETTED SECURITY SOLUTIONS LLC




~~Patrick G. Gilligan~~ ~~City Attorney~~
W. James Gooding III
Assistant City Attorney



Manager/Member



ACCEPTED BY CITY COUNCIL

DATE
OFFICE OF THE CITY CLERK

Vendor shall perform the turnkey installation of one license plate recognition (LRP) system including trailer, with two cameras and include mag mount brackets to secure the camera to the vehicle.

Products and services provided by Vendor under this Agreement are detailed in **Exhibit B – Price Proposal**.

Working Hours

The normal/standard working hours for this project are 7:00 a.m. through 4:00 p.m., Monday through Friday, excluding holidays.

Model#	Description	Quantity	Unit Price	Extended Cost
Mobile LPR SYS-1 CDMH2-234-RE	Mobile LPR 2- Camera System w/integrated processor (expandable to 4 cams)	1	\$11,500.00	\$11,500.00
U-BASE-SET	High Impact Camera Magnet Mount	2	\$120.00	\$240.00
VS-PERMFx-1	Cigarette Power Adapter Kit for mobile units	1	\$200.00	\$200.00
LPR-SPDTRL-WNC	Mobile LPR Trailer 2-Camera System	1	\$36,525.00	\$36,525.00
VIG-2FX-75mm	Fixed LPR Eclousure Package w/2 Cameras/ DSP units	8	\$19,950.00	\$159,600.00
U-BASE-SET	Camera Mounting Accessories	16	\$245.00	\$3,920.00
VV-SL-1	LEARN-NVLS LPR Data Hosting Service via National Law Enforcement LPR Server Vigilant Hosted/ Managed Centralized LPR server via LEARN	1	\$0.00	\$0.00
VSBSVC-01	Vigilant LPR Basic Service Package for Hosted/ Managed LPR deployments	20	\$475.00	\$9,500.00
SSUPLN-COM	New Client Account setup - LEARN	1	\$1,240.00	\$1,240.00
SSUPSYS-COM	Vigilant System Start Up & Commissioning of 'In Field' LPR system	1	\$850.00	\$850.00
VSPTRNG	End user training for LEARN/ LPR Systems	1	\$1,200.00	\$1,200.00
VSP-TRVL-01	Vigilant Certified Partner Travel via Client Site Visit	1	\$0.00	\$0.00
VSH-STNRD	Vigilant Shipping and handling charges	1	\$150.00	\$150.00
VS-TRL-DLVR	Delivery of 1 LPR trailer to Ocala PD	1	\$950.00	\$950.00
VS-ENCL-INSTL	Installation of ALPR enclosure	1	\$7,600.00	\$7,600.00
TRVL-STX	Travel cost to customer location	1	\$2,500.00	\$2,500.00
VSH-STNRD	Vigilant shipping and handling charges	8	\$150.00	\$1,200.00
		TOTAL BID AMOUNT		\$237,175.00

**Enterprise Service Agreement (ESA)**

This Vigilant Solutions Enterprise Service Agreement (the "Agreement") is made and entered into as of this 24 day of July, 2018 by and between Vigilant Solutions, LLC, a Delaware company, having its principal place of business at 2021 Las Positas Court Suite # 101, Livermore, CA 94551 ("Vigilant") and City of Ocala, by and through, Ocala Police Department, a law enforcement agency (LEA) or other governmental agency, having its principal place of business at 110 SE Watula Avenue, Ocala, FL 34471 ("Affiliate").

WHEREAS, Vigilant designs, develops, licenses and services advanced video analysis software technologies for the law enforcement and security markets;

WHEREAS, Vigilant provides access to license plate data as a value added component of the Vigilant law enforcement package of license plate recognition equipment and software;

WHEREAS, Affiliate will separately purchase License Plate Recognition (LPR) hardware components from Vigilant and/or its authorized reseller for use with the Software Products (as defined below);

WHEREAS, Affiliate desires to license from and receive service for the Software Products provided by Vigilant;

THEREFORE, In consideration of the mutual covenants contained herein this Agreement, Affiliate and Vigilant hereby agree as follows:

I. Definitions:

"CJIS Security Policy" means the FBI CJIS Security Policy document as published by the FBI CJIS Information Security Officer.

"CLK" or "Camera License Key" means an electronic key that will permit each license of Vigilant's CarDetector brand LPR software or LineUp brand facial recognition software (one CLK per camera) to be used with other Vigilant approved and licensed LPR hardware components (i.e., cameras and other hardware components provided by Vigilant or provided by a Vigilant certified reselling partner that has authority from Vigilant to deliver such Vigilant-authorized components) and Software Products. CLKs shall be not issuable and if issued in error shall be removed and immediately rendered null and void for cameras and other hardware components that are not Vigilant-authorized cameras and other hardware components or are delivered to Affiliate by another vendor that is not a Vigilant certified reselling partner.

"Commercial LPR Data" refers to LPR data collected by private sources and available on LEARN with a paid subscription.

"Criminal Justice Information Services Division" or "CJIS" means the FBI division responsible for the collection, warehousing, and timely dissemination of relevant CJI to the FBI and to qualified law enforcement, criminal justice, civilian, academic, employment, and licensing agencies.

"Effective Date" means sixty (60) days subsequent to the date set forth in the first paragraph of this Agreement.



"Enterprise License" means a non-exclusive, non-transferable license to install and operate the Software Products, on applicable media provided by Vigilant or Vigilant's certified reselling partners. This Enterprise Service Agreement allows Affiliate to install the Software Products on such devices, in accordance with the selected Service Package(s), and allow benefits of all rights granted hereunder this Agreement.

"LEA LPR Data" refers to LPR data collected by LEAs and available on LEARN for use by other LEAs. LEA LPR Data is freely available to LEAs at no cost and is governed by the contributing LEA's retention policy.

"Service Fee" means the amount due from Affiliate prior to the renewal of this Agreement as consideration for the continued use of the Software Products and Service Package benefits according to Section VIII of this Agreement.

"Service Package" means the Affiliate designated service option(s) which defines the extent of use of the Software Products, in conjunction with any service and/or benefits therein granted as rights hereunder this Agreement.

"Service Period" has the meaning set forth in Section III (A) of this Agreement.

"Software Products" means Vigilant's Law Enforcement & Security suite of Software Products including CarDetector, Law Enforcement Archival & Reporting Network (LEARN), Mobile Companion for Smartphones, Target Alert Service (TAS) server/client alerting package, FaceSearch, LineUp and other software applications considered by Vigilant to be applicable for the benefit of law enforcement and security practices. Software Products shall only be permitted to function on approved Vigilant cameras and other hardware components provided by Vigilant or through Vigilant certified reselling partners. Software Products shall not be permitted to operate on third-party provided or not Vigilant-authorized hardware components, and if found to be operating on third-party provided hardware components Software Products shall be promptly removed by Affiliate.

