RESOLUTION NO.: 2014-170

RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, APPROVING THE EXPENDITURE TOTALING AN AMOUNT NOT TO EXCEED $5,534.00 FROM THE LAW ENFORCEMENT TRUST FUND - *STATE*, TO PURCHASE WHEEL LOAD SCALES FROM SMITH SCALE INC., THE LOWEST QUOTED VENDOR, UPON SUCH COSTS HAVING BEEN APPROVED BY THE CHIEF OF POLICE.

WHEREAS, the Hialeah Police Department Traffic Homicide Unit's mission is to respond to traffic related crashes wherein death or serious-bodily injury occurred; and

WHEREAS, Hialeah Police Department's Traffic Homicide Unit and Crime Scene Unit respond to many scenes in which the investigations call for complex accident reconstruction; and

WHEREAS, measurements from wheel load scales will provide the exact weight of the vehicles at the time they are involved in the traffic crash; and

WHEREAS, wheel load scales, and the information they provide, are critical and necessary tools needed by the Traffic Homicide Unit to conduct their investigations and accident reconstruction; and

WHEREAS, the funds to cover these necessary and legitimate expenses are available in the Law Enforcement Trust Fund -State; and

WHEREAS, the Chief of Police has recommended adoption of this resolution and determined that the proposed expenditure complies with the Florida Contraband Forfeiture Act, Section 932.7055, *Florida Statutes*.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:

Section 1. The Mayor and the City Council of the City of Hialeah, Florida, approve the expenditure of an amount not to exceed $5,534.00 from the Law Enforcement Trust Fund – *State*, to purchase wheel load scales from Smith Scale, Inc., the lowest quoted vendor, upon such costs having been approved by the Chief of Police.

PASSED AND ADOPTED this 9 day of December, 2014.

Isis Garcia-Martinez
Council President

Attest:

for- Marbelys Fatjo, Acting City Clerk

Approved on the 15 day of December, 2014.

Mayor Carlos Hernandez

Approved as to legal sufficiency and form:

Lorena Bravo, Acting City Attorney

Resolution was adopted by a (7-0) unanimous vote with Councilmembers, Caragol, Casáls-Muñoz, Cue-Fuente, Garcia-Martinez, Gonzalez, Hernandez and Lozano voting "Yes".

RESOLUTION NO. 2014-156

RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA AUTHORIZING THE MAYOR AND THE CITY CLERK, AS ATTESTING WITNESS, ON BEHALF OF THE CITY, TO ENTER INTO A SOFTWARE LICENSING AGREEMENT WITH IMAGETREND, INC. TO PROVIDE BILLING, CAD, AND TELESTAFF DATA HOSTING, SUPPORT AND OTHER APPLICABLE SERVICES, FOR A TERM OF THREE YEARS WITH AN OPTION TO RENEW FOR TWO SUCCEEDING TERMS OF ONE YEAR EACH, IN SUBSTANTIAL CONFORMITY WITH THE AGREEMENT ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "1".

WHEREAS, ImageTrend, Inc.'s hosting facilities are equipped with state-of-the-art technology, guaranteeing the Software's reliability, availability, performance and data security;

WHEREAS, ImageTrend, Inc. will provide the City with ongoing support including system configuration and installation, training, general maintenance, online support system, and technical support as detailed in the Software Licensing Agreement; and

WHEREAS, it is in the best interest of the welfare of the community to enter into this Software Licensing Agreement with ImageTrend, Inc. to improve the City of Hialeah Fire Department's emergency medical database system ensuring outstanding patient care and data security.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:

Section 1: The City of Hialeah, Florida hereby authorizes the Mayor and the City Clerk, as attesting witness, on behalf of the City, to enter into an Software Licensing Agreement with ImageTrend, Inc. to provide Billing, CAD, and Telestaff data hosting, support and other applicable services, for a term of three years with an option to renew for two succeeding terms of

one year each, in substantial conformity with the agreement attached hereto and made a part hereof as Exhibit "1".

PASSED AND ADOPTED this 9 day of December, 2014.

Isis Garcia-Martinez
Council President

Attest:

Marbelys Fatjo, City Clerk

Approved on this 15 day of December, 2014.

Mayor Carlos Hernandez

for

Approved as to form and legal sufficiency:

Lorena E. Bravo, Acting City Attorney

Resolution was adopted by a (7-0) unanimous vote with Councilmembers, Caragol, Casáls-Muñoz, Cue-Fuente, Garcia-Martinez, Gonzalez, Hernandez and Lozano voting "Yes".

SOFTWARE LICENSING AGREEMENT

CONTRACT NO.: 2172-B

BETWEEN

CITY OF HIALEAH FIRE DEPARTMENT
83 EAST 5TH STREET
HIALEAH, FL 33010

AND

IMAGETREND, INC.
20855 KENSINGTON BLVD.
LAKEVILLE, MN 55044

IMAGETREND INC.

THIS AGREEMENT is made and entered into on the date last written below, by and between the ImageTrend, Inc., a Minnesota corporation (hereinafter "IMAGETREND"), and City of Hialeah Fire Department (hereinafter "CLIENT").

RECITALS

WHEREAS, IMAGETREND owns the software system known SOFTWARE; and

WHEREAS, CLIENT desires to obtain the license of the Software mentioned above; and

WHEREAS, IMAGETREND is willing to provide CLIENT with a non-exclusive license of the Software on the terms and conditions contained herein;

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

SECTION 1. DEFINITIONS.

"Authorized personnel" means the employees of CLIENT and other contractors who work for CLIENT within the geographical boundaries of CLIENT.

"Confidential information" means the proprietary products and trade secrets of IMAGETREND and/or its suppliers, including, but not limited to, computer software, code, technical parameters, price lists, customer lists, designs, software documentations, manuals, models and account tables, and any and all information maintained or developed by CLIENT pursuant to this AGREEMENT which is deemed confidential under existing state and/or federal law.

"Custom Development" means that CLIENT contracts IMAGETREND through a signed and accepted Statement of Work to customize the software. Each CLIENT shall have the non-exclusive license to utilize such software. Such software may then become a part of the core product and be distributed. If the finished Custom Development project results in increased hosting usage or support usage, then hosting fees and support fees may be increased accordingly. IMAGETREND maintains ownership of all Custom Development.

"License" means an unlimited use of the software, without rights for resale, for the duration of the contract, defined as Software as a Service (SaaS).

"Licensed Information" means any information pertaining to the Software which is owned by IMAGETREND and is licensed to CLIENT. Licensed Information includes such information as input form, user manuals and user documentation, interface format and input/output format, and any other materials pertaining to the Software.

"Reference" means referral in the promotion of IMAGETREND'S software to other potential CLIENTS.

"Software" means the computer program(s) in machine readable object code form listed in Exhibit "A", including the executable processing programs comprising the various modules from the Software and the Licensed Information.

"Statement of Work" means the technical document which outlines mutually agreed upon system specification for Custom Development and associated costs, payment terms and acceptance procedures. This document requires client acceptance and signature prior to beginning work.

"Support" means interactive telephone and e-mail support, computer based online training, product upgrades and enhancements, along with defect corrections, delivered from IMAGETREND's offices.

"Upgraded Version" means the Licensed Software and/or Licensed Information to which updates, enhancements, corrections, installations of patches or other changes have been made. The exterior form of the Updated Version is reflected by changes to the version numbers.

SECTION 2. TERM OF AGREEMENT.

The term of this AGREEMENT shall be for (3) three years from the effective date of the last party to sign, subject to Section 13 of this AGREEMENT. Subsequent to the three (3) year initial term; this AGREEMENT may be renewed for two (2) succeeding terms of one (1) year each. Renewal of this AGREEMENT shall take place within 30 days of the expiration of the then present term. If either CLIENT or IMAGETREND do not agree to a subsequent term, the party shall provide the other party with a ninety (90) days' notice of such decision not to renew.

SECTION 3. GRANT OF LICENSE.

A. NON-EXCLUSIVE USE LICENSE.

In accordance with the terms and conditions hereof, IMAGETREND agrees to grant to CLIENT and CLIENT agrees to accept a non-transferable and non-exclusive perpetual use license of the Software. During the term of the agreement, the CLIENT shall have access to the Software, which will be installed on servers at the IMAGETREND hosting facility and subject to the Service Level Agreement attached as Exhibit B. CLIENT expressly acknowledges that all copies of the Software and/or Licensed Information in any form provided by IMAGETREND to CLIENT hereunder are the sole property of IMAGETREND and/or its suppliers, and that CLIENT shall not have any right, title, or interest to any such Software and/or Licensed Information or copies thereof except as provided in this AGREEMENT.

B. PROTECTION OF SOFTWARE AND LICENSED INFORMATION.

CLIENT agrees to respect and not to remove, obliterate, or cancel from view any copyright, trademark, confidentiality or other proprietary notice, mark, or legend appearing on any of the Software or Licensed Information, and to reproduce and include the same on each authorized copy of the Software and Licensed Information.

CLIENT shall not copy or duplicate the Software or any part thereof except for the purposes of system backup, testing, maintenance, or recovery. CLIENT may duplicate the Licensed Information only for internal training, provided that all the names, trademark rights, product names, copyright statement, and other proprietary right statements of IMAGETREND are reserved. IMAGETREND reserves all rights which are not expressly granted to CLIENT in this AGREEMENT.

CLIENT shall not modify, reverse engineer, disassemble, or decompile the Software, or any portion thereof, and shall not use the software or portion thereof for purposes other than as intended and provided for in this Agreement.

C. DATA OWNERSHIP AND DATA PROTECTION.
All CLIENT data collected with IMAGETREND Software remains at all times the property of the CLIENT. IMAGETREND will not to use or make available any personally identifiable information other than for administering the CLIENT's account and collecting usage statistics in order to improve our products and services specifications. During the term of this AGREEMENT and after termination or expiration of this AGREEMENT, IMAGETREND will not in any way transfer to any third party or use in direct or indirect competition with the other party any information or data posted by CLIENT's and others on IMAGETREND's website and acknowledges that all such information is confidential.

D. CLIENT DATA.
Within ninety (90) days after the expiration of this AGREEMENT, the termination of this AGREEMENT, or IMAGETREND is no longer in business, IMAGETREND will deliver to the CLIENT its data, in machine readable format, on appropriate media, at the CLIENT's option. If the CLIENT wants the data to be delivered in a medium other than tape or CD, IMAGETREND shall do its best to accommodate the CLIENT, provided the CLIENT shall provide the medium on which the data is to be provided and shall pay for any additional cost incurred by IMAGETREND in accommodating this request.

SECTION 4. SOFTWARE ABSTRACT.

A. The ImageTrend Service Bridge/State Bridge/Rescue Bridge/ImageTrend Elite contains and stores the data elements of an emergency medical database, including data schema and values that may originate from traditional computer aided dispatch (CAD) sources and data values that may be used in billing from pre-hospital patient care. The emergency medical database may contain certain vehicle transport information but does not contain data elements and/or values specific to the vehicle path tracking such as automatic vehicle location (AVL) or third party AVL integrations. The emergency medical database does support integrations to third party CAD and billing solutions. The emergency medical database does not support any AVL, CAD or billing functions executed directly from the database.

B. The ImageTrend Service Bridge/State Bridge/Rescue Bridge/ImageTrend Elite contains and stores the data elements of an emergency medical database as defined, described and mandated by the National EMS Information System (NEMSIS). The dataset was adopted by ImageTrend for State and local regulatory authorities as required by NEMSIS. The NEMSIS data schema and elements are the sole work of the NEMSIS organization in conjunction with the National Highway Traffic Safety Administration (NHTSA). The NEMSIS dataset contains data elements and data structures originating and potentially owned by a number of nonprofit third party organizations and government agencies such as the World Health Organization (ICD 9 and ICD 10), International Health Terminology Standards Development Organization (SNOMED), U.S Department of the Interior and U.S. Geological Survey (GNIS), National Institute of Standards and Technology (FIPS), Health Level Seven International (HL7), Joint APCO/NENA Data Standardization Working Group (AACN). The NEMSIS dataset offers customer driven extensibility that allows the end user to extend and define the dataset at their own discretion.

SECTION 5. SERVICES PROVIDED BY IMAGETREND.

A. SUPPLY OF SOFTWARE AND LICENSED INFORMATION.
IMAGETREND shall provide CLIENT software and services as detailed in Exhibit A.

B. MODIFICATIONS, IMPROVEMENTS AND ENHANCEMENTS.
During the terms of this Agreement, IMAGETREND will provide CLIENT with error corrections, bug fixes, patches or other updates to the Software in object code form, to the extent available in accordance with IMAGETREND's release schedule. If CLIENT desires to add new functions or make enhancements to the Software, CLIENT must, for additional consideration, negotiate with IMAGETREND to develop new functions or improvements to the existing Software. All such error corrections, bug fixes, patches, updates, or other improvements or modifications shall be the sole property of IMAGETREND.

C. IMPLEMENTATION SERVICES
1. IMAGETREND shall provide CLIENT with initial services such as the system configuration and installation into the ImageTrend hosting infrastructure.
2. "Train-the-trainer" training for administrators as detailed in Exhibit A. Additionally, online training videos and user guides in electronic format will be made available.

SECTION 6. MAINTAINENCE and SUPPORT.

A. Application use support as detailed in Service Level Agreement Exhibit B.

B. Server hosting environment is monitored and supported 24/7. Emergency support information is available on the ImageTrend Support site for emergency purposes. Non-emergency related contact may be charged to the CLIENT for after hour support requests.

A. Maintenance of IMAGETREND software, which includes scheduled updates and new releases, as well as defect correction as needed, is included. Specific out-of-scope system enhancement requests will be reviewed with the CLIENT and subject to approval if additional charges are necessary.

SECTION 7. FEES.

A. Except as otherwise provided in this AGREEMENT, IMAGETREND shall offer the Products and the Services at the prices set forth on Exhibit A.
(i) Adjustments to Prices. IMAGETREND will perform price adjustment(s), in whole or in part.
(ii) IMAGETREND will perform price increases of the recurring fees. The first price increase will occur with the fees due for Year 4. These price increases will occur once every year and may not exceed 3% of the price then currently in effect.

B. The fees for this contract are as detailed in the attached Exhibit A.

C. At any time during this agreement, the CLIENT may contract with IMAGETREND for additional software and services not covered in this agreement with fees to be negotiated on an item-by-item basis. The CLIENT may contract Custom Development by IMAGETREND for additional fees as outlined and agreed to in a signed and accepted Statement of Work.

SECTION 8. PROTECTION AND CONFIDENTIALITY.

A. ACKNOWLEDGEMENT.
CLIENT hereby acknowledges that the Software and Licensed Information provided hereunder constitute and contain valuable proprietary products and trade secrets of IMAGETREND and/or its suppliers, embodying substantial creative efforts and confidential information, ideas and expressions. Accordingly, CLIENT agrees to treat (and take precautions to ensure that its

authorized personnel treat) the Software and Licensed Information as confidential in accordance with the confidentiality requirements and conditions set forth below.

B. MAINTENANCE OF CONFIDENTIAL INFORMATION.
Each party agrees to keep confidential all confidential information disclosed to it by the other party in accordance herewith, and to protect the confidentiality thereof in the same manner it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of confidential information); provided, however, that the provisions of this Section 8 shall not apply to information which: (i) is in the public domain; (ii) has been acquired by CLIENT by normal means upon the disclosure of the information by IMAGETREND; (iii) is duly obtained by CLIENT directly or indirectly from a third party who has independently developed the information and is entitled to disclose the information to CLIENT, and such disclosure does not directly or indirectly violate the confidentiality obligation of such third party; (iv) becomes known publicly, without fault on the part of CLIENT, subsequent to the receipt of the information by CLIENT; or (v) is required to be disclosed by law, including but not limited to public records laws.

C. SURVIVAL.
This Section 8 shall survive the termination of this AGREEMENT or of any license granted under this AGREEMENT.

SECTION 9. WARRANTIES.

A. PERFORMANCE.
IMAGETREND warrants that the Software will conform to the specifications as set forth in the Licensed Information. However, this warranty shall be revoked in the event that any person other than IMAGETREND and its agents make any unauthorized amendment or change to the Software in any manner.

B. OWNERSHIP.
IMAGETREND represents that it is the owner of the entire right, title, and interests in and to the Software, and that it has the sole right to grant licenses thereunder, and that it has not knowingly granted licenses thereunder to any other entity that would restrict rights granted hereunder to CLIENT.

C. LIMITATIONS ON WARRANTY.
All of IMAGETREND's obligations under this Section 9 shall be contingent on CLIENT's use of the Software in accordance with this AGREEMENT and in accordance with IMAGETREND's instructions as provided by IMAGETREND in the Licensed Information, and as such instructions may be amended, supplemented, or modified by IMAGETREND from time to time.
IMAGETREND shall have no warranty obligations with respect to any failures of the Software which are the result of accident, abuse, misapplication, extreme power surge or extreme electromagnetic field.

The express warranties provided herein are the only warranties made by IMAGETREND with respect to the Software and supersede all other express or implied warranties, including, but not limited to, any warranties of merchantability and warranties for any special purpose.

SECTION 10. LIMITATION OF LIABILITY.

Unless otherwise provided in this Section 10, CLIENT's exclusive remedy for any damages or losses arising out of IMAGETREND's breach of warranties shall be, at CLIENTS option, either (i) immediate release from the agreement; or (ii) repair of the Software.

SECTION 11. INDEMNIFICATION.

A. INDEMNITY

IMAGETREND (which includes its agents, employees and subcontractors, if any) agrees to indemnify CLIENT, as well as any agents (including elected or appointed officials, officers, directors, employees, etc.) thereof from all damages, judgments, loss and expenses, including reasonable attorney's fees arising out of:

(i) any personal injuries, property damage, or death that CLIENT may sustain while using IMAGETREND's, as well as any agents thereof, controlled property or equipment in the performance of this AGREEMENT; or

(ii) any claim or action brought against CLIENT, as well as any agents thereof arising out of the negligence or recklessness of IMAGETREND in the performance of this Agreement,

but not including consequential or diminution of value damages.

Except for the foregoing claims, CLIENT, as well as any agents thereof agrees to indemnify, defend, and hold harmless IMAGETREND from all claims, lawsuits, damages, judgments, loss, liability, or expenses, including attorneys' fees, arising out of any claim or action brought against IMAGETREND arising out of the negligence of CLIENT, as well as any agents thereof in the performance of this Agreement.

B. ENTIRE LIABILITY

SECTION 11 (A) ABOVE STATES THE PARTIES ENTIRE LIABILITY THE PARTIES SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIMS OF INDEMNIFICATION. SECTION 9 OF THIS AGREEMENT STATES THE FULL EXTENT OF IMAGETREND'S WARRANTY AND SECTION 11(A) PROVIDES NO ADDITIONAL WARRANTY OF ANY KIND. ANY OTHER WARRANTY, EXPRESS OR IMPLIED OUTSIDE OF THIS AGREEMENT, INCLUDING THOSE ARISING OUT OF THE UNIFORM COMMERCIAL CODE, ARE WAIVED.

SECTION 12. INSURANCE REQUIREMENTS.

IMAGETREND shall maintain in full force and effect all insurance coverages customary for companies in it its industry of comparable size, including

1.	WORKERS' COMPENSATION AND EMPLOYEE'S LIABILITY	STATUTORY LIMITS OF THE STATE OF FLORIDA
2.	COMMERCIAL GENERAL LIABILITY PREMISES OPERATIONS INCLUDED; PRODUCTS AND COMPLETED OPERATIONS INCLUDED;	$1,000,000 SINGLE LIMIT FOR BODILY INJURY AND PROPERTY DAMAGE COMBINED EACH OCCURRENCE
3.	AUTOMOBILE LIABILITY OWNED NON-OWNED/HIRED AUTOMOBILES INCLUDED	$1,000,000 SINGLE LIMIT FOR BODILY INJURY & PROPERTY DAMAGE COMBINED EACH OCCURRENCE

4.	UMBRELLA LIABILITY	$3,000,000 EXCESS OF ALL PRIMARY COVERAGE
5.	CYBER LIABILITY & Errors and Omission	$2,000,000
6.	3rd Party Crime/Fidelity	$500,00 EACH CLAIM

7. THE CITY MUST BE NAMED BY ENDORSEMENT AS ADDITIONAL INSURED ON THE INSURANCE POLICY AND THE FOLLOWING MUST ALSO BE STATED ON THE CERTIFICATE. "THESE COVERAGES ARE PRIMARY AND NON-CONTRIBUTORY TO ALL OTHER COVERAGES THE CITY POSSESSES FOR THIS CONTRACT ONLY."

8. BEST'S GUIDE RATING — A-X OR BETTER OR ITS EQUIVALENT

The limits of such insurance shall be not less than those established by the City's Risk Management Department for the type and size of the work covered under this Contract. Prior to commencement of work under this Contract, the Company will be required to provide the City with current certificates of insurance specified above.

SECTION 13. TERMINATION.

A. TERMINATION WITHOUT CAUSE.
Following the expiration of the original term (3 years) of this AGREEMENT, either party shall have the right to terminate this AGREEMENT, without cause, by giving not less than ninety (90) written notice of termination.

B. CUSTOM DEVELOPMENT TERMINATION
Either party shall have the right to terminate any Custom Development portion(s) of this AGREEMENT, without cause, by giving not less than thirty (30) days written notice of termination.

C. TERMINATION FOR CAUSE.
This AGREEMENT may be terminated by the non-defaulting party by giving not less than thirty (30) days written notice of termination if any of the following events of default occur: (i) if a party materially fails to perform or comply with this AGREEMENT or any provision hereof; (ii) if either party fails to strictly comply with the provisions of Section 8, above, or makes an assignment in violation of Section 15, below; (iii) if a party becomes insolvent or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors subject to appropriations; (iv) if a petition under any foreign, state, or United States bankruptcy act, receivership statute, or the like, as they now exist, or as they may be amended from time to time, is filed by a party; or (v) if such a petition is filed by any third party, or an application for a receiver is made by anyone and such petition or application is not resolved favorably within ninety (90) days.

D. TRANSITION PLAN.
1. ImageTrend, Inc. shall, within thirty (30) days from the date of termination or expiration of this Agreement, return any and all of CLIENT's electronic patient health care data, together with any other information and/or data held and stored by ImageTrend, Inc. on behalf of CLIENT. Once CLIENT data is verified to be in use in a successor system, the CLIENT data will be deleted from ImageTrend systems.

2. CLIENT shall pay to ImageTrend, Inc., within sixty (60) days after termination or expiration of this Agreement, the amount of any outstanding invoices, together with any interest where applicable, incurred prior to termination for the fair value of work and/or services completed.
3. CLIENT shall promptly return the Software Documentation and the Technology Documentation and any copies to ImageTrend, Inc., at CLIENT'S expense, such that no copies, derivations, or descriptions of any part of the Software Documentation or Technology Documentation, in any form whatsoever, remain in the possession or control of CLIENT.
4. All licenses of the Software and third party software provided by ImageTrend, Inc. pursuant to this Agreement shall immediately terminate and access to the Software shall immediately terminate;
5. ImageTrend shall make commercially reasonable efforts to assist in integrating CLIENT data into a successor system.

SECTION 14. COOPERATIVE USE

Public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the CLIENT are eligible to participate in any subsequent Agreement. The parties agree that these lists are subject to change. Any such usage by other municipalities and government agencies must be in accord with the ordinance, charter, rules and regulations of the respective political entity and with applicable State and Federal laws.

Any orders placed to, or services required from IMAGETREND will be requested by each participating agency. Payment for purchases made under this Agreement will be the sole responsibility of each participating agency. The CLIENT shall not be responsible for any disputes arising out of transactions made by others. IMAGETREND shall be responsible for correctly administering this Agreement in accordance with all terms, conditions, requirements, and approved pricing to any eligible procurement unit.

SECTION 15. NONASSIGNABILITY.

CLIENT shall not assign this AGREEMENT or its rights hereunder without the prior written consent of IMAGETREND.

SECTION 16. GOVERNING LAW.

The parties agree that the law governing this AGREEMENT shall be that of the State of Florida without regard to its conflict of laws principles.

SECTION 17. COMPLIANCE WITH LAWS.

IMAGETREND shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments.

SECTION 18. WAIVER.

Any waiver by either party of any default or breach hereunder shall not constitute a waiver of any provision of this AGREEMENT or of any subsequent default or breach of the same or a different kind.

SECTION 19. NOTICES.

All notices and other communications required or permitted to be given under this AGREEMENT shall be in writing and shall be personally served or mailed, postage prepaid and addressed to the respective parties as follows:

TO CLIENT:	City of Hialeah Fire Department 83 East 5th Street Hialeah, FL 33010 ATTENTION: Chief Miguel Anchia
TO IMAGETREND:	ImageTrend, Inc. 20855 Kensington Blvd. Lakeville, MN 55044 ATTENTION: Mike McBrady

Notice shall be deemed effective on the date personally delivered or, if mailed, three (3) days after deposit in the mail.

SECTION 20. FORCE MAJEURE.
Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

SECTION 21. ARBITRATION.
Any dispute between IMAGETREND and CLIENT under this Agreement shall be resolved by arbitration by an arbitrator selected under the rules of the American Arbitration Association (STATE) and the arbitration shall be conducted in that same location under the rules of said Association. If an arbitrator cannot be agreed upon by the parties, IMAGETREND and CLIENT shall each choose an arbitrator, and those two chosen arbitrators shall choose a third arbitrator, who shall preside over any dispute. IMAGETREND and CLIENT shall each be entitled to present evidence and argument to the arbitrator. The arbitrator shall have the right only to interpret and apply the provisions of this Agreement and may not change any of its provisions. The arbitrator shall permit reasonable pre-hearing discovery of facts, to the extent necessary to establish a claim or a defense to a claim, subject to supervision by the arbitrator. The determination of the arbitrator shall be conclusive, final and binding upon the parties and judgment upon the same may be entered in any Florida court having jurisdiction thereof. The arbitrator shall give written notice to the parties stating his determination, and shall furnish to each party a signed copy of such determination. IMAGETREND and CLIENT shall equally share the cost of the arbitrator(s) fees.

SECTION 22. INTERPRETATION.
This AGREEMENT has been negotiated between persons sophisticated and knowledgeable in the matters dealt with in this AGREEMENT. Each party further acknowledges that it has not been influenced to any extent whatsoever in executing this AGREEMENT by any other party hereto or by any person representing it, or both. Accordingly, any rule or law or legal decision that would require interpretation of any ambiguities in this AGREEMENT against the party that has drafted it is not applicable and is waived. The provisions of this AGREEMENT shall be interpreted in a reasonable manner to effect the purpose of the parties and this AGREEMENT.

SECTION 23. SIGNATOR'S WARRANTY.
Each party warrants to each other party that he or she is fully authorized and competent to enter into this AGREEMENT, in the capacity indicated by his or her signature and agrees to be bound by this AGREEMENT.

SECTION 24. PRIOR AGREEMENTS AND AMENDMENTS.
This AGREEMENT, including all Exhibits attached hereto, represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This AGREEMENT may only be modified by a written amendment duly executed by the parties to this AGREEMENT.

WITNESS THE EXECUTION HEREOF on the day and year last written below.

APPROVED AS:

"CLIENT"	"IMAGETREND"
By:_____	By:_____
Name:_____	Name: Michael J. McBrady
Title:_____	Title: President
Dated: _____	Dated: _____

EXHIBITS

EXHIBIT A – Pricing Agreement

EXHIBIT B – Service Level Agreement

EXHIBIT C – HIPAA Business Associate Agreement

EXHIBIT D – Insurance Certificate

EXHIBIT A – PRICING AGREEMENT

ImageTrend's license and annual support are based upon 33,000 annual runs as provided by Client. ImageTrend reserves the right to audit the annual incident volume and the option to increase future support costs, with prior notification to the client, if the number of annual incidents increases substantially and has a resulting effect of increased support calls to ImageTrend.

Pricing Agreement

Rescue Bridge Annual SaaS Fee *Includes:* • Rescue Bridge Annual Support • Rescue Bridge Annual Hosting	33,000	$2.55	$84,150.00
Rescue Bridge Setup and Project Management *Includes:* • Auto-Post (if available) • Certification Dashboard • Documents • Incident List • QA/QI • Report Writer 2.0 (Transactional) • Staff • Training • NFIRS 5.0 Reporting • Activities • Checklist • Fire Shifts • Hydrants • Inspections • Inventory • Locations • Occupants	1	Included	Included
Field Bridge Site License	1	Included	Included
Field Bridge Site License Annual Support	1	Included	Included
Mobile Fire Inspections Site License	1	Included	Included
Mobile Fire Inspections Site License Annual Support	1	Included	Included
Hospital Dashboard Setup	1	Included	Included
Hospital Dashboard Annual Support	1	Included	Included
ImageTrend Health Information Hub (Initial Infor Integration) • ePCR Export Setup (each) • Outcome Data Import Setup (each) • Field Patient Lookup and Past Medical History Import Setup (each)	1	Included	Included
ImageTrend Health Information Hub and Integrations Annual Support and Hosting	1	Included	Included
MARS Setup Fee	1	Included	Included
MARS Annual Transactional Fee	1	Included	Included
Visual Informatics – Analytics Setup Fee (includes 1 cube) – EMS Cube *Includes*: • Analytics	1	Included	Included

• Pie Charts • Charting • Widgets • Interactive Alerting Engine			
Visual Informatics (EMS Cube) Annual Support	1	Included	Included
Visual Informatics - Additional Cube Setup - Fire Cube	1	Included	Included
Visual Informatics (Fire Cube) Annual Support	1	Included	Included
Billing Integration (ImageTrend NISE XML)	1	No Charge	No Charge
Billing Integration Annual Support	1	Included	Included
CAD Integration (EnRoute)	1	Included	Included
CAD Integration Annual Support and Hosting	1	Included	Included
Telestaff Integration	1	Included	Included
Telestaff Integration Annual Support and Hosting	1	Included	Included
Telestaff Report Query CAD Recon and Email Custom Development • Will require a mutually agreed upon Statement of Work (SOW)	1	Included	Included
Telestaff Report Query CAD Recon and Email Custom Development Annual Support	1	Included	Included
Checklist Reporting Custom Development • Will require a mutually agreed upon Statement of Work (SOW)	1	Included	Included
Checklist Reporting Custom Development Annual Support	1	Included	Included
Training Sessions – Onsite (Full Day M-F) – 43 Days: 3 days of User Training and 1 day Administrator Training a. User Training: ImageTrend will provide training for up to 25 students total in the use of the Field Bridge and Rescue Bridge applications, 7 hours per day for 3 days (8:00am to 12 noon, 1 pm to 5:00 pm). Training will be provided in Hialeah, FL at an appropriate facility as determined by the ImageTrend's Project Manager and the Client Project Manager. b. Administrator Training: ImageTrend will provide training that focuses on system administration and all the features associated with maintaining the application. Additional training will focus on data collection as well as reporting and data analysis. Administration training will include the knowledge to provide Level 1 support and training to field personnel. ImageTrend will provide training on the installation, configuration, and maintenance of the Field Bridge and Rescue Bridge applications for technical support personnel (up to 10) for 8 hours per day for 1 day (8:00 am to 12 noon, 1 pm to 5:00 pm). Training will be provided in a location selected by the Client at an appropriate facility. These training costs will be paid for by Client and are included in Exhibit A of the Agreement.	43	Included	Included
Travel per Trainer for Onsite Training	1	Included	Included
NFIRS File Import *Note: Must meet the standard NFIRS fields and ImageTrend import format*	1	Included	Included

Comment [MJ1]: ImageTrend has added an additional Training day, and provided clarification for each of the four days.

NEMSIS file with PDF Attachment (up to 500K incidents/runs) *Client to Provide:* 1. NEMSIS compliant file to import into the Rescue Bridge 2. Imported attachments are required to have a unique file name to identify these to the record that they should be attached to 3. Note: The imported attachments will be attached to the record in their native format (i.e. PDF will remain PDF)	1	Included	Included
NEMSIS file with PDF Attachment Annual Hosting	1	Included	Included
ImageTrend Annual EDS Conference (two attendees for one (1) year – 2015 Conference)	2	Included	Included
TOTAL Recurring Fees			**$84,150.00**
TOTAL Year 1			**$84,150.00**

Optional*	Units	Price	Extended
Additional Out of Scope billed at $125/Hour – requires separate Statement of Work		$125.00	
Onsite Training Sessions @ $1,000/day		$1,000.00	
Travel per Trainer (for Onsite Training at Client's Facility Training)*** @ $1,500/trainer/trip		$1,500.00	
Webinar Training Sessions (2 hour session M-F during ImageTrend's Standard Business Hours) $250/session		$250.00	

*The Client may elect to purchase additional services as set forth in the options identified above at the scheduled price amounts at any time during the initial term of the project. The Client shall exercise said options by written notice to ImageTrend.

~~**Payment Schedule:**~~

Comment [MJ2]: We have omitted the previously proposed Payment Schedule with Quarterly Payments and Annual Audits, to better suit Hialeah's needs.

~~The table below provides a payment schedule for services performed during the configuration and implementation of Contractor's Software.~~

~~Description~~	~~Deliverable~~	~~Cost~~
~~Go-Live (April 1, 2015)~~	~~1st Quarterly Payment of Total Year 1~~	~~$21,307.50~~
~~90 Days after Go-Live (July 1, 2015)~~	~~2nd Quarterly Payment of Total Year 1~~	~~$21,307.50~~
~~Annual Fees beginning October 1, 2015 and annually thereafter~~	~~Annual Recurring Fees for the period of 10/01/2015-9/30/2016 (Year 2)~~	~~$84,150.00~~
~~Annual Fees beginning October 1, 2016~~	~~Annual Recurring Fees for the period of 10/01/2016-9/30/2017 (Year 3)~~	~~$84,150.00~~
~~Annual Fees beginning October 1, 2017 (if renewed)~~	~~Annual Recurring Fees for the period of 10/01/2017-9/30/2018 (Year 4)~~	~~$86,674.50~~
~~Annual Fees beginning October 1, 2018 (if renewed)~~	~~Annual Recurring Fees for the period of 10/01/2018-9/30/2019 (Year 5)~~	~~$89,247.74~~

Payment Terms:

a. Payment Terms are net 30 days.
b. The above mentioned fees will be invoiced monthly in arrears based on an audit performed at the beginning of each month beginning at system~~to begin at system~~ Go-Live (i.e. an invoice will be issued by May 31, 2015 for system use from April 1, 2015 through May 1, 2015).
c. All Annual SaaS Fees are inclusive of the ongoing Support and Hosting.

Comment [MJ3]: We have updated the Payment Terms to reflect a monthly in arrears schedule. Each invoice will be issued at the end of every month (following System Go-Live) for the previous month's use, based on monthly actual run audit.

Please let us know if this will be acceptable to you.

Pricing escalation factors:

a. Adjustments to Prices. IMAGETREND will perform price adjustment(s), in whole or in part.
b. IMAGETREND will perform price increases of the recurring fees. The first price increase will occur with the fees due for Year 4. These price increases will occur once every year and may not exceed 3% of the price then currently in effect.

Statements/Invoices should be mailed to:

Chief Miguel Anchia
City of Hialeah Fire Department
83 East 5th Street
Hialeah, FL 33010
Phone: (305) 883-6909
Email: manchia@hialeahfl.gov

ImageTrend Salesperson Contact:

Kevin Fink
952-469-1589
kfink@imagetrend.com
contracts@imagetrend.com

EXHIBIT B – SERVICE LEVEL AGREEMENT

SOFTWARE AS A SERVICE (SAAS)

VERSION 4.0

This agreement exists for the purpose of creating an understanding between ImageTrend and CLIENT who elect to host the application on ImageTrend's servers. It is part of our guarantee for exceptional service levels for as long as the system annual support fee is contracted. The Software as a Service (SaaS) Service Level Agreement guarantees your web application's availability, reliability and performance. This Service Level Agreement (SLA) applies to any site or application hosted on our network as SaaS.

1. **Hosting at the ImageTrend's Datacenter**

   ImageTrend's hosting environment provides **99.9% availability** and is comprised of state-of-the-art Blade Servers and SAN storage that are configured with the no single point of failure through software and infrastructure virtualization, blade enclosure redundancies and backup storage policies. Our Compellent SAN has a fiber channel backend, currently hosts 8TB of storage, has dual storage controllers with redundant power supplies and redundant paths to disk, and hot swappable drives. We do offsite replication to disk on a second SAN. Scheduled maintenance and upgrades do not apply to the system availability calculation and all CLIENTs are properly notified of such scheduled occurrences to minimize accessibility interruptions.

   Hardware

   ImageTrend server hardware is configured to prevent data loss due to hardware failure and utilize the following to ensure a quick recovery from any hardware related problems.

   - Independent Application and Database Servers
     - Microsoft SQL Server 2012
     - Microsoft Windows Server 2008R2
   - Redundant Power Supplies
   - Off-Site Idle Emergency Backup Servers (optional)
   - Sonicwall VPN Firewall
   - Redundant Disk configuration
   - Disk Space allocation and Bandwidth as contracted

   Physical Facility

   The ImageTrend hosting facilities are located in downtown Minneapolis and Chicago with every industry standard requirement for hosting not only being met, but exceeded. Requirements such as power supply and power conditioning, normal and peak bandwidth capacity, security and fail over locations are all part of an overall strategy to provide the most reliable hosting facility possible.

   - Redundant, high-speed Internet connections over fiber optics.
   - Power protection via an in-line 80kVa UPS with a 150 KW backup diesel generator
   - Temperature controlled
   - Waterless Fire Protection and Clean agent fire suppression
   - Secured site access
   - Steel Vault Doors
   - 21" concrete walls and ceiling

   Data Integrity

   ImageTrend applications are backed up daily allowing for complete recovery of data to the most recent backup:

- Daily Scheduled Database and Application Backups.
- Daily Scheduled backup Success/Failure notification to ImageTrend staff

2. Application and Hosting Support

ImageTrend provides ongoing support as contracted for their applications and hosting services, including infrastructure. This includes continued attention to product performance and general maintenance needed to ensure application availability. Support includes technical diagnosis and fixes of technology issues involving ImageTrend software. ImageTrend has a broad range of technical support services available in the areas of:

- Web Application Hosting and Support
- Subject Matter Expert Application Usage Support
- Web Application Development/Enhancement
- Database Administration/Support
- Project Management
- Systems Engineering/Architecture

ImageTrend offers multi-level technical support, based on level-two user support by accommodating both the general inquiries of the administrators and those of the system users. We will give the administrators the ability to field support for the system as the first level of contact while providing them the option to refer inquiries directly to ImageTrend.

ImageTrend's Support Team is available Monday through Friday from 7:00 am to 6:00 pm CST via the Support Suite, email or telephone.

Support Suite: www.imagetrend.com/support
Email: support@imagetrend.com
Toll Free: 1-888-730-3255
Phone: 952-469-1589

Online Support

ImageTrend offers an online support system which incorporates around-the-clock incident reporting of all submitted tickets to ImageTrend's application support specialists. Once a client submits a support ticket, he or she can track the progress with a secure login to the support application. The system promotes speedy resolution by offering keyword-based self-help services and articles in the knowledgebase, should clients wish to bypass traditional support services. Ticket tracking further enhances the efforts of Support Desk personnel by allowing ImageTrend to identify patterns which can then be utilized for improvements in production, documentation, education and frequently asked questions to populate the knowledgebase. The support ticket tracking system ensures efficient workflow for the support desk specialists while keeping users informed of their incident's status. Support patterns can be referenced to populate additional knowledgebase articles.

Incident Reporting Malfunctions

ImageTrend takes all efforts to correct malfunctions that are documented and reported by the Client. ImageTrend acknowledges receipt of a malfunction report from a Client and acknowledges the disposition and possible resolution thereof according to the chart below.

Severity Level	Examples of each Severity Level:	Notification Acknowledgement: ImageTrend Return Call to Licensee after initial notification of an Error	Action Expectation: Anticipated Error resolution notification after ImageTrend Return Call to Licensee of Notification Acknowledgement

			of an error.
High/Site Down	- Complete shutdown or partial shutdown of one or more Software functions - Access to one or more Software functions not available - Major subset of Software application impacted	Within one (1) hour of initial notification during business hours or via support.imagetrend.com	Six hours
Medium	- Minor subsystem failure -Data entry or access impaired on a limited basis – usually can be delegated to local client contact as a first level or response for resolution – usually user error (i.e. training) or forgotten passwords	Within four (4) hours of initial notification	24 Business hours
Low	- System operational with minor issues; suggested enhancements as mutually agreed upon – typically covered in a future release as mutually agreed upon.	Same day or next business day of initial notification	Future Release

Service Requests (enhancements)

Any service requests that are deemed to be product enhancements are detailed and presented to the development staff, where the assessment is made as to whether these should be added to the future product releases and with a priority rating. If an enhancement request is specific to one client and deemed to be outside of the original scope of the product, then a change order is written and presented to the Client. These requests are subject to our standard rates and mutual agreement. Clients review and approve the scope, specification and cost before work is started to ensure goals are properly communicated.