"Technical Support Agents" means Affiliate's staff person specified in the Contact Information Worksheet of this Agreement responsible for administering the Software Products and acting as Affiliate's Software Products support contact.

"User License" means a non-exclusive, non-transferable license to install and operate the Software Products, on applicable media, limited to a single licensee.

"Users" refers to individuals who are agents and/or sworn officers of the Affiliate and who are authorized by the Affiliate to access LEARN on behalf of Affiliate through login credentials provided by Affiliate.

II. Enterprise License Grant; Duplication and Distribution Rights:

Subject to the terms and conditions of this Agreement, Vigilant hereby grants Affiliate an Enterprise License to the Software Products for the Term provided in Section III below. Except as expressly permitted by this Agreement, Affiliate or any third party acting on behalf of Affiliate shall not copy, modify, distribute, loan, lease, resell, sublicense or otherwise transfer any right in the Software Products. Except as expressly permitted by this Agreement, no other rights are granted by implication, estoppels or otherwise. Affiliate shall not eliminate, bypass, or in any way alter the copyright screen (also known as the "splash" screen) that may appear when Software Products are first started on any computer. Any use or redistribution of Software Products in a manner not explicitly stated in this Agreement, or not agreed to in writing by Vigilant, is strictly prohibited.



III. Term; Termination.

A. Term. The initial term of this Agreement is for one (1) year beginning on the Effective Date (the "Initial Term"), unless earlier terminated as provided herein. Sixty (60) days prior to the expiration of the Initial Term and each subsequent Service Period, Vigilant will provide Affiliate with an invoice for the Service Fee due for the subsequent twelve (12) month period (each such period, a "Service Period"). This Agreement and the Enterprise License granted under this Agreement will be extended for a Service Period upon Affiliate's payment of that Service Period's Service Fee, which is due 30 days prior to the expiration of the Initial Term or the existing Service Period, as the case may be. Pursuant to Section VIII below, Affiliate may also pay in advance for more than one Service Period.

B. Affiliate Termination. Affiliate may terminate this Agreement at any time by notifying Vigilant of the termination in writing thirty (30) days prior to the termination date, and deleting all copies of the Software Products. If Affiliate terminates this Agreement prior to the end of the Initial Term without cause, Vigilant will not refund or prorate any license fees, nor will it reduce or waive any license fees still owed to Vigilant by Affiliate. Upon termination of the Enterprise License, Affiliate shall immediately cease any further use of Software Products. If Affiliate's termination notice is based on an alleged breach by Vigilant, then Vigilant shall have thirty (30) days from the date of its receipt of Affiliate's notice of termination, which shall set forth in detail Affiliate's purported breach of this Agreement, to cure the alleged breach. If within thirty (30) days of written notice of violation from Vigilant Affiliate has not reasonably cured the described breach of this Agreement, Affiliate shall terminate this Agreement and Vigilant shall refund prorated service fees to Affiliate. Affiliate may also terminate this agreement by not paying an invoice for a subsequent year's Service Fee within sixty (60) days of invoice issue date.

C. Vigilant Termination. Vigilant has the right to terminate this Agreement by providing thirty (30) days written notice to Affiliate. If Vigilant's termination notice is based on an alleged breach by Affiliate, then Affiliate shall have thirty (30) days from the date of its receipt of Vigilant's notice of termination, which shall set forth in detail Affiliate's purported breach of this Agreement, to cure the alleged breach. If within thirty (30) days of written notice of violation from Vigilant Affiliate has not reasonably cured the described breach of this Agreement, Affiliate shall immediately discontinue all use of Software Products and certify to Vigilant that it has returned or destroyed all copies of Software Products in its possession or control. If Vigilant terminates this Agreement prior to the end of a Service Period for no reason, and not based on Affiliate's failure to cure the breach of a material term or condition of this Agreement, Vigilant shall refund to Affiliate an amount calculated by multiplying the total amount of Service Fees paid by Affiliate for the then-current Service Period by the percentage resulting from dividing the number of days remaining in the then-current Service Period, by 365.

IV. Warranty and Disclaimer; Infringement Protection; Use of Software Products Interface.

A. Warranty and Disclaimer. Vigilant warrants that the Software Products will be free from all Significant Defects (as defined below) during the lesser of the term of this Agreement (the "Warranty Period") or one year. "Significant Defect" means a defect in a Software Product that impedes the primary function of the Software Product. This warranty does not include products not manufactured by Vigilant. Vigilant will repair or replace any Software Product with a Significant Defect during the Warranty Period; *provided, however*, if Vigilant cannot substantially correct a Significant Defect in a commercially reasonable manner, Affiliate may terminate this Agreement and Vigilant shall refund to Affiliate an amount calculated by multiplying the total amount of Service Fees paid by Affiliate for the then-current Service Period by the percentage resulting from dividing the number of days remaining in the then-current Service Period, by 365. The foregoing remedies are Affiliate's exclusive remedy for defects in the Software Product. Vigilant shall not be responsible for labor charges for removal or reinstallation of defective software, charges for transportation, shipping or handling loss, unless such charges are due to Vigilant's gross negligence or intentional misconduct. Vigilant disclaims all warranties, expressed or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose. In no event shall Vigilant be liable for any damages whatsoever arising out of the use of, or inability to use, the Software Products.



B. Infringement Protection. If an infringement claim is made against Affiliate by a third-party in a court of competent jurisdiction regarding Affiliate's use of any of the Software Products, Vigilant shall indemnify Affiliate, and assume all legal responsibility and costs to contest any such claim. If Affiliate's use of any portion of the Software Products or documentation provided to Affiliate by Vigilant in connection with the Software Products is enjoined by a court of competent jurisdiction, Vigilant shall do one of the following at its option and expense within sixty (60) days of such enjoinder: (1) Procure for Affiliate the right to use such infringing portion; (2) replace such infringing portion with a non-infringing portion providing equivalent functionality; or (3) modify the infringing portion so as to eliminate the infringement while providing equivalent functionality.

C. Use of Software Products Interface. Under certain circumstances, it may be dangerous to operate a moving vehicle while attempting to operate a touch screen or laptop screen and any of their applications. It is agreed by Affiliate that Affiliate's users will be instructed to only utilize the interface to the Software Products at times when it is safe to do so. Vigilant is not liable for any accident caused by a result of distraction such as from viewing the screen while operating a moving vehicle.