Product release management is handled by ImageTrend using standard development tools and methodologies. Work items including, tasks, issues, and scenarios are all captured within the system. Releases are based on one or more iterations during a schedule development phase. This includes by not limited to: development, architecture, testing, documentation, builds, test and use cases. Submissions of issues or requests are documented within our Product Management system and from there workflow is created to track the path from initial request to resolution.

Out of Scope

Client may contract with ImageTrend for Out of Scope services. This will require a separate Statement of Work and will be billed at ImageTrend's standard hourly rate.

Maintenance and Upgrades

System/product maintenance and upgrades, if applicable, are included in the ongoing support and warranty as contracted. These ensure continued attention to product performance and general maintenance. Scheduled product upgrades include enhancements and minor and major product changes. Customers are notified in advance of scheduled maintenance. It is the Client's responsibility to accept all offered updates and upgrades to the system. If the Client does not accept these, Client should be advised that ImageTrend, at its discretion, may offer limited support for previous versions. All code releases also maintain the integrity of any client specific configurations (i.e. templates, addresses, staff information, active protocols, etc.) that have been implemented either by ImageTrend's implementation staff or the client's administrative staff.

Escalation

Our support staff is committed to resolving your issues as fast as possible. If they cannot resolve your issue, they will identify the course of action that they will be taking and indicate when an answer will be available. They in turn will seek assistance from the designated developer. The next level of escalation goes to the Project Manager, who also addresses all operational issues

on an ongoing basis and reviews the issue log regularly to assess product performance and service levels. Senior Management will handle issues requiring further discussion and resolution. Any issues to be determined to be of a critical nature are immediately escalated accordingly.

EXHIBIT C – HIPAA BUSINESS ASSOCIATE AGREEMENT

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") dated _____, 201___ (the "Effective Date"), is entered into by and between_____, a _____ _____ corporation (the "Covered Entity") and ImageTrend, Inc. a Minnesota corporation (the "Business Associate").

WHEREAS, Covered Entity and Business Associate have entered into, or are entering into, or may subsequently enter into, agreements or other documented arrangements (collectively, the "Business Arrangements") pursuant to which Business Associate may provide products and/or services for Covered Entity that require Business Associate to access, create and use health information that is protected by state and/or federal law; and

WHEREAS, pursuant to the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the U.S. Department of Health & Human Services ("HHS") promulgated the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Standards"), at 45 C.F.R. Parts 160 and 164, requiring certain individuals and entities subject to the Privacy Standards (each a "Covered Entity", or collectively, "Covered Entities") to protect the privacy of certain individually identifiable health information ("Protected Health Information", or "PHI"); and

WHEREAS, pursuant to HIPAA, HHS has issued the Security Standards (the "Security Standards"), at 45 C.F.R. Parts 160, 162 and 164, for the protection of electronic protected health information ("EPHI"); and

WHEREAS, in order to protect the privacy and security of PHI, including EPHI, created or maintained by or on behalf of the Covered Entity, the Privacy Standards and Security Standards require a Covered Entity to enter into a "business associate agreement" with certain individuals and entities providing services for or on behalf of the Covered Entity if such services require the use or disclosure of PHI or EPHI; and

WHEREAS, on February 17, 2009, the federal Health Information Technology for Economic and Clinical Health Act was signed into law (the "HITECH Act"), and the HITECH Act imposes certain privacy and security obligations on Covered Entities in addition to the obligations created by the Privacy Standards and Security Standards; and

WHEREAS, the HITECH Act revises many of the requirements of the Privacy Standards and Security Standards concerning the confidentiality of PHI and EPHI, including extending certain HIPAA and HITECH Act requirements directly to business associates; and

WHEREAS, Business Associate and Covered Entity desire to enter into this Business Associate Agreement;

NOW THEREFORE, in consideration of the mutual promises set forth in this Agreement and the Business Arrangements, and other good and valuable consideration, the sufficiency and receipt of which are hereby severally acknowledged, the parties agree as follows:

1. **Business Associate Obligations**. Business Associate may receive from Covered Entity, or create or receive on behalf of Covered Entity, health information that is protected under applicable state and/or federal law, including without limitation, PHI and EPHI. All capitalized terms not otherwise defined in this Agreement shall have the meanings set forth in the Privacy Standards, Security Standards or the HITECH Act, as applicable (collectively referred to hereinafter as the "Confidentiality

Requirements"). All references to PHI herein shall be construed to include EPHI. Business Associate agrees not to use or disclose (or permit the use or disclosure of) PHI in a manner that would violate the Confidentiality Requirements if the PHI were used or disclosed by Covered Entity in the same manner.

2. **Use of PHI**. Except as otherwise required by law, Business Associate shall use PHI in compliance with 45 C.F.R. § 164.504(e). Furthermore, Business Associate shall use PHI (i) solely for Covered Entity's benefit and only for the purpose of performing services for Covered Entity as such services are defined in Business Arrangements, and (ii) as necessary for the proper management and administration of the Business Associate or to carry out its legal responsibilities, provided that such uses are permitted under federal and state law. Covered Entity shall retain all rights in the PHI not granted herein. Use, creation and disclosure of de-identified health information by Business Associate are not permitted unless expressly authorized in writing by Covered Entity.

3. **Disclosure of PHI**. Subject to any limitations in this Agreement, Business Associate may disclose PHI to any third party persons or entities as necessary to perform its obligations under the Business Arrangement and as permitted or required by applicable federal or state law. Further, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that (i) such disclosures are required by law, or (ii) Business Associate: (a) obtains a legal obligation from any third party to whom the information is disclosed that it will be held confidential and further used and disclosed only as required by law or for the purpose for which it was disclosed to the third party; (b) requires the third party to agree to immediately notify Business Associate of any instances of which it is aware that PHI is being used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the Confidentiality Requirements. Additionally, Business Associate shall ensure that all disclosures of PHI by Business Associate and the third party comply with the principle of "minimum necessary use and disclosure," i.e., only the minimum PHI that is necessary to accomplish the intended purpose may be disclosed; provided further, Business Associate shall comply with Section 13405(b) of the HITECH Act, and any regulations or guidance issued by HHS concerning such provision, regarding the minimum necessary standard and the use and disclosure (if applicable) of Limited Data Sets. If Business Associate discloses PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, to agents, including a subcontractor (collectively, "Recipients"), Business Associate shall require Recipients to agree in writing to the same restrictions and conditions that apply to the Business Associate under this Agreement. Business Associate shall report to Covered Entity any use or disclosure of PHI not permitted by this Agreement, of which it becomes aware, such report to be made within three (3) business days of the Business Associate becoming aware of such use or disclosure. In addition to Business Associate's obligations under Section 9, Business Associate agrees to mitigate, to the extent practical and unless otherwise requested by Covered Entity in writing or as directed by or as a result of a request by Covered Entity to disclose to Recipients, any harmful effect that is known to Business Associate and is the result of a use or disclosure of PHI by Business Associate or Recipients in violation of this Agreement.

4. **Individual Rights Regarding Designated Record Sets**. If Business Associate maintains a Designated Record Set on behalf of Covered Entity, Business Associate shall (i) provide access to, and permit inspection and copying of, PHI by Covered Entity or, as directed by Covered Entity, an individual who is the subject of the PHI under conditions and limitations required under 45 CFR §164.524, as it may be amended from time to time, and (ii) amend PHI maintained by Business Associate as requested by Covered Entity. Business Associate shall respond to any request from Covered Entity for access by an individual within five (5) days of such request and shall make any amendment requested by Covered Entity within ten (10) days of such request. Any information requested under this Section 4 shall be provided in the form or format requested, if it is readily producible in such form or format. Business Associate may charge a reasonable fee based upon the Business Associate's labor costs in responding to a request for electronic information (or a cost-based fee for the production of non-electronic media copies). Covered Entity shall determine whether a denial is appropriate or an exception applies. Business Associate shall notify Covered Entity within

five (5) days of receipt of any request for access or amendment by an individual. Covered Entity shall determine whether to grant or deny any access or amendment requested by the individual. Business Associate shall have a process in place for requests for amendments and for appending such requests to the Designated Record Set, as requested by Covered Entity.

5. **Accounting of Disclosures.** Business Associate shall make available to Covered Entity in response to a request from an individual, information required for an accounting of disclosures of PHI with respect to the individual in accordance with 45 CFR §164.528, as amended by Section 13405(c) of the HITECH Act and any related regulations or guidance issued by HHS in accordance with such provision. Business Associate shall provide to Covered Entity such information necessary to provide an accounting within thirty (30) days of Covered Entity's request or such shorter time as may be required by state or federal law. Such accounting must be provided without cost to the individual or to Covered Entity if it is the first accounting requested by an individual within any twelve (12) month period. For subsequent accountings within a twelve (12) month period, Business Associate may charge a reasonable fee based upon the Business Associate's labor costs in responding to a request for electronic information (or a cost-based fee for the production of non-electronic media copies) so long as Business Associate informs the Covered Entity and the Covered Entity informs the individual in advance of the fee, and the individual is afforded an opportunity to withdraw or modify the request. Such accounting obligations shall survive termination of this Agreement and shall continue as long as Business Associate maintains PHI.

6. **Withdrawal of Authorization.** If the use or disclosure of PHI in this Agreement is based upon an individual's specific authorization for the use of his or her PHI, and (i) the individual revokes such authorization in writing, (ii) the effective date of such authorization has expired, or (iii) the consent or authorization is found to be defective in any manner that renders it invalid, Business Associate agrees, if it has notice of such revocation or invalidity, to cease the use and disclosure of any such individual's PHI except to the extent it has relied on such use or disclosure, or where an exception under the Confidentiality Requirements expressly applies.

7. **Records and Audit.** Business Associate shall make available to the U.S. Department of Health and Human Services or its agents, its internal practices, books, and records relating to the use and disclosure of PHI received from, created, or received by Business Associate on behalf of Covered Entity for the purpose of determining Covered Entity's compliance with the Confidentiality Requirements or any other health oversight agency, in a time and manner designated by the Secretary. Except to the extent prohibited by law, Business Associate agrees to notify Covered Entity immediately upon receipt by Business Associate of any and all requests by or on behalf of any and all federal, state and local government authorities served upon Business Associate for PHI.

8. **Implementation of Security Standards; Notice of Security Incidents.** Business Associate will use appropriate safeguards to prevent the use or disclosure of PHI other than as expressly permitted under this Agreement. Business Associate will implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the PHI that it creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate acknowledges that the HITECH Act requires Business Associate to comply with 45 C.F.R. §§ 164.308, 164.310, 164.312 and 164.316 as if Business Associate were a Covered Entity, and Business Associate agrees to comply with these provisions of the Security Standards and all additional security provisions of the HITECH Act. Furthermore, **to the extent feasible, Business Associate will use commercially reasonable efforts to** ensure that the technology safeguards used by Business Associate to secure PHI will render such PHI unusable, unreadable and indecipherable to individuals unauthorized to acquire or otherwise have access to such PHI in accordance with HHS Guidance published at 74 Federal Register 19006 (April 17, 2009), or such later regulations or guidance promulgated by HHS or issued by the National Institute for Standards and Technology ("NIST") concerning the protection of identifiable data such as PHI. Lastly, Business Associate will promptly report to Covered Entity any successful Security Incident of which it becomes aware. At the request of Covered Entity, Business Associate shall identify: the date of the Security

Incident, the scope of the Security Incident, the Business Associate's response to the Security Incident and the identification of the party responsible for causing the Security Incident, if known. Business Associate and Covered Entity shall take reasonable measures to ensure the availability of all affirmative defenses under the HITECH Act, HIPAA, and other state and federal laws and regulations governing PHI and EPHI.

9. **Data Breach Notification and Mitigation**.

   a. HIPAA Data Breach Notification and Mitigation. Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any "breach" of "unsecured PHI" as those terms are defined by 45 C.F.R. §164.402 (hereinafter a "HIPAA Breach"). The parties acknowledge and agree that 45 C.F.R. §164.404, as described below in this Section 9.1, governs the determination of the date of a HIPAA Breach. In the event of any conflict between this Section 9.1 and the Confidentiality Requirements, the more stringent requirements shall govern. Business Associate will, following the discovery of a HIPAA Breach, notify Covered Entity immediately and in no event later than three (3) business days after Business Associate discovers such HIPAA Breach, unless Business Associate is prevented from doing so by 45 C.F.R. §164.412 concerning law enforcement investigations. For purposes of reporting a HIPAA Breach to Covered Entity, the discovery of a HIPAA Breach shall occur as of the first day on which such HIPAA Breach is known to the Business Associate or, by exercising reasonable diligence, would have been known to the Business Associate. Business Associate will be considered to have had knowledge of a HIPAA Breach if the HIPAA Breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the HIPAA Breach) who is an employee, officer or other agent of the Business Associate. No later than seven (7) business days following a HIPAA Breach, Business Associate shall provide Covered Entity with sufficient information to permit Covered Entity to comply with the HIPAA Breach notification requirements set forth at 45 C.F.R. §164.400 *et seq*. Specifically, if the following information is known to (or can be reasonably obtained by) the Business Associate, Business Associate will provide Covered Entity with: (i) contact information for individuals who were or who may have been impacted by the HIPAA Breach (e.g., first and last name, mailing address, street address, phone number, email address); (ii) a brief description of the circumstances of the HIPAA Breach, including the date of the HIPAA Breach and date of discovery; (iii) a description of the types of unsecured PHI involved in the HIPAA Breach (e.g., names, social security number, date of birth, address(es), account numbers of any type, disability codes, diagnostic and/or billing codes and similar information); (iv) a brief description of what the Business Associate has done or is doing to investigate the HIPAA Breach, mitigate harm to the individual impacted by the HIPAA Breach, and protect against future HIPAA Breaches; and (v) appoint a liaison and provide contact information for same so that the Covered Entity may ask questions or learn additional information concerning the HIPAA Breach. Following a HIPAA Breach, Business Associate will have a continuing duty to inform Covered Entity of new information learned by Business Associate regarding the HIPAA Breach, including but not limited to the information described in items (i) through (v), above.

   b. Data Breach Notification and Mitigation Under Other Laws. In addition to the requirements of Section 9.1, Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any breach of individually identifiable information (including but not limited to PHI, and referred to hereinafter as "Individually Identifiable Information") that, if misused, disclosed, lost or stolen, Covered Entity believes would trigger an obligation under one or more State data breach notification laws (each a "State Breach") to notify the individuals who are the subject of the information. Business Associate agrees that in the event any Individually Identifiable Information is lost, stolen, used or disclosed in violation of one or more State data breach notification laws, Business Associate shall promptly: (i) cooperate and assist Covered Entity with any investigation into any State Breach or alleged State Breach; (ii) cooperate and assist Covered Entity with any investigation into any State

Breach or alleged State Breach conducted by any State Attorney General or State Consumer Affairs Department (or their respective agents); (iii) comply with Covered Entity's determinations regarding Covered Entity's and Business Associate's obligations to mitigate to the extent practicable any potential harm to the individuals impacted by the State Breach; and (iv) assist with the implementation of any decision by Covered Entity or any State agency, including any State Attorney General or State Consumer Affairs Department (or their respective agents), to notify individuals impacted or potentially impacted by a State Breach.

c. Breach Indemnification. Business Associate shall indemnify, defend and hold Covered Entity and its officers, directors, employees, agents, successors and assigns harmless, from and against all reasonable losses, claims, actions, demands, liabilities, damages, costs and expenses (including costs of judgments, settlements, court costs and reasonable attorneys' fees actually incurred) (collectively, "Information Disclosure Claims") arising from or related to: (i) the use or disclosure of Individually Identifiable Information (including PHI) by Business Associate in violation of the terms of this Agreement or applicable law, and (ii) whether in oral, paper or electronic media, any HIPAA Breach of unsecured PHI and/or State Breach of Individually Identifiable Information by Business Associate. If Business Associate assumes the defense of an Information Disclosure Claim, Covered Entity shall have the right, at its expense and without indemnification notwithstanding the previous sentence, to participate in the defense of such Information Disclosure Claim. Business Associate shall not take any final action with respect to any Information Disclosure Claim without the prior written consent of Covered Entity. Covered Entity likewise shall not take any final action with respect to any Information Disclosure Claim without the prior written consent of Business Associate. To the extent permitted by law and except when caused by an act of Covered Entity or resulting from a disclosure to a Recipient required or directed by Covered Entity to receive the information, Business Associate shall be fully liable to Covered Entity for any acts, failures or omissions of Recipients in furnishing the services as if they were the Business Associate's own acts, failures or omissions.

   i. Covered Entity shall indemnify, defend and hold Business Associate and its officers, directors, employees, agents, successors and assigns harmless, from and against all reasonable losses, claims, actions, demands, liabilities, damages, costs and expenses (including costs of judgments, settlements, court costs and reasonable attorneys' fees actually incurred) (collectively, "Information Disclosure Claims") arising from or related to: (i) the use or disclosure of Individually Identifiable Information (including PHI) by Covered Entity, its subcontractors, agents, or employees in violation of the terms of this Agreement or applicable law, and (ii) whether in oral, paper or electronic media, any HIPAA Breach of unsecured PHI and/or State Breach of Individually Identifiable Information by Covered Entity, its subcontractors, agents, or employees.

   ii. Covered Entity and Business Associate shall seek to keep costs or expenses that the other may be liable for under this Section 9, including Information Disclosure Claims, to the minimum reasonably required to comply with the HITECH Act and HIPAA. Covered Entity and Business Associate shall timely raise all applicable affirmative defenses in the event a violation of this Agreement, or a use or disclosure of PHI or EPHI in violation of the terms of this Agreement or applicable law occurs.

10. **Term and Termination.**

a. This Agreement shall commence on the Effective Date and shall remain in effect until terminated in accordance with the terms of this Section 10, provided, however, that termination shall not affect the respective obligations or rights of the parties arising under this Agreement prior to the effective date of termination, all of which shall continue in accordance with their terms.

b. Covered Entity shall have the right to terminate this Agreement for any reason upon thirty (30) days written notice to Business Associate.

c. Covered Entity, at its sole discretion, may immediately terminate this Agreement and shall have no further obligations to Business Associate if any of the following events shall have occurred and be continuing:
   i. Business Associate fails to observe or perform any material covenant or obligation contained in this Agreement for ten (10) days after written notice thereof has been given to the Business Associate by Covered Entity; or
   ii. A violation by the Business Associate of any provision of the Confidentiality Requirements or other applicable federal or state privacy law relating to the obligations of the Business Associate under this Agreement.

d. Termination of this Agreement for either of the two reasons set forth in Section 10.c above shall be cause for Covered Entity to immediately terminate for cause any Business Arrangement pursuant to which Business Associate is entitled to receive PHI from Covered Entity.

e. Upon the termination of all Business Arrangements, either Party may terminate this Agreement by providing written notice to the other Party.

f. Upon termination of this Agreement for any reason, Business Associate agrees either to return to Covered Entity or to destroy all PHI received from Covered Entity or otherwise through the performance of services for Covered Entity, that is in the possession or control of Business Associate or its agents. In the case of PHI which is not feasible to "return or destroy," Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. Business Associate further agrees to comply with other applicable state or federal law, which may require a specific period of retention, redaction, or other treatment of such PHI.

11. **No Warranty**. PHI IS PROVIDED TO BUSINESS ASSOCIATE SOLELY ON AN "AS IS" BASIS. COVERED ENTITY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

12. **Ineligible Persons.** Business Associate represents and warrants to Covered Entity that Business Associate (i) is not currently excluded, debarred, or otherwise ineligible to participate in any federal health care program as defined in 42 U.S.C. Section 1320a-7b(f) ("the Federal Healthcare Programs"); (ii) has not been convicted of a criminal offense related to the provision of health care items or services and not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs, and (iii) is not under investigation or otherwise aware of any circumstances which may result in Business Associate being excluded from participation in the Federal Healthcare Programs. This shall be an ongoing representation and warranty during the term of this Agreement, and Business Associate shall immediately notify Covered Entity of any change in the status of the representations and warranty set forth in this section. Any breach of this section shall give Covered Entity the right to terminate this Agreement immediately for cause.

13. **Miscellaneous.**
   a. **Notice**. All notices, requests, demands and other communications required or permitted to be given or made under this Agreement shall be in writing, shall be effective upon receipt or attempted delivery, and shall be sent by (i) personal delivery; (ii) certified or registered United States mail, return receipt requested; or (iii) overnight delivery service with proof of delivery. Notices shall be sent to the addresses below. Neither party shall refuse delivery of any notice hereunder.