V. Software Support, Warranty and Maintenance.

Affiliate will receive technical support by submitting a support ticket to Vigilant's company support website or by sending an email to Vigilant's support team. Updates, patches and bug fixes of the Software Products will be made available to Affiliate at no additional charge, although charges may be assessed if the Software Product is requested to be delivered on physical media. Vigilant will provide Software Products support to Affiliate's Technical Support Agents through e-mail, fax and telephone.

VI. Camera License Keys (CLKs).

Affiliate is entitled to use of the Software Products during the term of this Agreement to set up and install the Software Products on an unlimited number of media centers within Affiliate's agency in accordance with selected Service Options. As Affiliate installs additional units of the Software Products and connects them to LPR cameras, Affiliate is required to obtain a Camera License Key (CLK) for each camera installed and considered in active service. A CLK can be obtained by Affiliate by going to Vigilant's company support website and completing the online request form to Vigilant technical support staff. Within two (2) business days of Affiliate's application for a CLK, Affiliate's Technical Support Agent will receive the requested CLK that is set to expire on the last day of the Initial Term or the then-current Service Period, as the case may be.

VII. Ownership of Software.

A. Ownership of Software Products. The Software Products are copyrighted by Vigilant Solutions and remain the property of Vigilant Solutions. The license granted under this Agreement is not a sale of the Software Products or any copy. Affiliate owns the physical media on which the Software Products are installed, but Vigilant Solutions retains title and ownership of the Software Products and all other materials included as part of the Software Products.

B. Rights in Software Products. Vigilant Solutions represents and warrants that: (1) it has title to the Software and the authority to grant license to use the Software Products; (2) it has the corporate power and authority and the legal right to grant the licenses contemplated by this Agreement; and (3) it has not and will not enter into



agreements and will not take or fail to take action that causes its legal right or ability to grant such licenses to be restricted.

VIII. Data Sharing, Access and Security.

If Affiliate is a generator as well as a consumer of LPR Data, Affiliate at its option may share its LEA LPR Data with similarly situated LEAs who contract with Vigilant to access LEARN (for example, LEAs who share LEA LPR Data with other LEAs). Vigilant will not share any LEA LPR Data generated by the Affiliate without the permission of the Affiliate.

Vigilant has implemented procedures to allow for adherence to the FBI CJIS Security Policy. The hosting facility utilizes state-of-the-art access control technologies that meet or exceed CJIS requirements. In addition, Vigilant has installed and configured a solid network intrusion prevention appliance provided by Cisco Systems Inc., as well as ensured that the configuration of the Microsoft environment adhere to the Windows Server 2008 Security Guide. The net result is reduced risk (on all levels) of malicious intrusion and misuse. The network is secured by a Cisco 1812/K9 router that provides professional grade protection to the peripherals on the network. Amongst others, the Cisco IOS firewall firmware is compliant with PCI, HIPAA, and SOX IT governance requirements. The Cisco IOS firmware is also configured with Intrusion Protection Services that offers deep packet inspection on all incoming traffic.

IX. Ownership and use of Commercial LPR Data and LEA LPR Data.

Vigilant retains all title and rights to Commercial LPR Data. Users shall not utilize Commercial LPR Data on the behalf of other local, state or Federal LEAs. Affiliate retains all rights to LEA LPR Data generated by the Affiliate. Should Affiliate terminate agreement with Vigilant, a copy of all LEA LPR Data generated by the Affiliate will be created and provided to the Affiliate. After the copy is created, all LEA LPR Data generated by the Affiliate will be deleted from LEARN at the written request of an authorized representative of the Affiliate or per the Affiliate's designated retention policy, whichever occurs first. Commercial LPR Data and LEA LPR Data should be used by the Affiliate for law enforcement purposes only.

X. Loss of Data, Irregularities and Recovery.

Vigilant places imperative priority on supporting and maintaining data center integrity. Using redundant disk arrays, there is a virtual guarantee that any hard disk failure will not result in the corruption or loss of the valuable LPR data that is essential to the LEARN system and clients.

XI. Data Retention and Redundancy.

LEA LPR Data is governed by the contributing LEA's retention policy. LEA LPR Data that reaches its expiration date will be deleted from LEARN. Vigilant's use of redundant power sources, fiber connectivity and disk arrays ensure no less than 99% uptime of the LEARN LPR database server system.

XII. Account Access.

A. Eligibility. Affiliate shall only authorize individuals who satisfy the eligibility requirements of "Users" to access LEARN. Vigilant in its sole discretion may deny access to LEARN to any individual based on such person's failure to satisfy such eligibility requirements. User logins are restricted to agents and sworn officers of the Affiliate. No User logins may be provided to agents or officers of other local, state, or Federal LEAs without the express written consent of Vigilant.



B. Security. Affiliate shall be responsible for assigning an Agency Manager who in turn will be responsible for assigning to each of Affiliate's Users a username and password (one per user account). A limited number of User accounts is provided. Affiliate will cause the Users to maintain username and password credentials confidential and will prevent use of such username and password credentials by any unauthorized person(s). Affiliate shall notify Vigilant immediately if Affiliate believes the password of any of its Users has, or may have, been obtained or used by any unauthorized person(s). In addition, Affiliate must notify Vigilant immediately if Affiliate becomes aware of any other breach or attempted breach of the security of any of its Users' accounts.

C. CJIS Requirements. Affiliate certifies that its LEARN users shall comply with the following CJIS requirements:

1. Affiliate agrees to use training, policy and procedures to ensure support staff use proper handling, processing, storing, and communication protocols for data.
2. Affiliate agrees to protect systems and data by monitoring and auditing staff user activity to ensure that it is only within the purview of system application development, system maintenance or the support roles assigned.
3. Affiliate will only provide access to Vigilant systems and Affiliate-owned LEA information through Affiliate managed role-based access and applied sharing rules configured by the Affiliate.
4. Affiliate agrees to create and retain activity transaction logs to enable auditing by the LEA data owners, Vigilant staff, and FBI CJIS if requested.
5. Affiliate agrees to perform independent employment background screening for its' staff and participate in additional fingerprint background screening as required by client LEA agencies at Affiliate's own expense.
6. Affiliate agrees to reinforce staff policies for creating user accounts with only one Affiliate domain email addresses for each user. Exceptions may only be granted in writing by Vigilant.

XIII. **Service Package, Fees and Payment Provisions.**

A. Service Package. This Enterprise License Agreement is based on one (1) of the three (3) following Service Package Options. Please select one (1) Service Package below:

☒

Service Package - Basic LPR Service Package:

- Vigilant Managed/Hosted LPR server LEARN Account
- Access to all Vigilant Software including all upgrades and updates
- Unlimited user licensing for the following applications:
 - o LEARN, CarDetector and TAS

☐

Service Package - Option # 1 – Standard LPR Service Package:

- All Basic Service Package benefits
- Unlimited use of CarDetector – Mobile Hit Hunter (CDMS-MHH)
- Unlimited use of Vigilant's LPR Mobile Companion smartphone application

☐

Service Package - Option # 2 – 'Intelligence-Led Policing (ILP)' Service Package:



- All Service Package Option # 1 benefits
- Mobile LPR hardware up to level of Tier (see Exhibit A)
- Use of Vigilant Facial Recognition technologies up to level of Tier
 - FaceSearch Account
 - FaceSearch Mobile Companion
 - Templates up to limit for FaceSearch Account (details in Exhibit A)
- Tiered based on size of department (Tier 1 up to 100 sworn officers, Tier 2 up to 200 sworn officers, Tier 3 up to 500 sworn officers, Tier 4 up to 1,000 sworn officers, Tier 5 up to 1,500 sworn officers, Tier 6 up to 2,000 sworn officers)
- States, Federal Agencies, and Departments with greater than 2,000 sworn fall under a, "Custom" Tier which will be defined in the Annual Service Fee Schedule if applicable.

B. Service Fee. Payment of each Service Fee entitles Affiliate to all rights granted under this Agreement, including without limitation, use of the Software Products for the relevant Service Period, replacement of CLKs, and access to the updates and releases of the Software Products and associated equipment driver software to allow the Software Products to remain current and enable the best possible performance. The annual Service Fee due for a particular Service Period is based on the number of current Vigilant issued CLK's at the time of Service Fee invoicing, and which will be used by Affiliate in the upcoming Service Period. A schedule of annual Service Fees is shown below:

Annual Service Fee Schedule (multiplied by number of CLK's Issued)					
Total # of CLK's under this ESA	0-14 CLK's	15-30 CLK's	31-60 CLK's	Over 60	
Basic Service	\$525.00	\$450.00	\$400.00	\$275.00	
Standard (Option # 1)	\$750.00	\$640.00	\$565.00	\$390.00	
ILP Subscriber CLK Renewal Fees	\$525.00	\$450.00	\$400.00	\$275.00	

Intelligence-Led Policing Service Package Annual Fee Schedule	
Tier	Annual Fee
ILP Tier 1 (Option # 2)	\$14,995.00
ILP Tier 2 (Option # 2)	\$34,495.00
ILP Tier 3 (Option # 2)	\$59,995.00
ILP Tier 4 (Option #2)	\$89,995.00
ILP Tier 5 (Options #2)	\$119,995.00
ILP Tier 6 (Option #2)	\$154,995.00

Annual Service Fee Schedule for Image Enrollment (applicable to FaceSearch/LineUp)	
5,000 Images	\$750.00



Payment of the Service Fee is due thirty (30) days prior to the renewal of the then-current Service Period. All Service Fees are exclusive of any sales, use, value-added or other federal, state or local taxes (excluding taxes based on Vigilant's net income) and Affiliate agrees to pay any such tax. Service Fees may increase by no higher than 4% per year for years after the first year of this agreement. For ILP (Option # 2) Tier packages, the Tier amount is due for subsequent periods and Basic Service CLK fees are due for all cameras from previous periods (this is in addition to the Annual Subscription Fee).

Affiliate and Vigilant agree that the number of CLKs issued as of the Effective Date of this Agreement is 22 [Insert Quantity]. All future additions of CLKs shall only be those as provided for in the definitions provided above.

C. Advanced Service Fee Payments. Vigilant Solutions will accept advanced Service Fee payments on a case by case basis for Affiliates who wish to lock in the Service Fee rates for subsequent periods at the rates currently in effect, as listed in the table above. If Affiliate makes advanced Service Fee payments to Vigilant Solutions, advanced payments to Vigilant Solutions will be applied in full to each subsequent Service Period's Service Fees until the balance of the credits is reduced to a zero balance. System based advanced credits shall be applied to subsequent Service Fees in the amount that entitles Affiliate continued operation of the designated camera unit systems for the following Service Period until the credits are reduced to a zero balance.

D. Price Adjustment. Vigilant has the right to increase or decrease the annual Service Fee from one Service Period to another; *provided, however*, that in no event will a Service Fee be increased by more than the greater of (i) 4% of the prior Service Period's Service Fees, (ii) the published rate of inflation in the United States (CPI-U) for the prior year then ended, or (iii) prices identified in the original proposal. If Vigilant intends to adjust the Service Fee for a subsequent Service Period, it must give Affiliate notice of the proposed increase on or 60 days before the date that Vigilant invoices Affiliate for the upcoming Service Period.

XIV. Miscellaneous.

A. Limitation of Liability. IN NO EVENT SHALL VIGILANT SOLUTIONS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES INCLUDING DAMAGES FOR LOSS OF USE, DATA OR PROFIT, ARISING OUT OF OR CONNECTED WITH THE USE OF THE SOFTWARE PRODUCTS, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF VIGILANT SOLUTIONS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. IN NO EVENT WILL VIGILANT SOLUTIONS'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY AFFILIATE TO VIGILANT SOLUTIONS FOR THE SOFTWARE PRODUCTS LICENSED UNDER THIS AGREEMENT.

B. Confidentiality. Affiliate acknowledges that Software Products contain valuable and proprietary information of Vigilant Solutions and Affiliate will not disassemble, decompile or reverse engineer any Software Products to gain access to confidential information of Vigilant Solutions.

C. Assignment. Neither Vigilant Solutions nor Affiliate is permitted to assign this Agreement without the prior written consent of the other party. Any attempted assignment without written consent is void.

D. Amendment; Choice of Law. No amendment or modification of this Agreement shall be effective unless in writing and signed by authorized representatives of the parties. This Agreement shall be governed by the laws of the state of Florida without regard to its conflicts of law.



E. Complete Agreement. This Agreement constitutes the final and complete agreement between the parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreements, written or oral, with respect to such subject matter.

F. Relationship. The relationship created hereby is that of contractor and customer and of licensor and Affiliate. Nothing herein shall be construed to create a partnership, joint venture, or agency relationship between the parties hereto. Neither party shall have any authority to enter into agreements of any kind on behalf of the other and shall have no power or authority to bind or obligate the other in any manner to any third party. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Each party hereto represents that it is acting on its own behalf and is not acting as an agent for or on behalf of any third party.