If to Covered Entity:

Compliance Office

_____
_____
_____
_____

If to Business Associate:

ImageTrend, Inc.
Attn: Michael J. McBrady
20855 Kensington Blvd.
Lakeville, MN 55044

14. **Waiver.** No provision of this Agreement or any breach thereof shall be deemed waived unless such waiver is in writing and signed by the Party claimed to have waived such provision or breach. No waiver of a breach shall constitute a waiver of or excuse any different or subsequent breach.

15. **Assignment**. Neither Party may assign (whether by operation or law or otherwise) any of its rights or delegate or subcontract any of its obligations under this Agreement without the prior written consent of the other Party. Notwithstanding the foregoing, Covered Entity shall have the right to assign its rights and obligations hereunder to any entity that is an affiliate or successor of Covered Entity, without the prior approval of Business Associate.

16. **Severability**. Any provision of this Agreement that is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.

17. **Entire Agreement**. This Agreement constitutes the complete agreement between Business Associate and Covered Entity relating to the matters specified in this Agreement, and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. In the event of any conflict between the terms of this Agreement and the terms of the Business Arrangements or any such later agreement(s), the terms of this Agreement shall control unless the terms of such Business Arrangements are more strict with respect to PHI and comply with the Confidentiality Requirements, or the parties specifically otherwise agree in writing. No oral modification or waiver of any of the provisions of this Agreement shall be binding on either Party; provided, however, that upon the enactment of any law, regulation, court decision or relevant government publication and/or interpretive guidance or policy that the Covered Entity believes in good faith will adversely impact the use or disclosure of PHI under this Agreement, Covered Entity may amend the Agreement to comply with such law, regulation, court decision or government publication, guidance or policy by delivering a written amendment to Business Associate which shall be effective thirty (30) days after receipt. No obligation on either Party to enter into any transaction is to be implied from the execution or delivery of this Agreement. This Agreement is for the benefit of, and shall be binding upon the parties, their affiliates and respective successors and assigns. No third party shall be considered a third-party beneficiary under this Agreement, nor shall any third party have any rights as a result of this Agreement.

18. **Governing Law**. This Agreement shall be governed by and interpreted in accordance with the laws of the state of Florida, excluding its conflicts of laws provisions. Jurisdiction and venue for any dispute relating to this Agreement shall exclusively rest with the state and federal courts in the county in

which Covered Entity is located.

19. **Equitable Relief**. The parties understand and acknowledge that any disclosure or misappropriation of any PHI in violation of this Agreement will cause the other irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that the injured party shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further disclosure or breach and for such other relief as the injured party shall deem appropriate. Such right is to be in addition to the remedies otherwise available to the parties at law or in equity. Each party expressly waives the defense that a remedy in damages will be adequate and further waives any requirement in an action for specific performance or injunction for the posting of a bond.

20. **Nature of Agreement; Independent Contractor**. Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the parties or any of their affiliates, or (ii) a relationship of employer and employee between the parties. Business Associate is an independent contractor, and not an agent of Covered Entity. This Agreement does not express or imply any commitment to purchase or sell goods or services.

21. **Counterparts**. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement of this Agreement is sought. Signatures to this Agreement transmitted by facsimile transmission, by electronic mail in portable document format (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same force and effect as physical execution and delivery of the paper document bearing the original signature.

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

COVERED ENTITY:	**BUSINESS ASSOCIATE:**
By: _____	By: _____
_____ (Print or Type Name)	Michael J. McBrady (Print or Type Name)
_____ (Title)	President (Title)
Date: _____	Date: _____

EXHIBIT D – INSURANCE CERTIFICATE

Intentionally left blank

STATEMENT OF WORK – IMAGETREND HOSTED

Overview
ImageTrend is delivering solution that consists of Rescue Bridge and EMS Field Bridge Site License that will be hosted at ImageTrend's facility. To complete this end to end solution there will be three (3) data integrations:

a. Billing Integration
b. CAD Integration
c. Telestaff Integration

Communication and Coordination
The overall success of the project will require a close working relationship between the client and ImageTrend. The initial Kickoff Meeting will establish a basis for communication, define project roles, and clarify high level requirements and deliverables. The project as detailed has various status checkpoints and scheduled meetings to ensure project performance.

The ImageTrend Project Management Team translates your vision and requirements into an integrated solution. The Project Plan phase begins with a kickoff meeting to provide your project team with familiarity of the key components of the ImageTrend products and introduces best practices into all phases of the project lifecycle. The Project Plan involves high-level planning that helps establish system requirements and estimates of resource requirements and task durations. The following guidelines are base responsibilities for all project team members:

- Be a vital part of the project team that will carry the project through to completion.
- Provide a single point of contact for the customer on all issues.
- Assist the customer in helping them ensure that project deadlines are met and that deliverables are provided as discussed.
- Coordinate tasks between different departments and functions within the company.
- Identify and resolve project conflicts and issues.
- Establish a clearly defined project plan.

The initial steps of finalization of specifications and acceptance criteria will be accomplished with ImageTrend personnel and will be subject to approval by the System Administrator. A task breakdown of a typical Implementation Plan typically includes:

- Review of Deliverables and Milestones and their target completion dates
- Application Review to include finalization of the data set, validation rules, system data exchange requirements, acceptance criteria, review training plan and deployment timeframes
- Initial acceptance to include all agreed upon specification and functions, data import from the existing system, trial imports from other systems and exports to other applications
- Acceptance Testing
- Begin Training Plan and schedule training courses
- Ongoing data collection and final acceptance review

Project Planning
The goal of ImageTrend's Standard Implantation Plan is to install the main agency site and assist in system configuration and understanding to promote ease of use, workflow and data entry. A task breakdown of a typical Implementation Plan follows:

- Initial conference call with the system administrator and any other applicable participants to establish ongoing communication and establish project roles. The team will meet via webinar weekly for 4 - 6 weeks.
- Standard workbook to import destinations, staff, vehicles and station information
- ImageTrend will work with the system administrator to configure the system level settings to ensure fast and easy use for the crew. This includes but is not limited to:
    - Administrative
        - Site Management

        - Product Settings
        - NEMSIS and State Data Reporting
        - Data Exchange
        - Run Forms
        - Validation
        - Administrative Reports
        - Report Writer
    - Service Level
        - Staff setup
        - CE/Training
        - Workflow (incl. QA/QI)
        - Add ePCR
        - Field Bridge
    - Other Integrations (as defined in contract)
- Training Plan (Admin, Train the Trainer)
- Testing will occur throughout the implementation
- Training will be designed based on client needs as defined in the contract

NOTE: *If additional facilities or services require implementation services and training, additional fees will apply. Services may also elect to purchase their own Service Bridge, Pricing can be provided upon request.*

Project Management Tools
ImageTrend utilizes several software tools to help manage, track, communicate and provide real-time answers to our most important project related questions. Microsoft Project, Team Foundation Server, ImageTrend's Project Management Solution and Support Suite are the tools that we have found to be most effective for our needs. Your ImageTrend project manager will inform you as to how we use these tools and the information that will be provided to you.

Support and Issue management
Projects stay on track by anticipating and resolving unexpected issues quickly. ImageTrend Project Management allows project shareholders to identify, prioritize, assign and solve issues based on critical status. Progress is tracked for each issue through to resolution.

Support Suite displays the list of issues and can be sorted by age, ID, reporter, and subject. Graphical aging status keeps project members informed of pending issues, and helps keep the project on track. In addition, each issue upon completion is then marked as 'Closed' and saved for documentation.

Project Manager
ImageTrend's Project/Implementation Managers are well-versed in our needs for an efficient and timely implementation. Our agile development environment is a "hands-on" environment; utilizing project management tools (TFS and Microsoft Project) for tracking, documentation and status reports in a supporting role.

Training
The ImageTrend's Training Curriculum will be reviewed with Client to ensure that all courses address Client's specific needs. "Train-the-trainer" sessions will train a designated person(s) from Client in all aspects of system administration and usage and provides the basic materials for the training plan for all field personnel. ImageTrend will provide the number of training days as specified in the Pricing Agreement.

Ongoing training sessions may be held regularly (perhaps every 6 months) for new personnel and as review for existing personnel if contracted or may be contracted as necessary. These sessions will be conducted by the trainer via Webinar or alternatively, ImageTrend can offer these onsite for additional fees.

ImageTrend's Training Curriculum is broken down into two types of training sessions, User Training and Administrator Training.

a. **User Training**. ImageTrend will provide training for up to 25 students total in the use of the Field Bridge and Rescue Bridge applications, 7 hours per day, 2 days. From 8:00am to 12 noon, 1 pm to 5:00 pm. Training will be provided in Hialeah, FL at an appropriate facility as determined by the ImageTrend's Project Manager and the Client Project Manager. These training costs will be paid for by Client and are included in Exhibit A of the Agreement. Additional training may be purchased at $1000 per day plus expenses for onsite training or $125/hour for webinar training.

b. **Administrator Training**. Administration Training will focus on system administration and all the features associated with maintaining the application. Additional training will focus on data collection as well as reporting and data analysis. Administration training will include the knowledge to provide Level 1 support and training to field personnel. It is recommended that this training be accomplished in groups, since the interactive questions and assistance improves the learning process and establishes the communication links for the ongoing system usage. ImageTrend will provide training on the installation, configuration, and maintenance of the Field Bridge and Rescue Bridge applications for technical support personnel (up to 10) for 8 hours per day, 1 days, from 8:00 am to 12 noon, 1 pm to 5:00 pm. Training will be provided in a location selected by the Client at an appropriate facility. These training costs will be paid for by Client and are included in Exhibit A of the Agreement. Additional training may be purchased at $1000 per day plus expenses for onsite training or $125/hour for webinar training.

c. **Documentation** will be provided in PDF format, which Client will be allowed to reproduce for their own internal use. Access will also be provided to ImageTrend University, which contains self-guided tutorial online videos as additional educational materials, which can be used for either initial or refresher training. When accessing ImageTrend University through their application, users can view educational videos, manuals, quick guides and workbooks to assist them in better understanding our software and support train-the-trainer sessions. These manuals may be copied and/or digitized by Client for Client's internal use.

Modifications and System Enhancements
As a COTS system, the system will be implemented as is and will be configured for usage by the Client's staff. Any modification or system enhancements that are not part of any scheduled release plan are considered out-of-scope and will be accomplished after a mutually agreed upon Statement of Work and costs has been established.

Testing
Testing will include performance, stability, data integrity, and connectivity measures. Complete testing and acceptance criteria are mutually detailed during the kick-off meeting. In general the tasks will be performed by the ImageTrend team with the service team members responsible for review, modification requests and acceptance.

Integrations
The following integrations have been established to define the overall data flow goals. It is understood that during discovery and finalization of the requirements for each integration the data elements, data file format, data exchange method, mapping and validation will be defined. Modifications may be necessary to accommodate technical issues and feasibility constraints, as well as third party vendor cooperation. These will be clearly discussed with all alternatives to accomplish the most advantageous solution. Client agrees to be responsible for facilitating necessary communications with the third party vendors. The actual implementation strategy and timeline will be mutually agreed upon.

Technical Contacts
Client Contacts:
Name:

Title:
Phone:
Email:

Billing Export Contact:
Name:
Title:
Phone:
Email:
Website:
Specification sheet required and will be found in the Project Plan

EnRoute CAD Contact:
Name:
Title:
Phone:
Email:
Version Number:
Website:
Specification sheet required and will be found in the Project Plan

Final Deployment
Once the installation is completed, the training plan and Go-Live procedure will be reviewed and modified if necessary. Testing will include performance, stability, data integrity and connectivity measures. At this point the full application usage will begin. At the end of this phase a status review and final acceptance meeting will be held. Once trained, Administrators will be able to successively train and equip their additional services with use of the system. The ImageTrend Implementation and Support Team will offer continual assistance throughout the deployment process

Maintenance
ImageTrend will provide ongoing support and warranty service as contracted after installation for the service. Additional years of support and product upgrades can be contracted from ImageTrend. This includes continued attention to product performance and general maintenance. ImageTrend offers multi-level technical support. We provide level-two user support by accommodating both the general inquiries of the service administrators and those of the service system users. We will give the service administrators the ability to field support for the system as the first level of contact while providing them the option to refer inquiries directly to ImageTrend.

SAMPLE

PROJECT NAME

STATEMENT OF WORK

Proposal #

Proposed To:
Contact Name
Client
Address
City, State, Zip
Phone
Email

January 15, 2013

Proposed by:
Salesperson
ImageTrend, Inc.
20855 Kensington Blvd.
Lakeville, MN 55044
Tel: (952) 469-1589
Toll Free: (888) 469-7789
Fax: (952) 985-5671
Email: email@imagetrend.com

IMAGETREND INC.

Overview

Introduction and Background

This is an ImageTrend document that provides business and technical requirements for the PROJECT NAME Project for Client.

Statement of Understanding – Functional Specification

Assumptions

ImageTrend will use its computers, software, licenses and other materials to create and develop the system. ImageTrend is also responsible for operating and testing the software on our systems and servers.

ImageTrend has the right to develop and release this custom development as part of a regular product release containing other product features and fixes.

Minor changes from the specifications provided may occur due to unforeseen complications and product changes.

The project shall be considered complete when Client has signed off on the Request for Acceptance Form.

SAMPLE

Statement of Work

Development Specifications

As a part of this Client Project, ImageTrend will be responsible for performing tasks throughout the various stages of this project. The following is a list of these tasks which will result in the successful completion of this project:

Development

Application Design and Framework

- Design Task
  - Further Design Task
- Design Task
  - Further Design Task

Environment Setup (Alpha, Beta, Staging, Production, etc.)

- Environment Setup Task
  - Further Environment Setup Task
- Environment Setup Task
  - Further Environment Setup Task

Development

- Development Task
  Further Development Task
- Development Task
  Further Development Task

Project Management

- Planning
- Meetings
- Documentation

Testing

- Testing under development, beta, alpha and live sites
- Review and In-scope Revisions

Implementation/Deployment

- Implementation/Deployment

Special Requirements

SAMPLE

Implementation Process

Project Kick Off

- Following the project plan, ImageTrend will create and present a project implementation plan including Project Schedule with timeline, Requirements document, Testing & Acceptance. Further discovery, GAP Analysis, and mutual agreement for this project will be discussed at the meeting
- ImageTrend will present the finalized implementation plan documents to Client for review and approval

Implementation Phase

- ImageTrend will present status updates at mutually agreed upon interval(s)
- ImageTrend will implement the Project on ImageTrend's servers
- Client will review and test the application to provide final feedback to ImageTrend
- Client may formally request modifications to the development as detailed in this Statement of Work through a Change Request

Training/Walk-through Phase

- ImageTrend will provide training for the following areas, which will occur as defined in the Project Schedule

Project Handoff/Closure

- ImageTrend will complete the Request for Acceptance Form showing that all project tasks have been completed for review and acceptance according the mutually established Acceptance Criteria
- Go Live
    - ImageTrend will begin providing support services, as contracted, at this point forward and in accordance with the Service Level Agreement

Period of Performance

ImageTrend will schedule development and communicate to Client the proposed Start Date and estimated Completion Date for the project once this Statement of Work (SOW) has been signed and returned. Client cooperation, change requests and other factors may affect the Completion Date. ImageTrend will work with the Client to communicate any changes to the project schedule that may alter the Completion Date.

Schedule of Rates

This Project is based on ImageTrend's standard hourly rate of: $125.00/hour.

Description	Hours	Total Cost
Application Design and Framework		
Setup in Applicable Environments (Alpha, Beta, Staging, Production, etc.)		
Development		
Interface		
Database Modifications		
Development Hours:		
Project Management		
• Planning, meetings, documentation, webinars		
Project Management Hours:		

SAMPLE

Testing		
• Testing within applicable environments (development, beta, alpha and live sites)		
• Review and revisions		
Testing Hours:		
Implementation/Deployment		
Implementation/Deployment Hours:		
Project Total:		

Mockups

Figure 1

Figure 1.2

Figure 2

Figure 3

ImageTrend Acceptance Procedure and Criteria

Acceptance Procedure

Customer Review and Acceptance

Acceptance of Deliverables

When ImageTrend has completed a Deliverable, ImageTrend shall forward such Deliverable to CLIENT with a Request for Acceptance Form. Acceptance of a Deliverable shall be based on its conformity to the Acceptance Criteria. Within ten (10) working days after CLIENT's receipt of such Deliverable, or as otherwise mutually agreed by the parties, CLIENT shall return to ImageTrend the Acceptance Form executed by CLIENT's project manager or shall forward to ImageTrend's project manager a written report requesting modification.

SAMPLE

Fees and Payment Terms

Total Cost: $_____

Terms:

- Upon acceptance of proposal, 50% of Total will be invoiced.
- Upon project completion, the remaining 50% of Total will be invoiced.
- Payment terms of net 30 days.
- This proposal is valid for 30 days.

Signature Page

Agreed to and Accepted by:

ImageTrend, Inc.

Client

By: _____

Name: _____

Title: _____

Dated: _____

SAMPLE

SARASOTA COUNTY

RESPONSE TO REQUEST FOR PROPOSAL #132568TM
FIRE AND EMERGENCY MEDICAL SERVICES REPORTING APPLICATION

TARA MCMAHON
PROCUREMENT ANALYST, MBA
TMCMAHON@SCGOV.NET
TEL: (941) 861-5129

DUE: OCTOBER 30, 2013 AT 2:30 PM

PREPARED BY: TRISHA MOLINE
IMAGETREND, INC.
20855 KENSINGTON BLVD
LAKEVILLE, MN 55044
952-469-1589
TMOLINE@IMAGETREND.COM
WWW.IMAGETREND.COM

IMAGETREND
RESCUE BRIDGE

TABLE OF CONTENTS

Table of Contents 2
Tab 1 – Introduction 3
Letter of Interest 3
RFP-Info Form 6
Immigration Status Affidavit 6
No Lobby Affidavit 6
Drug-Free Workplace Program Certification 6
Local Business Affidavit 6
Tab 2 – Experience 7
History of Firm 7
Resumes of Key Personnel 9
RFP-Qual Forms 14
Customer List 14
Functionality Questionnaire 17
Tab 3 – Project Approach 37
Tab 4 – Compensation 51
ImageTrend Price Breakdown 52
Tab 5 – Training Plan 56
Appendix 58

TAB 1 – INTRODUCTION

LETTER OF INTEREST

ImageTrend Inc. is pleased to present this response to the Sarasota County RFP #I132568TM for a Fire and Emergency Medical Services Reporting Application. The goal of procuring the best state-of-the-art Fire and EMS data collection and management system that incorporates both the NFIRS and NHTSA (NEMSIS Gold) data sets in support of collecting and reporting for both fire and pre-hospital incidents can best be accomplished with ImageTrend's **EMS Rescue Bridge**. Not only does this system provide data handling, but also it has extensive tools for turning this data into valuable and discernible information with its data analysis and reporting capabilities.

ImageTrend's emergency data management systems have been in operation since 2001 and have a history of collecting millions of EMS and Fire incidents. During this time the States of Minnesota, Alaska, Arizona, Colorado, Delaware, Georgia, Idaho, Indiana, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Mississippi, Missouri, Nebraska, New Hampshire, New Mexico, New York, Oklahoma, Rhode Island, Vermont, Virginia, Washington, Wisconsin and Wyoming as well as many services and individual users, have provided us invaluable information for product refinement and expansion. This has resulted in a solution that not only collects data, but also provides further features for electronic streamlined field data collection to eliminate redundancies and save time.

These systems combined have collected over 50,000,000 incidents via online run forms, data imports from disparate and legacy systems and from ImageTrend field collection systems. Thousands of satisfied users from hundreds of emergency services and all levels of the emergency user community will attest to the ease of use and responsiveness of the award-winning Emergency Data Systems (EDS).

Based on the success of ImageTrend's EMS products and the requests of our clients, ImageTrend developed the **Rescue Bridge**, <u>a unique combined fire/EMS reporting system developed upon one common platform for centralization and ease of use</u>. This system has been installed for several counties and services, as well as for the States of Minnesota, New Mexico, Nebraska, Washington and Oregon. Several smaller systems have been sold to municipalities. ImageTrend's **Rescue Bridge** is an advanced and comprehensive fire and EMS solution that accommodates enhanced information aggregation and exchange in a paperless environment. This secure Web-based system provides for complete and accurate incident reporting with staff and equipment management from anywhere at any time. Administrative efficiencies are available for statewide, regional or local levels through seamless integrations and continuous access from any internet connection.

The **Rescue Bridge** provides functionality for collecting and analyzing EMS and fire data, as well as additional modules for inventory management, staff training records, location information, hydrant information and inspections. The advanced Report Writer allows access to hundreds of standard reports as well as the ability to create ad hoc reports as needed. These reporting and query tools provide the user a way to turn data into valuable information. As an enterprise architecture each user is able to view, analyze and run reports on their specific data.