G. No Rights in Third Parties. This agreement is entered into for the sole benefit of Vigilant Solutions and Affiliate and their permitted successors, executors, representatives, administrators and assigns. Nothing in this Agreement shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the general public or any member thereof, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries, property damage, or any other relief in law or equity in connection with this Agreement.

H. Construction. The headings used in this Agreement are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement. Any term referencing time, days or period for performance shall be deemed calendar days and not business days, unless otherwise expressly provided herein.

I. Severability. If any provision of this Agreement shall for any reason be held to be invalid, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, such provision shall be construed so as to make it enforceable to the greatest extent permitted, such provision shall remain in effect to the greatest extent permitted and the remaining provisions of this Agreement shall remain in full force and effect.

J. Federal Government. Any use, copy or disclosure of Software Products by the U.S. Government is subject to restrictions as set forth in this Agreement and as provided by DFARS 227.7202-1(a) and 227.7202-3(a) (1995), DFARS 252.227-7013(c)(1)(ii) (Oct 1988), FAR 12.212(a)(1995), FAR 52.227-19, or FAR 52.227 (ALT III), as applicable.

K. Right to Audit. Affiliate, upon thirty (30) days advanced written request to Vigilant Solutions, shall have the right to investigate, examine, and audit any and all necessary non-financial books, papers, documents, records and personnel that pertain to this Agreement and any other Sub Agreements.

L. Notices; Authorized Representatives; Technical Support Agents. All notices, requests, demands, or other communications required or permitted to be given hereunder must be in writing and must be addressed to the parties at their respective addresses set forth below and shall be deemed to have been duly given when (a) delivered in person; (b) sent by facsimile transmission indicating receipt at the facsimile number where sent; (c) one (1) business day after being deposited with a reputable overnight air courier service; or (d) three (3) business days after being deposited with the United States Postal Service, for delivery by certified or registered mail, postage pre-paid and return receipt requested. All notices and communications regarding default or termination of this Agreement shall be delivered by hand or sent by certified mail, postage pre-paid and return receipt requested. Either party may from time



to time change the notice address set forth below by delivering 30 days advance notice to the other party in accordance with this section setting forth the new address and the date on which it will become effective.

Vigilant Solutions, LLC	Affiliate: <u>City of Ocala</u>
Attn: Sales Administration	Attn: <u>Tiffany Kimball, Contracting Officer</u>
2021 Las Positas Court - Suite # 101	Address: <u>110 SE Watula Avenue, 3rd Floor</u>
Livermore, CA 94551	<u>Ocala, FL 34471</u>

M. Authorized Representatives; Technical Support Agents. Affiliate's Authorized Representatives and its Technical Support Agents are set forth below (Last Page). Affiliate's Authorized Representative is responsible for administering this Agreement and Affiliate's Technical Support Agents are responsible for administering the Software Products and acting as Affiliate's Software Products support contact. Either party may from time to time change its Authorized Representative, and Affiliate may from time to time change its Technical Support Agents, in each case, by delivering 30 days advance notice to the other party in accordance with the notice provisions of this Agreement.



CONTRACT# OPD/18-015B

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

Manufacturer: Vigilant Solutions, LLC

Authorized Agent: Bill Quinlan

Title: Vice President of Sales Operations

Date: 7-13-2018

Signature: [Signature]

Affiliate Organization: Ocala Police Department, by and through, City of Ocala

Authorized Agent: Matthew J. Wardell

Title: City Council President

Date: 7/24/18

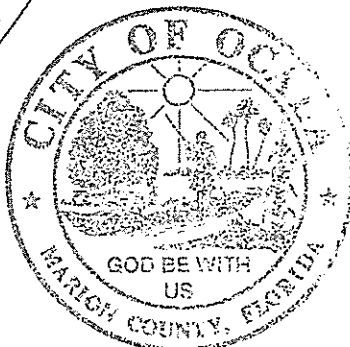
Signature: * [Signature]

Approved as to form and legality:

[Signature]
Patrick G. Gilligan, City Attorney
W. James Gooding III
Assistant City Attorney

ATTEST:
[Signature]
Angel B. Jacobs, City Clerk

Roseann J. Fusco
Deputy City Clerk



ACCEPTED BY CITY COUNCIL
June 5, 2018
DATE
OFFICE OF THE CITY CLERK

W. James (Reading III)

At Test:
Angel B. Jacobs, City Clerk

W. James (Reading III)
Assistant City Attorney

DEPUTY CITY CLERK
OFFICE OF THE CITY CLERK
AND ACCURATE COPY
FORGOING TO BE A TRUE
COPY THIS IS TO CERTIFY THAT



Enterprise Service Agreement

Contact Information Worksheet

Please complete the following contact information for your Vigilant Solutions Enterprise License program.

Enterprise License Agreement Holder			
Company / Agency Name:		City of Ocala, by and through, Ocala Police Department	
Company / Agency Type:		Government Law Enforcement	
Address:	402 S. Pine Avenue		
	Ocala, FL 34471		
Primary Contact			
Name:	Joshua Sasso		
Title:	Information Technology Director	Phone:	352-369-7033
Email:	jsasso@ocalapd.org		
Supervisor Information			
Name:	Joshua Sasso		
Title:	Information Technology Director	Phone:	352-369-7033
Email:	jsasso@ocalapd.org		
Financial Contact (Accounts Payable)			
Name:	Joshua Sasso		
Title:	Information Technology Director	Phone:	352-369-7033
Email:	jsasso@ocalapd.org		
Technical Support Contact # 1			
Name:	Jon Guthrie		
Title:	Network Systems Engineer	Phone:	352-369-7001
Email:	jguthrie@ocalapd.org		
Technical Support Contact # 2			
Name:	Warren Schlick		
Title:	PC Support Technician	Phone:	352-369-7161
Email:	wschlick@ocalapd.org		