ImageTrend's expertise in Web applications and database solutions for many industries has been the groundwork for this dynamic system. This secure system conforms to HIPAA regulations through secure logins, hierarchical based password administration, audit trails and site monitoring and encompasses data validation checks at all levels.

The system's DataPort allows for data exchange with other software packages, systems and agencies via a variety of standards. EKG integrations with LifePak12 is this Physio Control, Philips and ZOLL are standard. Billing integrations with software (i.e. Ortivus, RescueNet, etc.) or services (ADPI, Digitech, etc.) have been delivered with most systems, as well as, CAD (Tritech, Motorola, etc.) integrations.

In conjunction with the Rescue Bridge, ImageTrend offers the **EMS Field Bridge** and **Mobile Fire Inspections** modules. The EMS Field Bridge, which when installed on the Tablet PC, makes mobile data collection easy with its pen-based entry, handwriting recognition and portability. This portability allows for installation in the emergency vehicles where the data can be entered as it happens, ensuring a higher accuracy and limiting redundant entries. This application can also be installed on any standard desktop or laptop PC, where the drop down menus, default run templates, power tools and automated narratives significantly reduce run form completion times. The **Rescue Bridge** also supports fire inspection duties with easy-to-use forms that store building inspection information and violation tracking. With the use of a Tablet PC, these forms can be completed during the inspection, document violations and capture needed signatures. This information is then immediately available for any incident that may occur. Linking information from inspections to incidents assists in decision making and implementing time-saving procedures, which increase preparedness.

The groundwork for this dynamic system was built through ImageTrend's expertise in Web applications and database solutions throughout many industries. This secure system conforms to HIPAA regulations through secure logins, hierarchical based password administration, audit trails and site monitoring and encompasses data validation checks at all levels.

As a product offering the **Rescue Bridge** solution provides you a risk-free solution with its proven track record. Our experience provides a basis of reference to ensure an implementation process that is attainable in the allocated time and within budget. ImageTrend's products and services, whether our premium hosting option or our project management, support and training will ensure a successful implementation. ImageTrend's successful implementations are dependent upon providing turnkey

processes often involving disparate systems. Please contact our references and ask them about us.

Since it is true that a picture is worth a thousand words, we would welcome any opportunity to demonstrate our offering to you in person for efficient and thorough understanding. This would give you the chance to not only view the solution, but to meet our enthusiastic and dedicated team as well.

Sincerely,

Michael J. McBrady
President

RFP-INFO FORM

The signed & notarized RFP-INFO Form has been included in the Appendix.

IMMIGRATION STATUS AFFIDAVIT

ImageTrend has submitted a notarized Immigration Status Affidavit as part of our eProcure Contractor profile.

NO LOBBY AFFIDAVIT

ImageTrend has submitted a notarized No Lobby Affidavit as part of our eProcure Contractor profile.

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

ImageTrend has implemented a drug-free workplace program and has submitted a Drug-Free Workplace Program Certification form as part of our eProcure Contractor profile.

LOCAL BUSINESS AFFIDAVIT

As a Minnesota based company, ImageTrend does not wish to be considered for local preference.

TAB 2 – EXPERIENCE

HISTORY OF FIRM

ImageTrend initiated as a software development company focused on "Making the Web Work for Business" by providing streamlined database-driven Web solutions. The company advanced this paradigm through its unique philosophy that combined a detailed understanding of their clients' business practices and applying the growing library of ImageTrend packaged Web solution components and products to rapidly create targeted, efficient Web systems. This enabled them to solve complex business issues, efficiently connecting businesses to their partners, employees and customers. Over the past 15 years, ImageTrend has grown in every aspect of its product development. The ImageTrend staff has grown from 2 employees to over 130 within this timeframe, and has collected over 50 million EMS related runs, becoming a leader and innovator in the EMS market.

ImageTrend's introduction into the EMS market came from the State of Minnesota, as they were searching for a cost-effective solution for the collection and management of EMS pre-hospital data. ImageTrend not only offered the EMSRB (Minnesota EMS Regulatory Board) a sophisticated database-driven solution, but expanded this explaining that a Web-based data entry possibility would provide their out-State services a straightforward, low cost opportunity for data entry. This provided a platform for 100% compliance with mandated EMS data reporting within Minnesota. Developing multiple data exchange methods (XML, Access, Formatted File, ODBC) gave services that were already collecting data electronically a means to move their data to the State and allowed them to choose the best method for their system. Since then the states of NE, MO, NH, ME, GA, WI, WA, NM, ID, MA, AK, MI, KS, OR, VT, MS, OK, VA, LA, WY, MD, KY, NY, CO, AZ, DE, RI and IN have selected the EMS State Bridge from ImageTrend for EMS statewide data collection.

After implementing MNSTAR, ImageTrend developed further products designed to meet the needs of the emergency community. One of these was the **EMS Field Bridge**. The EMS Field Bridge can be installed on desktop, laptop and Tablet PCs and give the application the mobility needed for not only acceptance, but efficiency. The EMS Field Bridge collects data in the field as it happens and seamlessly posts run data to the Rescue Bridge with one click, using XML and Web services. ImageTrend extended the Field Bridge to support Apple's iPad 2 and new, Google Android 4.0 and new, Kindle Fire, Windows 8 and Mac, in addition to the traditional Windows-based operating system. The **Field Bridge Xpress** offers lightning-fast performance and the secure local database storage is built with top-end security specifications which allows the application to be operated remotely while disconnected from wireless networks.

The Rescue Bridge provides for centralized administrative functionality as a database-driven Web application. This application has been successfully implemented in small, medium and large service organizations, providing a solution that meets the needs of the persons collecting the data and completing billing submissions. To date over 45,000,000 incidents have been documented and stored utilizing ImageTrend Bridge products. The newest version 5.0 of the Field Bridge and Rescue Bridge are making this the product of choice for large cities and services throughout the nation, like Collier County, FL, Orange County, CA, Lee County FL, Kansas City KS, Nashville, TN, Seminole County, FL, San Diego CA, Advocate for Good Samaritan Hospital IL, Ventura County, CA, Jackson Hole WY, Anchorage AK, ICEMA, CA, and many others.

ImageTrend's Rescue Bridge is the only unique offering that includes both Fire and EMS data collection, aggregation, reporting, and integrations on one interoperable platform. The solution provides easy visual interactive assessment, Mapping, GPS, wireless connectivity support, and rapid entry with pen and touch screen options. The Field Bridge accommodates an unlimited number of users to properly equip the County's vehicles and services.

ImageTrend's growing reputation in the EMS market brought input for other system needs addressing many facets of emergency related data requirements. Thus ImageTrend began developing systems for its Emergency Data Systems (EDS) group. One of these systems is the **Patient Registry**, which was initially designed as a trauma registry and has now been expanded to include stroke, STEMI and burn registry functionality all in one system. The **Resource Bridge** was developed to accommodate hospital diversion status and resource allocation on a regional, county or statewide level. Emergency communication and alerting functions allow for immediate notifications throughout the system and via email, phone and pager providing for timely communications to multiple locations simultaneously. **Patient Tracking**, a component of the Resource Bridge, connects first responders, hospitals and the patients' family members with critical and up-to-date information. Each patient is tracked through first contact, transport, destination arrival and family reunification. As a statewide installation these can be stand-alone systems or installed as a component of the **Rescue Bridge System**. All of these systems are designed on the ImageTrend interoperability platform to support efficient seamless data integrations where required.

ImageTrend's quality services and product offerings, along with a customer-intimate approach to business, have created a strong reputation for excellence. Our staff includes certified professionals experienced in software development, system configuration, implementation and support, training and project management. Every solution is assigned a team as needed to meet goals within contracted timelines and budgets.

We select professionals based on education and skill sets and have also recently implemented the Gallop Strengths Finder concept and have found this beneficial in building teams. ImageTrend supports further education by providing internal classes on coding, quality and process practices to ensure product consistency and quality. In addition, through gold partnerships with Adobe and Microsoft, we offer further education and certification as specified by these corporations and have several certified individuals on staff.

Over the past 15 years ImageTrend has grown from two to over 130 employees. The current fulltime staff at ImageTrend includes:

Sales: 9 Staff Members
Support/Training: 25 Staff Members
Management/Operations: 20 Staff Members
Designers: 3 Staff Members
Programmers/Developers: 75 Staff Members
Interns: 5 College Interns

Below are some of ImageTrend's full-time key personnel for the {Product} that are client-facing. All of the following personnel work at ImageTrend's corporate office located in Lakeville, MN. We have not listed the many developers associated with the design and development of this product most of whom have been with the company over 7 years each.

Mike McBrady

Phone: 952-469-6212
Cell Phone: 612-598-6800
mmcbrady@imagetrend.com
Title: President and CEO
Education: BFA, University of Minnesota
MS, U of M & Winona State University

Background: Mike has been involved in the planning, architecture, and execution of software development for over twenty years. He has successfully engineered projects for a variety of platforms that address

business issues from across the spectrum of business, both private and public.

His unique blend of talent has enabled him to become a keynote speaker at events such as IBM's Global Supply Chain Management Conference and MAPICS International Convention.

Projects: Cargill, Honeywell, Ag-Chem, EMSRB EMS Data Collection System for the State of Minnesota, e-NARSIS EMS Data Collection System for the State of Nebraska, Ambulance Reporting Software for the State of Missouri, TEMSIS for the State of New Hampshire, WARDS, State of Wisconsin Ambulance Reporting System, GEMSIS for the State of GA EMS reporting, EMS State Reporting System for Maine, MN Dept of Revenue, Reebok, Russell Athletic, HealthEast Hospitals, MN Dept. Children, Families and Learning, 3M, Ironwood Electronics, MetaFarms, McNeilus Trucking, Peerless Chain, University of Minnesota, First Comp Insurance, Lakes Region EMS, Good Samaritan EMS System, Columbus Regional Hospital IN, City of Oceanside CA, City of Lansing MI, Warren County MO, Dakota County Consortium MN

Michael Patock

Phone: 952-469-6213
Cell Phone: 612-599-5576
mpatock@imagetrend.com
Title: Senior Director of Development
Education: BS, Minnesota State University, Mankato, MN
Certifications: Microsoft Certified Professional, Macromedia ColdFusion MX Developer

Background: Michael is an experienced software engineer with a strong background in product and custom application development and database design. He has successfully lead teams through full life cycle projects from specification to final acceptance. Software expertise includes ColdFusion, C/C++, SQL, ASP.Net, Visual Basic, DHTML and HTML. Database experience includes SQL Enterprise, Oracle 8i, and Access.

Projects: EMSRB EMS Data Collection System for the State of Minnesota, e-NARSIS EMS Data Collection System for the State of Nebraska, Ambulance Reporting Software for the State of Missouri, State of Wisconsin Ambulance Reporting System, GEMSIS for the State of GA EMS reporting, MN Dept. of Children, Families and Learning, Ironwood Electronics, MetaFarms, ExpressPoint, Verified Credentials, Medtronic, HealthEast Hospitals, ALF Ambulance, Lakes Region EMS, Good

Samaritan EMS System, Columbus Regional Hospital IN, City of Oceanside CA, City of Lansing MI, Warren County MO, Dakota County Consortium MN, WEMSIS and many more

Joe Graw

Phone: 952-469-3785
Cell Phone: 612-598-1389
jgraw@imagetrend.com
Title: Director of Implementation and Support
Education: MBA, Hamline University; BS, St. Cloud State University

Background: Joe began his career with ImageTrend as a Web applications developer with experience in ColdFusion, HTML, Visual Basic, MS SQL Server and MS Access. His growing product knowledge and understanding have made him an EMS State and Service Bridge product development expert, as well as the Project Manager for the State of Missouri system.

Projects: EMSRB EMS Data Collection System for the State of Minnesota, Verified Credentials, MN Dept. of Health, Medtronic, e-NARSIS System for the State of Nebraska, and MARS EMS System for the State of Missouri, TEMSIS for the State of New Hampshire, MEMS for the State of Maine, Lakes Region EMS, Good Samaritan EMS System, Columbus Regional Hospital IN, City of Oceanside CA, City of Lansing MI, Warren County MO, Dakota County Consortium MN, WEMSIS and many more

David Zaiman

Phone: 952-469-6206
dzaiman@imagetrend.com
Title: Sales Manager
Education: Bachelor of Science, Advertising and Marketing, University of Wisconsin-Madison; Paramedic Certification, Century College, White Bear Lake, MN

Background: David has been working in the emergency medical field for over 20 years. He has worked at ImageTrend for seven years, bringing his vast experience with EMS and sales and marketing. He has served as project manager for trauma, resource and state implementations. David coordinates the EDS sales team and builds strong customer relationships.

Projects: State Bridge, Service Bridge, Field Bridge, Trauma Bridge, Rescue Bridge, Stroke/STEMI, Resource Bridge and Patient Tracking implementations; State Bridge and Resource Bridge User Group Meetings

Kevin Fink

Phone: (952) 469-1589
kfink@imagetrend.com
Title: Account Executive
Education: BS, Business Administration, University of Wisconsin-Stout

Background: Kevin has been working in the technology and website development industry for over 10 years. Kevin's knowledge and experience spans the technology industry through business consulting for the reallocation of resources from traditional processes to online technologies in the areas of medical data systems, fire records management, license management and human resource solutions as well as delivering measurable results via websites, search engines, social channels, mobile and video.

Projects: Technology and Web site development with 7-Eleven, Tenet Healthcare, Texas Health Resources, Schlumberger, Shell Oil, Blockbuster, Lee County FL, Collier County FL, Seminole County FL, Hernando County FL, University of Southern Maine, Okland Construction Co. University of Georgia System.

Justin Dillard

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jdillard@imagetrend.com
Title: EMS Training/Support Specialist
Education: B.A. Benedictine University, IL
Certifications: State of Illinois EMT-P, CCEMT-P, ACLS, PALS, NRP, PHTLS, CPR, Illinois firefighter II, Hazardous Materials Awareness

Background: Justin has a strong background in the fire service and EMS. He has worked as a critical care paramedic and firefighter in the Chicago suburbs for the past six years. Justin has experience managing EMT/paramedics, along with teaching public education. Recently, he finished his bachelor's degree in Management. Justin's real life experiences in emergency medicine and customer service heighten ImageTrend's ability to best understand and serve our clients' needs.

Projects: Dakota County, Oregon State EMS, Minnesota State Fire Reporting, Oregon State Fire Reporting, Illinois EMS Region IX

Dan Vanorny

Phone: 952-469-6229
dvanorny@imagetrend.com
Title: Development Manager
Education: BA (Cum Laude), Gustavus Adolphus College

Certifications: Microsoft Certified Solution Developer (Microsoft.NET), Microsoft Certified Application Developer (Microsoft.Net), Microsoft Certified Professional

Background: Dan has been designing, developing, and implementing web-based and Windows-based applications for over ten years. His main area of expertise lies with Microsoft.Net technologies and Microsoft SQL Server. He has extensive knowledge of C/C++, Visual Basic, C#, ASP/ASP.Net, Javascript, VBScript, HTML/DHTML, IIS, SOAP, MS Access, and MS-SQL/T-SQL.

Projects: AGCO, Ag-Chem, EMS Field Bridge, Protocol Manager (Dakota County Public Health), Resource Bridge Dashboard (MN and WI), EMS Mobile Bridge, Oceanside, PDA applications, Rescue Bridge

RFP-QUAL FORMS

ImageTrend has included the RFP-Qual forms in the *Appendix*.

CUSTOMER LIST

ImageTrend has completed the Customer List Form for the clients in Florida that are using the Rescue Bridge and Field Bridge which are proposed in this response. This has been included in the Appendix. We've also included a list of Current Rescue Bridge Clients below. ImageTrend's policy is to contact clients prior to giving their reference information. If the County would like to contact any of the clients listed below, ImageTrend can provide contact information upon request and approval of the client.

Current Rescue Bridge Clients	
Ovid Middlebury Emergency Services	Nichols Joint Fire District
Fredericksburg Fire Department	Augusta County Fire & Rescue
Green Mountain Falls Fire	Oceanside Fire Department
West Boylston Fire Department	La Vista Fire Department
Stowe Department of Emergency Services	Port Crane Fire Co. Inc.
Nikiski Fire Department	Northview Fire Department
Burnsville Fire Department	South Shore Fire Dept (Mount Pleasant Fire Dept)
Fairview Fire Department	Ventura County EMS Agency
City of Brookfield Fire Department	Village of Palmyra
Syracuse Fire Department	Windsor Fire Company, Inc.
Seminole County	Merrill Fire Department
Confire JPA	Southampton Fire
Wisconsin Rapids Fire Department	Collier County EMS
Shenandoah County Department of Fire and Rescue	Stevens Point Fire Department
Henrico County Division of Fire	Owego Fire EMS
City of Memphis	Longmeadow Fire
Prairie City Ambulance	Upton Fire
City of Norwich Fire Department	Fauquier County Dept of Fire, Rescue & Emerg. Mgmt.
Sable Altura Fire Department	Riverdale Fire Department
Yarmouth Fire Department	Granby Fire Department (MA)
Huxley Fire and Rescue	Big Sandy Fire Protection District
New Orleans EMS	Spillman Technologies, Inc.
Lake Havasu City Fire Department	Oviedo Fire Department
Rio Rancho Fire Dept	City of Binghamton Fire Department

Clarke County	Franklin County Public Safety
Life Technology	Ochopee Fire Department
City of Lynchburg Fire Department	DeSoto County Fire and EMS
Newport News Fire Department	West Colesville Fire Co. Inc.
Lagrange Fire and Rescue	City of Hillsboro
Spencer Volunteer First Aid Squad	City of Steamboat Springs
City of Staunton Fire and Rescue	Johnson City Fire Department
Harpur's Ferry Ambulance	Martinsville Fire & EMS (VA)
Apache Junction Fire District	City of Ontario
Weltonville Volunteer Fire Company/Candor Fire District	La Porte City Fire Rescue
City of Mequon Fire Department	Deposit Emergency Squad
Bullhead City Fire Department	Brewster Fire Department
Grandview Fire Department	Kiowa Fire Protection District
Nashville Fire Department	Wellfleet Fire
Essex Fire Department	Suffolk Fire & Rescue
Gilpin Ambulance	Monroe Fire & Rescue
South Salt Lake Fire Dept	Cambridge Rescue Squad
City of Fort Myers Fire Department	Chesapeake Fire Department
Homer Volunteer Fire/EMS Department	Elizabeth Fire Protection District
Caroline County Dept of Fire & Rescue	Naples Fire-Rescue Department
Pueblo Rural Fire	Susquehanna Regional EMS Council, Inc. (SREMS)
Delta Charter Township	Webster Groves FD
Dow City Area Fire Rescue	West Jordan Fire Department
Dane County EMS	Accomack County Department of Public Safety
Botetourt County Fire & Rescue	Mountain View Fire Department
EMS Medical Billing	Owego Southside Fire Department
Bennett Fire Protection District #7	Bristol Fire Rescue
Sergeant Bluff Fire & Rescue	Triangle Medical Response Team
Tioga Center Fire Department	Isles of Capri
EMS Management & Consultants (GA)	Kenai Fire Dept
James City County Fire Department	Lone Peak Fire District
Kirkwood Fire Department	Warren County Fire Rescue
Worcester Fire Department	Ogden City Fire Department
South Ogden Department of Public Safety	Golden Gate Fire Control and Rescue District
Kenai Peninsula Borough	Chenango Fire Company Inc.
Plain City Fire Department	Colfax Fire Department
Columbia County Fire and EMS	Elbert Fire Protection District
Grand Island Fire Department	Monson Fire Department

Roberts-Warren Fire Dept	Bluffdale Fire Dept
Campville Fire Department	Louisa County Department of Fire and EMS
Hillcrest Fire Company Inc.	State Center EMS
Longwood Fire Department	Bainbridge Fire District
Estacada Fire	Strasburg Fire
City of Beloit Fire Department	Weber Fire District
Salem Fire & EMS Department	Port Dickinson Fire Department
Eastham Fire Department	Broken Arrow Fire Department
City of Middletown, Division of Fire	City of Danville (VA)
Pottawattamie County EMS Association (IA)	City of Milford Fire Department
Sanitaria Springs Fire & Med.	Hernando County Fire Rescue
Greenville Fire Rescue	City of Madison Fire Dept
Union Center Fire Co. Inc.	Endicott Fire Department
City of Westland Fire Department	Grandview Fire Department (IA)
South Metro Fire	Virginia Fire Department - MN
City of Oshkosh Fire Department	Pueblo West Fire Department
Chesterfield Fire and EMS	McMillan Volunteer Fire Department
Conklin Volunteer Fire Department	City of Marco Island
Brigham City Emergency Fire Department	East Naples Fire Department
Goffstown Fire Department	Bernard Rescue
Roy Fire And Rescue Department	Central Emergency Services
Limestone Twp Fire & Protection District	Cache County / Logan City Ambulance Service
Columbus Fire and Emergency Medical Services	Casselberry Fire Department
Apalachin Fire Department	Park City Fire Service District
Goochland County Fire - Rescue Department	Broome County Office of Emergency Services
Sandy City	Indian Hills Fire & Rescue
State of Alaska, EMS Unit	Five Mile Point Fire Company Inc.
Lisle Medical Emergency Team	Inland Counties EMS Agency
Rockingham County Dept of Fire & Rescue	Roanoke Fire-EMS
Cotuit Fire District (MA)	South Whidbey Fire/EMS
Eau Claire Fire Dept	Camp Verde Fire District
Sandoval County	Teton County Government

FUNCTIONALITY QUESTIONNAIRE

Item	Functionality	Y/N	Comment
1.	The proposed system needs to already exist and have a proven track record of client satisfaction. (Section 1.1) **(REQUIRED)**	Y	ImageTrend's emergency data systems (EDS) have been in operation since 2001 and have a history of collecting millions of EMS and Fire incidents. During this time, **30 States** have selected ImageTrend for the statewide data collection needs. ImageTrend's EDS systems combined have collected over 50,000,000 incidents via online run forms, data imports from disparate and legacy systems and from ImageTrend field collection systems. Thousands of satisfied users from hundreds of emergency services and all levels of the emergency user community will attest to the ease of use and responsiveness of the award-winning Emergency Data Systems (EDS).
2.	System must capture all patient care, fire reporting and run related data in an electronic format. (Section 1.2.1) **(REQUIRED)**	Y	The Rescue Bridge, Field Bridge and Mobile Fire Inspections support electronic data capture of all patient care, fire reporting and run related data.
3.	The software needs to be web-based and its capabilities will need to be comprehensive enough to allow the department to go paperless, ensuring all data, including signatures can be captured prior to the report being closed and sent to the database. (Section	Y	The Rescue Bridge is designed specifically as a Web-based system and will allow the department to go paperless. The Field Bridge form replicates a paper patient care report

	1.2.2) **(REQUIRED)**		(PCR) with all fields for data collection, supporting full data collection before syncing to the Rescue Bridge. Many features for simplifying data entry are standard. These are quick pick lists, defaults, electronic signatures, and most importantly an automatic narrative.
4.	System must accommodate the entry of data even if not connected to the internet. Data should download to the server once connection is established. (1.2.3)	Y	The Field Bridge offers 100% of functionality available without an internet connection. Once a connection is reestablished, data can be synced to the Rescue Bridge.
5.	System must provide a user-friendly interface for completing Patient Care Reports to include a body image graphical interface, mileage capture, signature capture, and assessment tools. (E.g. Glasgow Coma Scale, Rule of Nine Burn Assessment, etc.). (Section 1.2.4) **(REQUIRED)**	Y	ImageTrend systems are developed on a common architectural platform and using the same user interface and navigation for ease of use and learning. Tabs, quick arrows, drop down boxes, powertools and more help guide users through ImageTrend's systems, making it easy to learn and understand. The system includes a body image graphical interface, mileage capture, signature capture and assessment tools.
6.	System must be capable of customizing data field and data field names and still maintain National Emergency Medical Service Information System (NEMSIS) and Florida EMS Tracking and Reporting (EMSTARS) compliance. (Section 1.2.5) **(REQUIRED)**	Y	ImageTrend's Layout Editor is used to configure client-based Field Bridge and web-based Dynamic Run Form. The Layout Editor allows the run forms to be configured to the exact needs and specifications of the individual service. Tabs, panels or fields can be moved, added or deleted, creating a run form to meet the needs

			of each service for data reporting. Other configurations include the ability to change labels, inactivate fields, change the width/height of fields and change the position of labels. There are several other configurations to allow for quicker and easier data entry. Multiple run form templates can be created for different situation - for example, a run form for cardiac arrest calls and another for cancelled calls. Default values can be added into most of the fields, this is based on template type so a Cancelled call may have different defaults than a Scheduled Transport.
7.	System must be highly configurable to meet current and future needs without extensive software customization. This should optimize both the ability of the vendor to provide long-term support and the flexibility to implement future upgrades and enhancements to the product. (Section 1.2.6) **(REQUIRED)**	Y	The system is fully configurable; allowing each service to set up the State Bridge to most effectively fit their data collection needs. The open, scalable architectural design allows for system configuration to exact specifications, as well as further implementation so that existing systems can be upgraded and will not require replacement. In the Active Protocol, national and service protocols can be set up and displayed as an action checklist, allowing easy access to specific power tools (i.e. vitals, IV, etc.) needed for each assigned protocol. The data types that the EMS Field Bridge currently captures are based on

			what the manufacturer export, which are configurable through an administration screen. In addition, system administrators have the ability to create Service Defined Questions. Service Defined Questions are centrally administered via the State Bridge to the Field Bridge. Furthermore, Service Defined Question responses are data based and can thus be reported on. Administrators can add and edit any service defined questions needed for reporting.
8.	System must use the Windows 7 operating system (at a minimum). (Section 1.2.7) **(REQUIRED)**	Y	The system can be operated on Windows 7.
9.	System must have and maintain compatibility with current National Fire Information Reporting System (NFIRS) reporting requirements. (Section 1.2.8) **(REQUIRED)**	Y	Rescue Bridge is NFIRS 5.0 Compliant which expands the collection of data beyond fires to include the full range of fire department activity on a national scale. ImageTrend will maintain compliance.
10.	System must maintain a Gold Standard rating with the National Emergency Medical Service Information (NEMSIS) and support HL7 language for data export and transfer. (Section 1.2.9) **(REQUIRED)**	Y	ImageTrend is NEMSIS gold compliant and based upon the most current version of the NHTSA data set, which is Version 2.2.1. ImageTrend is committed to supporting the national data set. We understand the importance of a national data set and its positive impact on convenient data exchange and the potential role that EMS data plays in improving health care. As such, we have Gold Vendor Compliance Certification.

			ImageTrend has been working with HL7 for number of years with exporting pre-hospital data to send to hospital systems. Being an active participant in the federal NEMSIS 3 initiative we have collaborated with the NEMSIS TAC and support of the HL7 adoption for the NEMSIS 3 standard. We believe this will be a big step for pre-hospital data being able to move seamlessly between hospital systems and play a bigger role in the continuum of care for patients. We currently have initiatives under way to exchange bi-directional data between HIE's (Hospital Integration Exchange) and our systems. This includes extending outcomes and billing information back to EMS providers and building a future data exchange for community paramedicine. Currently Patient Tracking data can be populated with NEMSIS 2 data files. As we expand in the future, this offering will encompass a deeper integration with HL7 files formats as well.
11.	System must be verified EMSTARS compliant and able to forward data automatically and electronically to the Florida Department of Health secure website. (Section 1.2.10) **(REQUIRED)**	Y	ImageTrend is submitting data to EMSTARS for several clients.
12.	System must have comprehensive quality assurance and quality improvement (QA/QI) report writer for the department	Y	The QA mechanisms in the Rescue Bridge go beyond validity, and allow

	to write, schedule, and automatically flag report data that may have protocol violations identified and alert select members of the QA/QI committee. (Section 1.2.11) **(REQUIRED)**		services and Medical Directors to track, review and comment on all incidents within their service. To start, the system contains numerous standard QA reports that allow services to review and quickly determine the quality of runs being entered by their emergency technicians. Additionally, each run can be assigned a status. This list is dynamic, and can be added to or modified at any time. This may include statuses for: In Progress, Completed, Submitted for Review, Needs Review, Reviewed/Sign Off, Billed, etc. User can search and report on status of all runs. If a run is determined to need follow-ups with emergency personnel, the medical director or other service administrators can record a note with a run. They can identify the specific individuals to send the note to. Users are automatically notified upon entering the system that they have unread notes. These correspondences are tracked within the system with no limits on the number of notes attached to the run, for ease of review by the administrator or the Medical Director. Users with unread notes can reply to these just like email.

			The QA/QI module has the following additional features available: • Dynamic grid view of incident records available for review. • Ability to assign multiple users and a status to incidents under QA/QI review. • A new QA/QI Review run form template type to dynamically customize QA/QI data layout. • Ability to create a dynamic list of QA/QI questions. These questions will be available in the Layout Editor. • QA/QI Report Writer dataset for enhanced reporting. Within the Service Bridge QA/QI module, the Review page displays all QA/QI review incidents based on the view criteria specified, such as cardiac arrest, non-transports, high risk procedures, etc. Users are able to click directly into an incident and information will display in their QA/QI run form template format. This page supports bulk actions for Assign for QA/QI and Remove from QA/QI Review. In addition, runs can be locked from editing to maintain the integrity of runs that have been submitted or billed.

			Administrators have the ability to lock or unlock runs at any time. This can also be set on a schedule. For example, all runs older than 7 days are locked automatically by the system.
13.	System's report viewer must include drill-down capabilities and allow report writer and administrative level report modifications. System must have Ad-hoc report writing capabilities that has access to all data fields in the system. (Section 1.2.12) **(REQUIRED)**	Y	ImageTrend's Report Writer allows users to dynamically create, display, and store standard as well as ad hoc reports. With over 100 standard reports and the ability to create ad hoc reports as needed, the Report Writer offers expanded reporting and data analysis capabilities. Reports can be scheduled on regular intervals and supports distribution via email to a pre-determined list of recipients.
14.	System must be capable of including the migration of the department's current and historical data to be compatible with the new software and allow for historical reporting of same. The existing database is on SQL2008R2 and was generated by Documed Systems International Software (EMS Pro 4.1). (Section 1.2.13) **(REQUIRED)**	Y	ImageTrend's goal in any solution is to streamline data flow and maximize data usage. We have developed and performed many data conversion plans, which require a Statement of Work to ensure complete understanding and definition for the plan for converting data between disparate systems. Systems standardized on NEMSIS v2.2.1 and NFIRS 5.0 reduce conversion difficulties and reduce costs. Some of the important aspects of a good data conversions strategy are understanding how and if the data will be used once it is converted, whether the old system database can be retained or if summary data is available for the

			old system, and if the new system has the same data fields available as the old system? To accomplish this we have a team that thoroughly investigates the existing data and requirements and develops a data conversion plan for those instances when a singular import of existing data into the new database is required. In these instances the file import method, dataport technology and accurate mapping are the keys to success. These interfaces will be fully reviewed for implementation requirements, after which a detailed implementation and acceptance will be presented. Even in the case of standard interfaces, ImageTrend reserves the right to fully review all requirements, as it has been our experience that even standard products from vendors often have variances that may not be thoroughly documented. Every client has a unique set of interfaces that define their system and configuration, therefore not all interfaces may be available for their specific versions. Even if we do not have a specific integration available, as integration experts we fully understand the issues involved and will prepare a

			detailed plan for successful implementation within reasonable timelines. ImageTrend has experience in importing legacy data from various systems. ImageTrend has two methods for data import. ImageTrend can provide the client with a workbook which the client fills out for import into the system. This import is included at no cost and will bring in the occupants, hydrants and streets/highways. The other option is a custom import which would be based on a Statement of Work at ImageTrend's standard development rate. This import is utilized to bring in additional legacy data including inventory, training and activities and inspections.
15.	System must allow easy access to the data for report and query generation without the need for a programming specialist. (Section 1.2.14) **(REQUIRED)**	Y	ImageTrend's Report Writer allows users to dynamically create, display, and store standard as well as ad hoc reports. With over 100 standard reports and the ability to create ad hoc reports as needed, the Report Writer offers expanded reporting and data analysis capabilities. Reports can be scheduled on regular intervals and supports distribution via email to a pre-determined list of recipients.
16.	System must interface with Physio-Control Lifepak equipment that will allow all available data to transfer from the Lifepak	Y	ImageTrend currently integrates with Physio Control cardiac monitors. The

	12 and Lifepak 15 equipment to the appropriate data field of the PCR via a blue-tooth connection. (section 1.2.15) **(REQUIRED)**		data types that the EMS Field Bridge currently captures are based on what the manufacturer exports (these are configurable through an administration screen). These include: 12-Lead Analysis, Defibrillation, ETCO2, Heartrate, Invasive blood pressure, Noninvasive blood pressure, Respiratory rate, and SPO2. Each entry is imported and saved as a new entry within the Vitals/Treatments section of the EMS Field Bridge, which also appears on the PCR. In addition, the original manufacturer file is dynamically saved as an attachment in the specific incident. This allows the end-user to be able to view six-second waveform strips, as well as related waveforms for each vitals record at any time in the future. These can also be synced up to the Rescue Bridge for viewing at any time using the manufacturers' code reviewing software. Provided there is sufficient connectivity, the EMS Field Bridge can post the ePCR including all EKG information to the Rescue Bridge, where the Hospital Dashboard of the Rescue Bridge allows for receiving facilities to securely view, analyze and

			run reports on the specific data related to patients delivered to their facilities.
17.	System must be a single platform for all modules (Fire and EMS) and automatic cross populating of common data fields to eliminate the need for duplicate entry. (Section 2.2.16) **(REQUIRED)**	Y	ImageTrend's Rescue Bridge is the only unique offering that includes both Fire and EMS data collection, aggregation, reporting, and integrations on one interoperable platform.
18.	System must accommodate the attachment of photos, scanned documents, voice recording files, and other file formats. (Section 1.2.17) **(REQUIRED)**	Y	Attachments can be added to incidents in any format.
19.	System must be able to transfer all NFIRS data fields automatically and electronically to the state of Florida fire regulating agency. (Section 1.2.18) **(REQUIRED)**	N	The data transfer is not automatic.
20.	System must be able to import data from Intergraph computer aided dispatch (CAD) version 9.11 and integrate the data into related areas of fire and EMS reports. (Section 1.2.19) **(REQUIRED)**	Y	ImageTrend has successfully completed more than 60 CAD integrations with over 30 different CAD vendors, including Intergraph, for both Fire and EMS systems. Data is imported into the appropriate areas of fire and EMS reports.
21.	System must include an automated and secure billing interface that allows the data captured to be properly formatted and forwarded electronically to a third party medical billing entity, such as, but not limited to, Intermedix using an FTP protocol. (Section 1.2.20) **(REQUIRED)**	Y/N	The system can be configured with XML billing data files for integration with standard billing software packages. However, the export is not automatic. The billing information tracking consists of insurance, authorization, waiver of liability, record of belongings, HIPAA consent, and emergency admission. Billing information is entered through a series of text prompts, radio buttons and checkboxes. The Authorization for Billing, Waiver of Liability,

			Emergency Admission, and HIPAA Consent panels allow a user to sign his/her name using a Tablet PC.
22.	System must allow system administrators to configure security to allow the receiving facilities such as, but not limited to, hospital emergency departments secure, webbased access to the entire PCR of patients that were transported to their facilities. (Section 1.2.21) **(REQUIRED)**	Y	**Security Settings** The application employs a hierarchical based password administration as a series of group policies to control application entry and level of access within the application. With the system administrator being the highest level of security, groups can be created below that to encompass all other group needs. Permission and rights are governed by the ability of what the user can see and do. Service administrators can control and edit all the functions with their own service. Service users have the ability to edit and view their own information. **Hospital Dashboard** One of the popular features available for the Rescue Bridge is a Web-based Hospital Dashboard, which provides for online viewing of the EMS pre-hospital patient care report. The application can be accessed from any browser using the appropriate permissions, so that searching and viewing data can be accomplished from any computer with internet

			access. This module makes the system available to all necessary persons from anywhere and at any time. The security module ensures patient data privacy by allowing each hospital ***access to only those PCR's of patients delivered to that facility***. Once an authorized individual has logged in using the hospital access code, a run history is available for all incidents delivered to that facility. Clicking the PDF icon will open the completed PCR for viewing. The PDF can also be downloaded and saved locally for reuse and inclusion in hospital records as attachments.
23.	System must have the capability to synchronize previous patient record information from the database to the field personnel. Once patient identity has been confirmed and accepted by the field personnel, all related data fields should automatically populate. (Section 1.2.22) **(REQUIRED)**	Y	The Field Bridge and Rescue Bridge allow system users to search for repeat patients by name, address or social security number. Demographic information, next of kin, past medical history, medications, allergies and billing information from repeat patients will automatically be populated into the new run form, eliminating redundant data entry and making documentation more efficient. Additionally, the repeat patient database on the Field Bridge is synchronized each time a run is posted so all units have the same list. Therefore, if a different unit treats

			the same repeat patient the most updated information will be available.
24.	The proposed system must be designed to provide 99.9% availability of the application and database, inclusive of scheduled and unscheduled maintenance, as measured on an annual basis. There can be no loss of data. To bridge the maintenance windows the data should be queued and loaded when the system is available. There should be regularly scheduled database backups on a frequency to be determined and be supported by a disaster recovery plan. (Section 1.2.23) **(REQUIRED)**	Y	ImageTrend's hosting environment provides 99.9% availability and is comprised of state-of-the-art Blade Servers and SAN storage that ensure this with software and infrastructure virtualizations, blade computing redundancies and backup storage policies. Our data center service is recognized by Microsoft as being in the top 100 of their "Top Tiered Hosting Partners".
25.	System must integrate with existing mobile laptop units. Laptop specifications: Panasonic Toughbook CF-19, Windows 7, Intel Core i5- 540UM, 1.2 GHz, vPro, 10.4 inch XGA Dual Touch, 160 GB, 2GB, Intel Wi-Fi a/b/g/n, TPM, Blue-tooth, Dual Pass. (Upper:WWAN/Lower:WLAN), Emissive Backlit Keyboard, no drive. (Section 1.2.24) **(REQUIRED)**	Y	The Field Bridge will work on these laptop units.
26.	System must be compatible with 3G, 4G, Long Term Evolution (LTE) and future generations of wireless network connectivity. (Section 1.2.26) **(REQUIRED)**	Y	
27.	System must allow dynamic and custom "Required Fields" based on other data captured within the PCR. (Section 1.2.27) **(REQUIRED)**	Y	The Rescue Bridge is customizable to the Client's needs. System administrators have the ability to create Service Defined Questions. Service Defined Questions are centrally administered via the Service Bridge to the Field Bridge. Administrators can add and edit any Service Defined Questions needed for reporting. In the Active Protocol, national and service protocols can be set up and displayed

			as an action checklist, allowing easy access to specific powertools. These protocols can be set up and displayed by the Administrator.
28.	System must be designed such that all patient information transfers must be sufficiently secure as to be Health Insurance Portability and Accountability Act (HIPAA) and Protected Health Information (PHI) compliant. (Section 1.2.28) **(REQUIRED)**	Y	These secure systems conform to HIPAA regulations through secure logins, hierarchical based password administration, audit trails and site monitoring and encompasses data validation checks at all levels.
29.	System must have the ability to build custom billing audit reports. (Section 1.2.29) **(REQUIRED)**	Y	The Report Writer supports the ability to build ad hoc reports. Depending on the data required in the billing audit reports and whether the client requests to have ImageTrend create the report, additional fees may apply.
30.	System must have open data fields available that can be easily configured for SCFD specific data acquisition (e.g. "Patient Homeless" checkbox, etc.). (Section 2.2.30) **(REQUIRED)**	Y	Service Defined Questions can be used to capture additional data.
31.	Software must allow the ability to collect electronic signatures and store them in a retrievable and verifiable format. (Section 1.2.31) **(REQUIRED)**	Y	Electronic signatures can be captured with the EMS Field Bridge and Field Bridge Xpress applications. The Authorization for Billing, Waiver of Liability, Emergency Admission, and HIPAA Consent panels allow a user to sign his/her name. Other signatures can include the Patient, Parent/Guardian, Peace Officer, Witness, Technician, Hospital/Receiving Agent, and the Medical Control/Physician. Signature panels can be edited by the system administrator to meet the specific needs of the agency.