For questions or concerns, please contact Vigilant Solutions' sales team:

sales@vigilantsolutions.com

1-925-398-2079



Exhibit A: Option # 2 ILP Tier Package Components

Part #	Item Description
VS-ILP-1M3RE	<p>ILP Mobile Bundle for Agencies of Up to 100 Sworn</p> <p>Includes:</p> <ul style="list-style-type: none">- Agency license for LEARN SaaS- Unlimited access to Commercial LPR data- One (1) 3-camera mobile LPR system- First year of Basic and Standard Service Packages- LEARN-Mobile Companion- Mobile Hit Hunter- Agency license for FaceSearch- Image gallery up to 5,000 images
VS-ILP-2M3RE	<p>ILP Mobile Bundle for Agencies of 101 to 200 Sworn</p> <p>Includes:</p> <ul style="list-style-type: none">- Agency license for LEARN SaaS- Unlimited access to Commercial LPR data- Two (2) 3-camera mobile LPR system- First year of Basic and Standard Service Packages- LEARN-Mobile Companion- Mobile Hit Hunter- Agency license for FaceSearch- Image gallery up to 20,000 images
VS-ILP-3M3RE	<p>ILP Mobile Bundle for Agencies of 201 to 500 Sworn</p> <p>Includes:</p> <ul style="list-style-type: none">- Agency license for LEARN SaaS- Unlimited access to Commercial LPR data- Three (3) 3-camera mobile LPR system- First year of Basic and Standard Service Packages- LEARN-Mobile Companion- Mobile Hit Hunter- Agency license for FaceSearch- Image gallery up to 50,000 images
VS-ILP-4M3RE	<p>ILP Mobile Bundle for Agencies of 501 to 1,000 Sworn</p> <p>Includes:</p> <ul style="list-style-type: none">- Agency license for LEARN SaaS- Unlimited access to Commercial LPR data- Four (4) 3-camera mobile LPR system- First year of Basic and Standard Service Packages- LEARN-Mobile Companion- Mobile Hit Hunter- Agency license for FaceSearch- Image gallery up to 75,000 images



VS-ILP-5M3RE	<p>ILP Mobile Bundle for Agencies of 1,001 to 1,500 Sworn</p> <p>Includes:</p> <ul style="list-style-type: none">- Agency license for LEARN SaaS- Unlimited access to Commercial LPR data- Five (5) 3-camera mobile LPR system- First year of Basic and Standard Service Packages- LEARN-Mobile Companion- Mobile Hit Hunter- Agency license for FaceSearch- Image gallery up to 100,000 images
VS-ILP-6M3RE	<p>ILP Mobile Bundle for Agencies of 1,501 to 2,000 Sworn</p> <p>Includes:</p> <ul style="list-style-type: none">- Agency license for LEARN SaaS- Unlimited access to Commercial LPR data- Five (5) 3-camera mobile LPR system- First year of Basic and Standard Service Packages- LEARN-Mobile Companion- Mobile Hit Hunter- Agency license for FaceSearch- Image gallery up to 200,000 images

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City of Miramar
SOLE SOURCE/PRODUCT STANDARDIZATION JUSTIFICATION FORM

Requisition No.:	Department: POLICE
Recommended Vendor(s), if any:	Date: 8/1/18
Vetted Security Solutions (Vigilant) 60404	Estimated Cost: \$ 17,995
Estimated Hours for Consulting Engagement:	Contact Person: XXXXXXXXXX
<input type="checkbox"/> Ongoing Purchase / Replacement	<input checked="" type="checkbox"/> New Purchase
If an Ongoing/Replacement Purchase what was the prior year expenditure \$ _____	
Does this purchase request represent an increase or a decrease in utilization or price? (Please explain in detail)	
No	

SECTION I

Completion of this form is required in advance of all Sole Source/Bid Waiver purchases (procurements) in excess of \$2,500 from Miramar resident vendors or \$1000 from all other vendors.

Check one of the following that best describes the proposed procurement:

- ☐ Only one source (supplier) exists for the required product/service ("sole source").
☐ Product Standardization
☐ Other reason deemed to be in the best interests of the City (Commission Approval Required)

1. In 'layman's terms', describe the purpose or function of the required product or service. (Minimum 3 sentences required.)

Vigilant Solutions is a vehicle license plate recognition device that captures a photographic image of a vehicle and its attached license plate. The license plate number is then immediately checked through a computer database. The database checks internal, local, and national hot list for wanted vehicles. The software has the ability to be filtered based on partial tag numbers, vehicle make and model and has geo fencing capabilities.

50,770

2. If the particular product or service was not available or could not be procured, how would the department proceed with its work? (Minimum 3 sentences required.)

The department is seeking a proactive approach to combat crime through technology in the use of an LPR system to help track and identify vehicles that are wanted or stolen as well as to use the technology as an investigative tool to provide historical data on vehicles that travel in a specific area. The police department does not have this tool. If the product was not obtained, then officers would have to manually check license plates and would not be able to obtain intelligence on vehicles travelling within a given area.

City of Miramar
SOLE SOURCE/PRODUCT STANDARDIZATION JUSTIFICATION FORM

Sole Source

- 3a. Explain why the **product/service** is the only product/service that can satisfy your requirements and explain why alternative are unacceptable. Be specific with regard to unique specification, unique features, characteristics, requirements capabilities and compatibility. Describe what steps have been undertaken to make this decision. (Minimum 4 sentences required.)

Vigilant Solutions owns and manages the single largest license plate recognition data sharing initiative, known as the National Vehicle Location Service (NVLS). NVLS consists of over 9 billion LPR scans and grows at a rate of 35-40 million monthly. This extensive LPR data set provides intangible value from an investigative perspective. Vigilant Solutions provides a portable self-contained transmitting system through its portable traffic trailer camera systems allowing for easy and discrete mobile set up.

- 3b. Explain why this **vendor** is the only practicable available source which to obtain this product or service and describe the efforts that were made to verify and confirm whether, or not, this is so. (Obtain and include a letter from the manufacturer confirming claims made by distributor of exclusive distributorships for the product or service, if, that is cited as a reason for this request.) (Minimum 4 sentences required.)

Vigilant Solutions has the largest amount of private sector LPR data and cameras in the field by public and private entities in South Florida which will assist in both the capturing of plates and images as well as the data obtained to assist with investigative measures. It offers a proprietary feature in its mobile LPR system known as the Mobile Hit Hunter (MHH). Similar to MAS, MHH enables the Agency to match recent NVLS data against the agency hotlists and distribute any resulting "hits" to MHH-equipped patrol vehicles that are within a two-mile area.

I spoke with representatives from other nearby Police Agencies who are utilizing this product (Pembroke Pines and Hollywood PD) who have indicated that this product has been extremely beneficial with apprehending individuals in stolen motor vehicles as well as assisting with investigations and incidents to locate subjects of interest. In addition, the use of the same LPR software program by local agencies is paramount in the data sharing and vehicle hit locator purpose.

Additional local agencies using this product are FBI, Pembroke Pines, Hollywood, Ft. Lauderdale, Plantation, Coral Springs, Margate, Miami Dade, Doral, Sunny Isles, Miami Beach, Miami PD, Coral Gables, Bay Harbor, Golden Beach, Indian Creek, Homestead, and Palm Beach County SO.