32.	Software has the ability to scan magnetic data strips or barcodes (including pdf 417- for example driver's licenses) to import patient demographics. (Section 2.1) **(PREFERRED)**	Y	With the use of compatible hardware, users can scan magnetic data strips from driver's licenses and ID cards to import patient demographics.
33.	Reports have a customizable "auto-narrative". (Section 2.2) **(PREFERRED)**	Y	The auto-narrative provides a summary of the current incident in paragraph format. This is a compilation of all entries for the incident. The text can be manually edited and saved with Word processing functions for additional information. The narrative can be manually regenerated as well.
34.	System allows the import of staffing data from Telestaff Version 2.81.1 to related areas of fire and EMS reports. (Section 2.3) **(PREFERRED)**	Y	ImageTrend can perform an integration with TeleStaff and has completed them for several of our clients.
35.	Contractor hosted solution is preferred; however, Sarasota County will entertain vendor hosted or locally hosted solutions. (Section 2.4) **(PREFERRED)**	Y	ImageTrend is offering a vendor hosted solution in our response. Additional pricing models can be provided upon request.
36.	Contractor has a product enhancement strategy that factors in customer needs, without reliance solely upon software customization. (Section 2.5) **(PREFERRED)**	Y	We encourage our clients to participate in our User Voice surveys for prioritizing enhancement requests and to attend our quarterly webinar and annual onsite user meetings. At these meetings product enhancements and client needs are discussed in detail to help determine the next year's product roadmap. When a client makes a change request, we apply that to other users and their needs to determine if it would be beneficial to others in the EMS

			community – from the local volunteer organization to the regional users to mid and large size cities and state governments. If the requested change would be beneficial to the product as a whole, it may be included in a version release. For client-specific requests, we seek further mutual understanding. Sometimes product understanding meets the intended outcome of the change request or a work around is found. If neither of these meet the needs of the client, we can establish a Statement of Work to customize the application for the specific client for additional fees.
37.	System has inventory/supply use tracking and report generating capabilities. (Section 2.6) **(PREFERRED)**	Y	The Inventory Module allows the tracking and management of physical assets on a high-level or detailed basis. Available with the Rescue Bridge, the Inventory Module allows departments to manage their inventory based on departmental needs, providing a user-defined dashboard which allows for an overview of inventory items, status, recently viewed products and many other widgets which can be utilized to meet the user's display preferences. Each department has the ability to define their desired level of inventory management. Administrators can define location sites, products and

			items within each to an unlimited depth. Intuitive search capabilities identify items in each station and pinpoint exactly where they are stored. The Inventory Module utilizes bar code technology to provide quick look-up and seamless intake and allocations on several levels. Once a barcode is scanned, the system will automatically display the product if it exists in inventory or the option to add the product if it does not. Other advanced search options include the capability to define search criteria, whether item specific or general product information. Tracking product information is simplified through detailed records and easy data entry. Users have the ability to enter information specific to each product, such as the length of hoses or boot size, through the use of custom questions. Additional information that can be recorded includes product attributes and purchase information. Photos and related documents, such as manuals, specifications or invoices, can be attached to each product and/or item.
38.	Software has ability to transmit administrative information, configuration changes or updates, and documents over the internet connection to all associated computers with	Y	Administrative information, configuration changes and updates and

	administrative ability to select individual units or the entire system. (Section 2.7) **(PREFERRED)**		system upgrades are pushed from the Rescue Bridge to the Field Bridge.
39.	System has the capability to integrate with other mobile data platforms, i.e. iPad or similar. (Section 2.8) **(PREFERRED)**	Y	Field Bridge Xpress supports Apple's iPad 2 and newer, Google Android 4.0 and newer, Windows 8 and Mac, in addition to the traditional Windows-based operating system EMS Field Bridge operates on. Each service provider or agency has the option to use popular pads and tablet devices or ruggedized laptops without being dependent upon a single hardware or OS manufacturer.

TAB 3 – PROJECT APPROACH

Project Approach

The goal of ImageTrend's Standard Implantation Plan is to install the main agency site and assist in system configuration and understanding to promote ease of use, workflow and data entry. A task breakdown of a typical Implementation Plan follows:

- Initial conference call with the system administrator and any other applicable participants to establish ongoing communication and establish project roles. The team will meet via webinar weekly for 4 - 6 weeks.
- Standard workbook to import destinations, staff, vehicles and station information
- ImageTrend will work with the system administrator to configure the system level settings to ensure fast and easy use for the crew. This includes but is not limited to:
    - Administrative
        - Site Management
        - Product Settings
        - NEMSIS and State Data Reporting
        - Data Exchange
        - Run Forms
        - Validation
        - Administrative Reports
        - Report Writer
        - Hospital Dashboard
    - Service Level
        - Staff setup
        - CE/Training
        - Workflow (incl. QA/QI)
        - Add ePCR
        - Field Bridge
    - Other Integrations (as defined in contract)
- Training Plan (Admin, Train the Trainer)
- Testing will occur throughout the implementation
- Training will be designed based on client needs as defined in the contract

NOTE: *If additional facilities or services require implementation services and training, additional fees will apply. Services may also elect to purchase their own Service Bridge. Pricing can be provided upon request.*

Communication and Coordination

The overall success of the project will require a close working relationship between the client and ImageTrend. The project as detailed has various status checkpoints and scheduled meetings to ensure project performance.

The ImageTrend Project Management Team translates your vision and requirements into an integrated solution. The project begins with a kickoff meeting to establish project roles and provide your project team with familiarity of the key components of the ImageTrend products and introduce best practices into all phases of the project. The project involves high-level planning that helps establish system requirements and estimates of resource requirements and task durations. This can be achieved through the use of ImageTrend's standard Project Plan. The following guidelines are base responsibilities for all project team members:

- Be a vital part of the project team that will carry the project through to completion.
- Provide a single point of contact for the customer on all issues.
- Assist the customer in helping them ensure that project deadlines are met and that deliverables are provided as discussed.
- Coordinate tasks between different departments and functions within the company.
- Identify and resolve project conflicts and issues.

Project Management Tools

ImageTrend utilizes several software tools to help manage, track and communicate and provide real-time answers to our most important project related questions. Microsoft Project, Team Foundation Server, ImageTrend's Project Management Solution and Support Suite are the tools that we have found to be most effective for our needs.

Project Manager

ImageTrend's Project/Implementation Managers are well-versed in our needs for an efficient and timely implementation. Our agile development environment is "hands-on"; utilizing project management tools (TFS and Microsoft Project) for tracking, documentation and status reports in a supporting role. When using ImageTrend hosting, the base system can be ready for pilot testing within 30 days from the kick off meeting, with integrations taking 60 to 90 days from mutual agreed upon development requirements. Third party cooperation and database access may affect the duration.

Quality Assurance

A Quality Plan is put in place at the onset of the project plan and followed throughout the entire development lifecycle and into implementation. The Quality Plan includes the quality goals for the project including schedule variance, effort variance and post defect density. For Off-Site customer support services, these goals also include turnaround time, first time right solution, process compliance, and effective communication.

Ongoing Support

Users may contact ImageTrend support with a valid support agreement. Administrators may elect to be the first point of contact for their providers.

Attachment A – Technical Specifications

ImageTrend understands the expectations of the County to implement a new data management system that will enable staff to serve the public with greater efficiency and to enhance internal operations. ImageTrend's Rescue Bridge will provide for easy management, increased efficiency, allow for future growth and deploy easily to functional areas of the Sarasota County Fire Department. ImageTrend has addressed the items listed in the County's Attachment A – Technical Specifications within the Functionality Questionnaire.

The Rescue Bridge will provide a combined data collection solution for both EMS and NFIRS fire incident data to the requirements listed and will be the repository for this information. The Rescue Bridge provides employees with a comprehensive, fully integrated, interoperable, Fire/EMS Records Management System. This system will make important decision making information available at all levels within the program for authorized users. This system will reduce the time required for data entry by allowing relevant information to be automatically copied between fire and EMS reports for the same incident, provide the ability to easily analyze collected data and trends and collect field data for both EMS incidents and fire inspections. The Rescue Bridge allows for speed and accuracy to assist personnel in quickly generating complete, real-time electronic patient care reports in the field. A standardized enterprise system will provide an online capability to collect and analyze electronic data to meet current and anticipated program needs utilizing an enterprise records management and reporting system.

ImageTrend's Rescue Bridge is the only unique offering that includes both Fire and EMS data collection, aggregation, reporting, and integrations on one interoperable platform. The solution provides easy visual interactive assessment, Mapping, GPS, wireless connectivity support, and rapid entry with pen and touch screen options. The Field Bridge accommodates an unlimited number of users to properly equip the client's vehicles and services.

The overall success of the project will require a close working relationship between the County and ImageTrend. The kickoff meeting will establish a basis for communication and will establish project roles. The project as detailed has various status checkpoints and scheduled meetings to ensure project performance. ImageTrend will provide the project design, implementation, deployment and training for the County for the Rescue Bridge and mobile devices.

Data Migration

ImageTrend's goal in any solution is to streamline data flow and maximize data usage. We have developed and performed many data conversion plans, which require a Statement of Work to ensure complete understanding and definition for the plan for converting data between disparate systems. Systems standardized on NEMSIS v2.2.1 and NFIRS 5.0 reduce conversion difficulties and reduce costs. Some of the important aspects of a good data conversions strategy are understanding how and if the data will be used once it is converted, whether the old system database can be retained or if summary data is available for the old system, and if the new

system has the same data fields available as the old system? To accomplish this we have a team that thoroughly investigates the existing data and requirements and develops a data conversion plan for those instances when a singular import of existing data into the new database is required. In these instances the file import method, dataport technology and accurate mapping are the keys to success.

These interfaces will be fully reviewed for implementation requirements, after which a detailed implementation and acceptance will be presented. Even in the case of standard interfaces, ImageTrend reserves the right to fully review all requirements, as it has been our experience that even standard products from vendors often have variances that may not be thoroughly documented.

Every client has a unique set of interfaces that define their system and configuration, therefore not all interfaces may be available for their specific versions. Even if we do not have a specific integration available, as integration experts we fully understand the issues involved and will prepare a detailed plan for successful implementation within reasonable timelines.

ImageTrend has experience in importing legacy data from various systems. ImageTrend has two methods for data import. ImageTrend can provide the client with a workbook which the client fills out for import into the system. This import is included at no cost and will bring in the occupants, hydrants and streets/highways. The other option is a custom import which would be based on a Statement of Work at ImageTrend's standard development rate. This import is utilized to bring in additional legacy data including inventory, training and activities and inspections.

Proposed Timeline

ImageTrend has included a Sample Timeline in the *Appendix* for your review.

Architectural Diagram

ImageTrend has included an Architectural Diagram in the *Appendix* for your review.

Physical Architectural Diagram

ImageTrend has included a Hosting Diagram in the *Appendix* for your review.

Hardware and Software Requirements

EMS/Fire System Requirements

Rescue Bridge Requirements

The following is not required if hosted by ImageTrend:

Web/Application Server

Hardware

Required:
2 GHz Processor
4 GB RAM
40 GB Available Hard Disk Space

Recommended:
Dual Quad Core Processors
8-16 GB RAM
100 GB Available Hard Disk Space
RAID 5 SCSI Hard Drives with OS and Data Partitions

ImageTrend Hosted:
Dual Quad Core Processors
32 GB RAM
SAN Data Storage
Blade Servers with Microsoft Hyper-V

Operating Systems
(OS virtualization is supported and 64-bit recommended)
Microsoft Windows 2008 R2 Server

Web Server Software
Microsoft IIS version 7.0 or later

Addition Service Software
Microsoft .NET Framework 2.0, 3.5 SP1 and 4.0
Microsoft Tablet PC SDK

Additional Application Software
Adobe ColdFusion 9 Enterprise

Database Server (Separate database servers)

Hardware

Required:

Dual Quad Core Processors

8-16 GB RAM

100 GB Available Hard Disk Space

100,000 + incidents per year: 200 GB

RAID 5 SCSI Hard Drives

Software (64-bit recommended)

Recommended

Microsoft SQL Server 2012

Compatible

Microsoft SQL Server 2008 R2+

Internet Browser Requirements for End Users

Microsoft Internet Explorer 8.0 and above

Other browsers that support Mozilla 4.0 and above

Adobe Reader 10 or higher

Adobe Flash 11 or higher (recommended)

Microsoft Silverlight 2.0 (recommended)

Minimum Requirements for End Users using the DRF (Dynamic Run Form)

Software

Microsoft Silverlight 3.0

Hardware

OS: Windows XP SP2

RAM: 1GB

Processor: 1.2 GHz

Network

64 kbps ISDN/DSL (Cable or DSL)

EMS Field Bridge 5 Requirements

Hardware:

Desktop, Laptop or Tablet PCs with:

Required:

1 GHz Processor (non-Atom)

2 GB RAM

600 MB Available Hard Disk Space

802.11 Wireless

Optimal:

Multi-core processor; Intel Core i5 or greater
4 GB RAM or greater
64-bit Windows operating system
1 GB Available Hard Disk Space
802.11 Wireless
Bluetooth

Operating Systems Supported

Microsoft Windows XP, Vista, Windows 7, Windows 8 (not Windows RT)

Screen Resolution Supported

1024x768 or greater

Additional Software

Microsoft .NET Framework 4.0 or higher for version 5.6 and greater
Microsoft .NET Framework 3.5 SP1 or higher for versions up to 5.5
Adobe Flash Player 11 or higher
Adobe Reader 10 or higher

Fire Inspections Requirements

Hardware:

Desktop, Laptop or Tablet PCs with:
Required:
1 GHz Processor (non-Atom)
2 GB RAM
600 MB Available Hard Disk Space
802.11 wireless

Optimal:

Multi-core processor; Intel Core i5 or greater
4 GB RAM or greater
64-bit Windows operating system
1 GB Available Hard Disk Space
802.11 Wireless

Operating Systems Supported

Microsoft Windows XP, Vista, Windows 7, Windows 8 (not Windows RT)

Screen Resolution Supported

1024 x 768 or greater

Additional Software

Microsoft .NET Framework 2.0

Field Bridge Xpress Requirements

Field Bridge Xpress has been tested on the following devices

Google Android v4 (ICS) and newer[1]
Apple iPad and iPad Mini (4th Gen)[2]
New Apple iPad (3rd Gen)[2]
Apple iPad 2[2]

[1] *Tablet devices with 7-inch or larger screens recommended. FireFox and Chrome browsers supported only.*

[2] *Safari and Chrome browsers supported only.*

Network and Security Requirements

Network

Our network is fed by a T1 connection protected by a SonicWall firewall system. Our network resources use industry-standard protocols and services such that integration and compliance with other systems are unproblematic.

Security

ImageTrend applications meet or exceed State and federal data privacy requirements and the HIPAA guidelines. Secure logins are an industry standard process and are part of the HIPAA guidelines for data protection. These are implemented throughout the application with the use of the hierarchical security access features of the ImageTrend security module, which provides the environment for controlling the access necessary to provide data protection. The application also provides for security breach notifications and audit trails.

Application Securities

Secure User Login

- The application adheres to business standard practices for security to ensure only authorized access to the system

Password Encryption

- Hash function implementation
- Temporary account suspension for sessions failing to successfully login after three tries
- Check access log for sequential unsuccessful logins
- Set session logout variable

Password Requirements

- Length and Complexity Enforcement
- Validate Password for Case, Length (8 characters), and Composition

Login Expirations

- Validate for expired logins
- Force password changes on expired logins and restrict site access until new, valid password is created

Page Access Checking

- Page Access Checking to make sure user has properly logged in and is not entering the site via an external link

SSL Server Certificate

- 128-bit encryption Security Certificate

Permissions Administration

Manage Users and Groups

The application employs a hierarchical based password administration as a series of group policies to control application entry and level of access within the application. With the system administrator being the highest level of security, groups can be created below that to encompass all other group needs, which may include:

- Director – Access to view all runs within their service.
- Multiple Service Administrators – User Access and administration to multiple services.

Permissions and Rights

Permission and rights are governed by the ability of what the user can see and do. At the global level, rights are based on the following criteria:

- County
- City
- Service

On the service level, there are two levels:

- Administrator
- User

Service administrators can control and edit all the functions with their own service. Service users have the ability to edit and view their own information.

Password Administration

Through the Application Access Control, the system administrator can determine several features regarding the password administration:

- Number of days without login to the application before the user's account is suspended
- Number of attempts a user can attempt to login before their account is placed on temporary suspend
- Set the password to contain at least one numeric character
- Set the pass word to contain at least one uppercase character
- Time in hours that a user cannot change their password after last change
- Number of past passwords stored in the log table for a user
- Number of passwords in the log table to be compared with the newest password to prevent repeat use of passwords
- Minimum number of characters in the password
- Number of days the user will be notified before they must change their password
- An Email Confidentiality statement can be added, edited and deleted
- An inactive account message can be added, edited and deleted
- Security questions prompt on login or password retrieval
- Encrypt security question answer

Procedural Securities

Hosting Environment

ImageTrend's Web applications are hosted in our state-of-the-art, 4,500 square foot data center. Built in a vault with 21" concrete walls, our facilities offer the maximum level of security and stability for hosting needs. The data center features triple redundant, high-speed internet connections over fiber optic trunk lines. Only authorized personnel have access to the data floor. The data center is monitored electronically and a log book is kept to monitor and record individuals accessing the server room.

ImageTrend's production network consists of application/web and database servers. The databases are on a private network with access control managed through the firewall, permitting only authorized administrators or approved VPN access.

Applications are monitored for availability and performance from multiple locations to ensure an accurate measure of current system health. Slow application pages and long running database queries are logged for analysis by server administrators and development staff. Serious errors and performance degradation trigger email alerts which are sent to support staff and cell phone alerts to ImageTrend's Support staff. Our support employees have VPN access to

our production servers, to ensure accessibility and security, when accessing our servers from outside of our network

Auditing
The Rescue Bridge's audit trail tracks user information when accessing the secure portion of the application. IP address, User ID, date/time, browser information, along with information on each file accessed, is all tracked within a separate database. This database is kept for a period of time for reporting purposes and audit trails.

Any security breaches are logged within our Project Management system for any HIPAA disclosures related to security breaches or information disclosers. If a security breach happens, the security module currently sends an email to our Director of Development and the Security Officer, who in turn notifies the designated customer contact.

Personnel
All ImageTrend employees are subjected to background checks and are required to attend and successfully complete HIPAA training. The ImageTrend Project Management System gives us a facility to track any HIPAA Security Incidents or Information Disclosure Incidents for reporting purposes.

Only those certified ImageTrend employees that work with either hardware or software related to the specified application or project will access the data center and interact with our servers. These employees have worked with our hardware as part of our IT support staff or are part of our Implementation team as software developers. Authorization is granted from the management level.

Available Standard Reports and Query Options

ImageTrend's Report Writer allows users to dynamically create, display, and store standard as well as ad hoc reports. With over 100 standard reports and the ability to create ad hoc reports as needed, the Report Writer offers expanded reporting and data analysis capabilities. Reports can be scheduled on regular intervals and supports distribution via email to a pre-determined list of recipients.

User Interface
Choose from multiple display methods including a row/column report or single record display per page. Database search criteria can be selected on a field level basis allowing you to define exactly the fields you want. User-defined headers, sorting, and grouping give you the ability to display search results using a number of options. Reports can be

saved for later review or editing, and also as static content as a CSV file or a PDF document.

User security is strictly enforced to only allow users to report and view information that they have rights to. Additionally, based on your permission group, you will have rights to the following report functions:

- Define Data Set
- Choose Field Properties
- Define Selection Criteria
- Report Layout Options
- Display Options
- Saving and Scheduling Reports
- Setting up Permission

Ad Hoc Reports

The Report Writer allows you to dynamically create, display, and store ad hoc reports. This gives you the power to find and display the data that you want without relying on static reports that may not have the data that you need. The report writer encompasses a single reporting tool that gives you complete control of data output and display.

Administration

Administration of the Report Writer involves the complete setup, display, and management of reports. System administrators can:

- Manage Reports
- Manage Report Categories
- Setup Tables and Fields to be Reported on
- Setup Table Relationships
- Create Formulas
- Schedule Automatic Generation of Reports
- Automatic Distribute Reports via Email

This allows administrators to assign public/private access to individual data elements as required.

Rescue Bridge Standard Report List

Sample reports can be found in the appendix.