The City is purchasing the Vigilant equipment, cameras etc. through the utilization of the City of Ocala Contract # 09D/18-015A and the Investigative Data software platform with the Private Sector tag reads will be needed to operate and use the data by Detectives and other personnel on a daily basis for investigative purposes.

City of Miramar
SOLE SOURCE/PRODUCT STANDARDIZATION JUSTIFICATION FORM

Product Standardization

4. Explain why the product/service requested can best satisfy your requirements and explain why a waiver of competitive bidding is in the best interest of the City. Be specific with regard to unique specification, unique features, characteristics, requirements capabilities and compatibility. Describe what steps have been undertaken to make this decision. (Minimum 3 sentences required.)

Vigilant Solutions has a unique camera data access/software system turn-key automated license plate reader system and is an approved vendor with FDLE.

A product demonstration was conducted with a different vendor - Cintel Convergent Intelligence. It was discovered that this company does not have access to the amount of data files collected as Vigilant has from the private sector (two companies).

Sole Source and Product Standardization

5. Provide a description of the market survey conducted and the results, or a statement of the reasons a market survey was not conducted. (Minimum 4 sentences required.)

Other LPR vendors were reviewed by members of the Police Department's Command Staff during presentations by the vendors. The vendors either had limited camera capabilities such as fixed camera products that are required to be affixed to light poles, buildings, etc., that are owned by the city and or they had limited portable deploying capabilities. In addition, the vendors did not have distribution amongst private entities with the Private data platform who are capturing extremely large volumes of tag reads as Vigilant does.

6. Will this purchase obligate the City to a particular vendor/provider for future purchases? (Either in terms of maintenance that only this vendor will be able to perform and/or if we purchase this item. Will the City need more "like" items or services in the future to match this one?)

Yes, there is an annual software maintenance and the City would want to continue with the vendor to keep the equipment functional by renewing the annual software agreement. In addition, the Police Department would seek to expand the LPR program with the purchase of additional LPR camera devices upon the availability of funding.

7. Explain why the price for this product or service is considered to be fair and reasonable.

The price for this product is comparable to the price purchased by other local cities.

City of Miramar
SOLE SOURCE/PRODUCT STANDARDIZATION JUSTIFICATION FORM

8. Describe the negotiations efforts, if any that have been made with the vendor/provider to obtain the best possible price.

No negotiations have been made. The price quote is comparable to other local agencies who have purchased the same product.

9. Describe the actions the department will take, if feasible, to overcome the present barriers to competition prior to any future procurement of this product or service.

PLEASE ALSO ATTACH ADDITIONAL SHEETS OR INFORMATION AS NEEDED

Name of the person who prepared this request and justification:

Name: James Dunkelberger

Position: Major

Department: Police

Date: 8/1/2018

I hereby certify that the above request and Justification is accurate and complete to the best of my knowledge and belief.



Department Director Signature

08-07-18

Date

For Procurement Department Use Only

This approval is effective for 365 days

A good faith review of available sources has been conducted by:

☐ User Department ☐ Procurement Department ☐ Standards Committee

I concur that this contract is not suitable for competitive bids or proposals



Chief Procurement Officer

8-28-18

Date





*Protecting Officers,
Families and Communities*

Det. Zeller

I am very happy that you are considering Vetted Solutions / Vigilant Solutions as your LPR provider, and I am pleased to present you with the following elements which should support a *sole source* justification for your LPR project utilizing Vigilant Solutions LEARN backend.

- Vigilant Solutions owns and manages the single largest license plate recognition (LPR) data sharing initiative, known as the National Vehicle Location Service (NVLS). NVLS consists of over 9.0 billion LPR scans, and is growing at a rate of 35-40 million monthly. This extensive LPR data set provides intangible value from an investigative perspective.
- Vigilant Solutions offers a centralized hosted LPR offering eliminating any requirements of server hardware, database expertise, and software maintenance from the Agency. This hosted offering is made available by Vigilant in a secure data center with full backup and redundancy. This service from Vigilant comes at no additional cost to the Agency, and provides data storage, database optimization, and software updates.
- Vigilant Solutions offers a proprietary feature known as the Mapping Alert Service (MAS). MAS enables the Agency to leverage the data sharing initiative of NVLS to match ALL available LPR data against Agency hotlists and provide "hits" on a map interface with agency-customizable icons. This can be used both to locate vehicles of interest, and also to visualize criminal "hot-spots" for predictive policing efforts.
- Vigilant Solutions offers a proprietary feature in its mobile LPR system known as the Mobile Hit Hunter (MHH). Similar to MAS, MHH enables the Agency to match recent NVLS data against the Agency hotlists and distribute any resulting "hits" to MHH-equipped patrol vehicles that are within a two-mile radius of the suspect vehicle. This service greatly enhances the efficiency of officers on patrol.
- Vigilant Solutions offers a proprietary smartphone application known as the Mobile Companion. Available for both iPhone and Android devices, the Mobile Companion allows for an agency user to capture license plate images for checking against agency hotlists, contribute plate reads to NVLS, and

Vetted Security Solutions

Tel 901-545-9825
Fax

621 Monte Cristo Blvd
Saint Petersburg, FL 33715
www.vettedsolution.com
rbarnett@vettedsolution.com



also perform queries against collected data. This is ideal for special events, bike rallies, and officers on foot patrol.

- Vigilant Solutions is the only vendor to provide the ability to administer software updates to field installed mobile LPR systems directly from the back-office. Software updates from Vigilant are made available to Agency Managers in LEARN, and can then be pushed out to vehicles in the field via standard LEARN server-to-vehicle communications. This feature saves time for the Agency in administering field software updates.
- Vigilant Solutions is the only vendor to offer a Site License Agreement (SLA) program entitling the Agency to ongoing and unlimited technical support as well as software enhancements.
- Vigilant Solutions is the only vendor to offer a wiring harness meeting the Society for Automotive Engineers, SAE J-1128 'Standard for In-Car Wiring Harnesses'. The wiring harness consists of fire rated/retarded materials, including a 'shut-off' switch, Power Conditioner (to protect electronics against varying vehicle voltages), and inline fuse panel.
- Vigilant Solutions is the only LPR vendor that offers mobile LPR system using a Digital Signal Processor (DSP). This is important to the Agency because a DSP unit is a solid-state device that contains no moving parts including the processor, motherboard, or memory. The DSP is designed for ruggedized mobile conditions and is resistant to failure due to shock and other adverse conditions commonly seen in a patrol vehicle.
- Vigilant Solutions offers a proprietary feature known as Stakeout allowing for multiple points of interest to be defined on a map, with corresponding geo-zones and times/dates, for the location of "common plates" that are seen in more than one of the locations of interest. This feature allows for investigations into pattern crimes (robberies, burglaries, sex offenses, etc) for generating leads into the identification of serial offenders and the identification of associated members of organized criminal enterprises.

Vetted Solutions is the only certified Wanco / Vigilant partner operating in the state of Florida.

The above qualifications demonstrate why Vetted Solutions / Vigilant Solutions is uniquely qualified to meet the needs of Miramar Police Department. We look forward to serving you.

Best Regards,

Ryan Barnett
Owner / Principal
Vetted Security Solutions
Authorized Vigilant Solutions Gold Partner
Certified Wanco Distributor / Repair Center

Fund 160 as of 9/27/2018

Project	Budget as of 06.30.2018	Receipts not yet appropriated	Expenditures to Date	Committed/ Encumbered Funds	Available Balance
92220 - Equitable Sharing - Justice	794,327.30	390.17	-	36,000.00	758,717.47
92221 - Equitable Sharing - Treasury	192,415.75	-	-	-	192,415.75
93200 - Equitable Sharing - State	946,724.01	62,592.95	114,281.07	-	895,035.89
Total	\$ 1,933,467.06	\$ 62,983.12	\$ 114,281.07	\$ 36,000.00	\$ 1,846,169.11

Notes: *Budget amendments are processed on a quarterly basis for the appropriation of funds received during the quarter.*
Project 92220: \$36,0000 comitted for the purchase of the LE Memorial

Prepared by: Natalie Simon 

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CITY OF MIRAMAR
FLEXIBLE PERIOD REPORT

PAGE 1
glflxrpt

FROM 2018 01 TO 2018 13

ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED			AVAILABLE	PCT
160 Law Enforcement Trust Fund	APPROP	ADJSTMTS	BUDGET	ACTUALS	ENCUMBRANCES	BUDGET	USED
92220 EQUITABLE SHARING-JUSTICE							
160-00-000-000-000-355100-92220 Federal Forfeiture-Justice	0	-279,958.75	-279,958.75	-280,348.92	.00	390.17	100.1%
160-00-000-000-000-361100-92220 Int Earnings	-6,200	.00	-6,200.00	.00	.00	-6,200.00	.0%
160-00-000-000-000-399999-92220 Appropriation Of Fund Balance	0	-508,168.55	-508,168.55	.00	.00	-508,168.55	.0%
160-20-000-521-000-606700-92220 Law Enforce. Memorial/Display	0	36,000.00	36,000.00	.00	36,000.00	.00	100.0%
160-20-000-521-000-609990-92220 Appropriated Fund Balance	6,200	752,127.30	758,327.30	.00	.00	758,327.30	.0%
TOTAL EQUITABLE SHARING-JUSTIC	0	.00	.00	-280,348.92	36,000.00	244,348.92	.0%
TOTAL Law Enforcement Trust Fu	0	.00	.00	-280,348.92	36,000.00	244,348.92	.0%
TOTAL REVENUES	-6,200	-788,127.30	-794,327.30	-280,348.92	.00	-513,978.38	
TOTAL EXPENSES	6,200	788,127.30	794,327.30	.00	36,000.00	758,327.30	

Gl Balance 758,327.300 +
Pending 390.170 +
\$ 758,717.470 *

09/27/2018
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CITY OF MIRAMAR
FLEXIBLE PERIOD REPORT

PAGE 1
glflxrpt

FROM 2018 01 TO 2018 13

ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED			AVAILABLE	PCT
160 Law Enforcement Trust Fund	APPROP	ADJSTMTS	BUDGET	ACTUALS	ENCUMBRANCES	BUDGET	USED
92221 EQUITABLE SHARING-TREASURY							
160-00-000-000-000-361100-92221 Int Earnings	-2,400	.00	-2,400.00	.00	.00	-2,400.00	.0%
160-00-000-000-000-399999-92221 Appropriation Of Fund Balance	0	-190,015.75	-190,015.75	.00	.00	-190,015.75	.0%
160-20-000-521-000-609990-92221 Appropriated Fund Balance	2,400	190,015.75	192,415.75	.00	.00	192,415.75	.0%
TOTAL EQUITABLE SHARING-TREASU	0	.00	.00	.00	.00	.00	.0%
TOTAL Law Enforcement Trust Fu	0	.00	.00	.00	.00	.00	.0%
TOTAL REVENUES	-2,400	-190,015.75	-192,415.75	.00	.00	-192,415.75	
TOTAL EXPENSES	2,400	190,015.75	192,415.75	.00	.00	192,415.75	

09/27/2018
10:39:40

CITY OF MIRAMAR
FLEXIBLE PERIOD REPORT

PAGE 1
glflxrpt

FROM 2018 01 TO 2018 13

ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED			AVAILABLE	PCT
160	APPROP	ADJSTMTS	BUDGET	ACTUALS	ENCUMBRANCES	BUDGET	USED
93200 NON-FEDERAL FORFEITURES							
160-00-000-000-000-356100-93200 State Forfeiture	0	-67,948.36	-67,948.36	-130,541.31	.00	62,592.95	192.1%
160-00-000-000-000-361100-93200 Int Earnings	-5,100	.00	-5,100.00	-19,892.11	.00	14,792.11	390.0%
160-00-000-000-000-399999-93200 Appropriation Of Fund Balance	0	-873,675.65	-873,675.65	.00	.00	-873,675.65	.0%
160-20-000-521-000-603502-93200 Confidential Informant	0	6,000.00	6,000.00	6,000.00	.00	.00	100.0%
160-20-000-521-000-604001-93200 Travel & Training	0	65,382.67	65,382.67	42,394.03	.00	22,988.64	64.8%
160-20-000-521-000-604905-93200 Bank Svc Charges	300	.00	300.00	587.04	.00	-287.04	195.7%
160-20-000-521-000-608304-93200 Crime Prev Program	0	78,220.00	78,220.00	65,300.00	.00	12,920.00	83.5%
160-20-000-521-000-609990-93200 Appropriated Fund Balance	4,800	792,021.34	796,821.34	.00	.00	796,821.34	.0%
TOTAL NON-FEDERAL FORFEITURES	0	.00	.00	-36,152.35	.00	36,152.35	.0%
TOTAL Law Enforcement Trust Fu	0	.00	.00	-36,152.35	.00	36,152.35	.0%
TOTAL REVENUES	-5,100	-941,624.01	-946,724.01	-150,433.42	.00	-796,290.59	
TOTAL EXPENSES	5,100	941,624.01	946,724.01	114,281.07	.00	832,442.94	

gl balance 832,442.940 +
 Pending 62,592.950 +
 \$ 895,035.890 *