Run Times

Age Patient Demographics
At Scene Time Response Time

Run (Quantity)

Advanced Life Support Runs
ALS Runs by Service

Average Time at Scene by County
Average Time at Scene by Service
Average Total Run Times by Service
Response Time by Unit Number
Response Time by County
Response Time by Service
Run Times by Service

Service Demographics

Service Summary
Full Staff Report
Staff Demographics
Contact Information
Total by City

Patient Demographics

By City
County
Gender
Medical/Surgical History
Name and Birthday
Race

Medication

Medication Given
Medication Given by Service
Medication Given by Year

System

Security Log
System Administrators
Upload Summary
Audit Report
By Service
Validation Rules
System Upload Times

Call Information
City
City and Service
County
CPR Time
Destination Determination
Detail Runs by County
Impressions Description
Lights, Sirens
Location Type
Mileage by County
Mileage by Service
Provider Impression
Requested By
Safety Equipment
Service
Service Level
Vehicle Type
Year and City
Year and County
Year and Service

Treatment

By Year
Procedures by Staff
Reason Transfers
Refusal Report
Type Performed
Transfer Reasons

Audit Reports

Audit Report
Validity Audit Report
Field Audit Report
Fun Report
Run Variance Report

Custom Reports

Ambulance Run Data Report
Avg. Patient Age Report
Avg. Patient Age by Gender Report
Avg. Response Time Report
Avg. Run Mileage Report
Avg. Run Times Report
Call Summary by Staff Report
Call Summary Report
Medication Administered
Runs by City Report
Patient Summary Report
Provider Impression Report
Receiving Hospital Medical Summary Report
Receiving Hospital Trauma Summary Report
Response Disposition by Service Report – Trauma
Response Disposition by Staff Report
Runs per Month Report
Response Time by Response Disposition
Scene Time by Response Request Report
Scene Time Summary Report
Severity of Cases Report
Staff Review Report
Times of Call Report
Times of Call Report-Non-Trauma
Times of Call Report-Trauma
Transport Code by Response Request Report
Transported by Destination
Treatments Provided

QA

Completed Provider Impression
Dispatch Run Information
Injury Data
Injury Site
Injury Type
IV Success Rate
Lights & Sirens
Master Phone List
Utstien Report
Validation Rules

System Reports

User Performance Report
Live System Report
All Export Tasks
All Import Tasks
Completed Import Report
In Progress Import Report
Import Performance Report

TAB 4 – COMPENSATION

Price Proposal

Total estimated cost for **all purchase of software, installation, services, training and/or hardware necessary to perform the technical specifications as identified in the RFP,** excluding any services specifically identified as optional:

Provide total estimated cost on Price Proposal Form only	
1. Total Cost for Initial Purchase of All Equipment, Software, Migration, Training and Associated Costs in addition to Maintenance and Support for the First Year.	$183,600.00
2. 2nd Year Maintenance and Support	$36,600.00
3. 3rd Year Maintenance and Support	$36,600.00
4. 4th Year Maintenance and Support	$36,600.00
5. 5th Year Maintenance and Support	$36,600.00
Total Estimated Cost for Years One through Five	$256,800.00

(Price Proposal shall include all overhead, travel expenses, labor, materials, equipment, technology, subcontractors, markup and any other related goods or services anticipated to be necessary for the performance of the services described in the RFP)

Michael J. McBrady, President
Printed Name of Authorized Representative of Proposer

Signature

October 25, 2013
Date

ImageTrend, Inc.
Firm Name

Price Proposal Form RFP #132568TM

	Description	Qty	Price	Extended
Data Management and Reporting	Rescue Bridge License	1	$65,000.00	$65,000.00
	Feature Set Included:	1	Included	
	Web-based Data Collection	1	Included	
	Data Warehouse	1	Included	
	SQL Database	1	Included	
	Use Security and Permissions Module	1	Included	
	NEMSIS V2.2.1 Dataset	1	Included	
	NFIRS 5.0 Reporting	1	Included	
	Modules Included:	1	Included	
	Activities	1	Included	
	Certification Dashboard	1	Included	
	Documents	1	Included	
	QA/QI Module	1	Included	
	Incident List	1	Included	
	Service and Staff Administration	1	Included	
	Standard/Adhoc Report Writer	1	Included	
	Training Tracking	1	Included	
	Validation	1	Included	
	Fire Shifts	1	Included	
	Hydrants	1	Included	
	Inspections	1	Included	
	Inventory Management	1	Included	
	Locations	1	Included	
	Occupants	1	Included	
	NFIRS Quality Assurance Report	1	Included	
	CMS Billing Calculator	1	Included	
	EKG Integration	1	Included	
	Export to State System	1	Included	
	Data Management and Reporting Software and Interfaces		**Subtotal**	**$65,000.00**
	Data Management and Reporting Annual Support - 1st Year	1	$10,400.00	$10,400.00
	Data Management and Reporting Annual Support - 2nd Year	1	$10,400.00	
	Data Management and Reporting Annual Support - 3rd Year	1	$10,400.00	

	Data Management and Reporting Software and Interfaces Support Subtotal			**$10,400.00**
	Data Management and Reporting Annual Hosting - 1st Year	1	$13,800.00	$13,800.00
	Data Management and Reporting Annual Hosting - 2nd Year	1	$13,800.00	
	Data Management and Reporting Annual Hosting - 3rd Year	1	$13,800.00	
	Data Management and Reporting Software and Interfaces Hosting Subtotal			**$13,800.00**
Field Data Collection	Field Bridge Site License	1	$40,000.00	$40,000.00
	Field Data Collection Subtotal			**$40,000.00**
	Field Data Collection Annual Support - 1st Year	1	$6,400.00	$6,400.00
	Field Data Collection Annual Support - 2nd Year	1	$6,400.00	
	Field Data Collection Annual Support - 3rd Year	1	$6,400.00	
	Field Data Collection Annual Support Subtotal			**$6,400.00**
Project Management and Implementation	Rescue Bridge Setup and Project Management	1	$10,000.00	$10,000.00
	Onsite Training Sessions (1 full day M-F)	5	$1,000.00	$5,000.00
	Travel per Trainer for Onsite Training	2	$1,500.00	$3,000.00
	Webinar Training (2 hour session M-F during ImageTrend's Standard Business Hours	6	$250.00	$1,500.00
	Project Management and Implementation Subtotal			**$19,500.00**
Requested Modules and Integrations	Hospital Dashboard Setup Fee	1	$10,000.00	$10,000.00
	Hospital Dashboard Annual Support	1	$1,600.00	$1,600.00
	Billing Integration (not automated)	1	$4,500.00	$4,500.00
	Billing Integration Annual Support	1	$720.00	$720.00
	CAD Integration	1	$8,000.00	$8,000.00
	CAD Integration Annual Support	1	$1,280.00	$1,280.00
	CAD Integration Annual Hosting	1	$2,400.00	$2,400.00
	Requested Modules and Integrations Subtotal			**$22,500.00**
	Requested Modules and Integrations Support Subtotal			**$3,600.00**
	Requested Modules and Integrations Hosting Subtotal			**$2,400.00**
Totals	Data Management and Reporting Software and Interfaces Subtotal			$65,000.00
	Field Data Collection Subtotal			$40,000.00
	Project Management and Implementation Subtotal			$19,500.00

	Requested Modules and Integrations Subtotal			$22,500.00
	Year 1 Annual Support Subtotal			$20,400.00
	Year 1 Annual Hosting Subtotal			$16,200.00
	Total Year 1			**$183,600.00**
	Total Year 2			$36,600.00
	Total Year 3			$36,600.00
	Total Year 4			$36,600.00
	Total Year 5			$36,600.00
	5 Year Total			**$256,800.00**
Optional	Data Conversion/Migration - Custom Import requires a Statement of Work at $125/hour	TBD	$125.00	
	Field Bridge Xpress Site License	1	$20,000.00	
	Field Bridge Xpress Site License Annual Support included in Field Bridge Site License Annual Support Fee	1	Included	
	Mobile Fire Inspections Site License	1	$25,000.00	
	Mobile Fire Inspections Annual Support	1	$4,000.00	
	Telestaff Integration	1	$10,000.00	
	Telestaff Integration Annual Support	1	$1,600.00	
	Automated Billing Integration - Intermedix (Automation and delivery to FTP Site)	1	$8,000.00	
	Automated Billing Integration Annual Support	1	$1,280.00	
	Automated Billing Integration Annual Hosting	1	$800.00	
	Scheduler Setup Fee	1	$12,500.00	
	Scheduler Annual Support	1	$2,000.00	
	Visual Informatics - Analytics Setup Fee (includes 1 cube)	1	$18,000.00	
	Includes: Analytics, Pie Charts, Charting, Widgets, Interactive Alerting Engine			
	Visual Informatics Annual Support	1	$2,880.00	
	Additional Cube(s) Setup Fee	1	$6,000.00	
	Additional Cube(s) Annual Support	1	$960.00	
	MARS Setup Fee	1	$7,500.00	
	MARS Annual Transaction Fee	1	$6,750.00	

	Permits Setup Fee	1	$12,500.00	
	Permits Annual Support	1	$2,000.00	
	Investigations Setup Fee	1	$12,500.00	
	Investigations Annual Support	1	$2,000.00	
	Auto-CAD Setup Fee	1	$500.00	
	Auto-CAD Annual Support	1	$100.00	
	Onsite Training Sessions (1 full day M-F) @ $1,000 per session	TBD	$1,000.00	
	Travel per Trainer for Onsite Training	TBD	$1,500.00	
	Out of Scope billed at $125/hour - Requires Separate Statement of Work			

TAB 5 – TRAINING PLAN

ImageTrend offers training courses for each product offering, as well as customized training for clients with specific learning needs. Our programs are designed to help site administrators and field personnel make the most of the system. The ImageTrend Training Curriculum will be reviewed with the Client and customized to ensure that all courses are designed to address the Client's specific needs. Our response incorporates "Train-the-trainer" training by ImageTrend personnel for cost savings; we can, however, deliver comprehensive training for all personnel at additional cost. "Train-the-trainer" sessions will train a designated person(s) from the Client in all aspects of system administration and usage and provides the basic materials for the training plan for all field personnel.

Administrative Training

Administration Training will focus on system administration and all the features associated with maintaining the application. Additional training will focus on data collection as well as reporting and data analysis. Administration training will include the knowledge to provide Level 1 support and training to field personnel. This training session can easily accommodate 10 – 15 people and can be accomplished within an 8 hour session. It is recommended that this training be accomplished in groups, since the interactive questions and assistance improves the learning process and establishes the communication links for the ongoing system usage. ImageTrend will hold this training at the location specified by the client.

Free Training for Service Administrators

ImageTrend offers free hands-on training to service administrators for select products at the Corporate Office located in Lakeville, MN. This training is available based on pre-determined dates set by ImageTrend. ImageTrend will train up to two administrators per service on setup, navigation and use of Service Bridge and Field Bridge. Service administrators will also learn how to create ad hoc reports based on their data and how to maintain their user information. This training will be offered periodically to services with a valid support agreement and is intended to educate service administrators to help them more effectively and independently use their ImageTrend software. With this inexpensive educational option, service administrators will learn to setup and maintain tasks to increase their comfort level and understanding of the software.

Train-the-Trainer Field User Training

Field Training will cover the **EMS Field Bridge**. The typical **EMS Field Bridge** training session takes about 4 – 8 hours and can be performed by anyone that has attended a "train-the-trainer" administrative session. The training will be reviewed and revised as necessary to incorporate the Services' specific requirements. Many of the **EMS Field Bridge**s previously installed are successfully in use by individuals who have elected to bypass training. ImageTrend will be available for training or training guidance. ImageTrend also provides a Webinar training that has proven successful in delivering training in a cost-effective manner. Webinars allow staff to deliver training to personnel from their desktops without the need for travel.

Documentation
ImageTrend will provide a training plan, course outline, system documentation and user guides to assist in system comprehension. Course syllabi and scenario templates are prepared to enhance system understanding and are made available in a variety of formats for duplication. Other training materials provided include: FAQs, Education Evaluation and an Education Review Checklist. ImageTrend can also provide a Certificate of Education upon completion of the training course(s).

ImageTrend provides the most up-to-date documentation, including administrator and user manuals and release notes for any upgrades. With a support agreement, this documentation, along with educational videos, PowerPoint presentations and other documents will be found at ImageTrend University, which can be accessed from the Rescue Bridge application. Please visit www.imagetrend.com/support/user-education for a demonstration of the ImageTrend University.

Online Help and Education
ImageTrend also offers the ImageTrend University to promote ongoing and self-guided education and training of our solutions. When accessing ImageTrend University through the application, users can view educational videos, manuals, quick guides and workbooks to assist them in better understanding our software and support "Train-the-Trainer" sessions. These have been very useful as both refresher and initial education materials. A sample demonstration of ImageTrend University can be found at www.imagetrend.com/support/user-education.

Ongoing Training
Ongoing training sessions can be held regularly (perhaps every 6 months) for new personnel and as review for existing personnel if desired and contracted. These sessions will be conducted by the trainer via Webinar or, alternatively, ImageTrend can offer these onsite.

APPENDIX

RFP Info Form
RFP Qual Forms
Customer List
Sample Timeline
Architectural Diagram
Hosting Diagram
Rescue Bridge Overview
EMS Field Bridge Overview
Mobile Fire Inspections Overview
ImageTrend Hosting Overview

RFP-INFO FORM
PROPOSER INFORMATION FORM AND PROPOSED SUBCONTRACTOR USAGE STATEMENT

RFP #	132568TM

SECTION I: PROPOSER INFORMATION		
LEGAL NAME OF COMPANY		YEARS IN BUSINESS
ImageTrend, Inc.		15
CONTACT (NAME/TITLE)	EMAIL	PHONE
Trisha Moline, Proposal and Contract Coordinator	tmoline@imagetrend.com	952-469-1589

SECTION II: LOCATION OF PROPOSER'S HEADQUARTERS					
ADDRESS	CITY	STATE	ZIP	YEARS @ LOCATION	SQ. FT.
20855 Kensington Blvd	Lakeville	MN	55044	8	33,000

SECTION III: LOCATION OF OFFICE TO PERFORM WORK						
ADDRESS	CITY	COUNTY	STATE	ZIP	YEARS @ LOCATION	SQ. FT.
20855 Kensington Blvd.	Lakeville	Dakota	MN	55044	6	33,000
IF AT ABOVE LOCATION FOR LESS THAN 3 YEARS, PROVIDE INFORMATION REGARDING PREVIOUS BUSINESS LOCATION						
PREVIOUS ADDRESS	CITY	COUNTY	STATE	ZIP	YEARS @ LOCATION	SQ. FT.
n/a	n/a	n/a	n/a	n/a	n/a	n/a

If applying for local business preference, proposer must register in eProcure and submit a Local Preference Affidavit in eProcure prior to the solicitation due date and time.

RFP-INFO FORM
PROPOSER INFORMATION FORM AND PROPOSED SUBCONTRACTOR USAGE STATEMENT

PART II: PROPOSED SUBCONTRACTOR INFORMATION

- PROPOSERS SHOULD LIST ALL SUBCONTRACTORS ABLE TO BE IDENTIFIED AT THE TIME THE PROPOSAL IS SUBMITTED
- SUBCONTRACTORS LISTED BELOW MAY NOT BE REPLACED WITHOUT WRITTEN APPROVAL BY THE COUNTY
- THE NUMBER AND LOCATION OF SUBCONSULTANTS INDICATED BELOW WILL BE USED TO DETERMINE ALLOCATION OF LOCAL PREFERENCE POINTS (IF APPLICABLE)

COMPANY NAME	SERVICES TO BE PROVIDED	CITY/STATE	% OF WORK ASSIGNED
n/a	n/a	n/a	n/a

RFP-INFO FORM
PROPOSER INFORMATION FORM AND PROPOSED SUBCONTRACTOR USAGE STATEMENT

PART II: PROPOSED SUBCONTRACTOR INFORMATION - Continued			
COMPANY NAME	SERVICES TO BE PROVIDED	CITY/STATE	% OF WORK ASSIGNED

By submitting a response, I acknowledge receipt of any and all issued addenda, and agree to the provisions of each.

I, Michael J. McBrady (print name),
the President (title)
of ImageTrend, Inc. (company name)
swear or affirm that all information on this affidavit and submitted with this RFP is true, and that I am authorized to complete this affidavit on behalf of the company.

Michael J. McBrady
Signature

10/25/2013
Date

NOTARY

The foregoing affidavit was subscribed and sworn to before me on this 25th day of October, 2013.

SEAL

Notary Public: Rob Novak

Commission Expires: 1/31/16

ROBERT JAMES NOVAK
Notary Public-Minnesota
My Commission Expires Jan 31, 2016

CUSTOMER LIST

RFP NUMBER: 132568TM

PROPOSER NAME: ImageTrend, Inc.

PLEASE PROVIDE A COMPLETE LIST OF CUSTOMERS WHO HAVE BEEN PROVIDED SERVICES IDENTICAL OR SIMILAR TO THE SCOPE OF SERVICES DESCRIBED IN THIS RFP.
THIS CUSTOMER LIST WILL BE USED TO VERIFY THE SERVICE LEVELS AND CAPABILITY OF THE PROPOSER IN PROVIDING THESE SERVICES.

COMPANY NAME	CONTACT NAME & TITLE	PROJECT NAME OR DESCRIPTION OF SERVICES PROVIDED	PHONE NUMBER	EMAIL ADDRESS	SERVICE START DATE	SERVICE END DATE
Hernando County Fire and REscue	Laura Steele, Finance Manager	Rescue Bridge, Field Bridge, Billing Bridg	352-754-4282	lsteele@hernandocounty.us	10/2012	Current
Naples Fire Rescue	Stephen McInerny	Rescue Bridge, Field Bridge, more	954-647-1513	smcinerny@naplesgov.com	08/2013	Current
Seminole County	Samuel Thurmond, Battalion Chief	Rescue Bridge Field Bridge, more	407-665-5357	sthurmond@seminolecountyfl.gov	10/2011	Current
City of Fort Myers Fire Department	Scott Wirth, Div. Chief of Operations	Rescue Bridge, Field Bridge, more	239-321-7320	swirth@cityftmyers.com	06/2013	Current
Columbia County Fire and EMS	David Boozer	Rescue Bridge Field Bridge, more	386-754-7071	dboozer@columbiacountyfire.com	06/2010	Current
Collier County EMS	Les Williams, EMS Captain	Rescue Bridge Field Bridge, more	239-252-3782	leswilliams@colliergov.net	07/2010	Current
DeSoto County Fire and EMS	Glen Prescott, Fire Chief	Rescue Bridge, Field Bridge, more	863-993-4842	g.prescott@desotobocc.com	03/2011	Current
East Naples Fire Department	Kingman Schuldt	Rescue Bridge, Field Bridge, more	239-597-9227	kschuldt@enfd.org	06/2011	Current
Casselberry Fire Department	Donald Harkins Jr, Fire Chief	Rescue Bridge, Field Bridge, more	407-262-7735	dharkins@casselberry.org	05/2012	Current

RFP-QUAL FORM

RFP NUMBER: 132568TM

PROVIDE A MAXIMUM OF 5 COMPLETED PROJECTS THAT DEMONSTRATE EXPERIENCE SIMILAR TO THAT IDENTIFIED IN THE SCOPE OF SERVCES FOR THIS RFP. SUBMIT A SEPARATE FORM FOR EACH PROJECT.

ONLY PROJECTS SUBMITTED ON THIS FORM WILL BE CONSIDERED TOWARD SATISFACTION OF THE QUALIFICATIONS IDENTIFIED IN THE RFP.

NAME OF FIRM COMPLETING PROJECT	PROJECT MANAGER/LEAD (FROM PROPOSING FIRM)
ImageTrend, Inc.	Paul Filla and Summer Hauser
PROJECT NAME AND ENTITY	**CONTACT NAME AND TITLE**
Seminole County	Sam Thurmond, Battalion Chief
PROJECT REFERENCE PHONE #	**PROJECT REFERENCE EMAIL**
(407) 665-5357	sthurmond@seminolecountyfl.gov

PROJECT START DATE	PROJECT COMPLETION DATE (SCHEDULED)	PROJECT COMPLETION DATE (ACTUAL)	TOTAL BUDGETED PROJECT COST	TOTAL ACTUAL PROJECT COST (IF COMPLETE)	PROPOSER'S FEE FOR PROJECT
10/2011	11/01/2011	11/01/2011	$132,500.00	$132,500.00	$15,000.00

PERSONNEL ASSIGNED: Please list all team members who were or are assigned to this project, and indicate their role in the project.

NAME	TITLE	ROLE IN PROJECT
Paul Filla	Implementation Coordinator	Implementation and project management services
Summer Hauser	Implementation	Implementation and project management services
Eric Sawyer	Support and Training Mgf	Training and ongoing support
Kashif Kahn	Project Manager	Integrations and custom development

RFP–QUAL FORM

SCOPE OF PROJECT: Please provide detailed information regarding your firm's role in the project and the role of key staff members who will be identified in your proposal. Explain any discrepancy between budgeted and actual project cost, and scheduled and actual completion dates. RESPONSE LIMITED TO 5000 CHARACTERS

ImageTrend was responsible for the setup, installation and training of administrators and users on the Rescue Bridge, Field Bridge, Mobile Fire Inspections and associated modules. Seminole County wanted to implement a combined data collection solution for both EMS and NFIRS fire incident data. The County has setup the Rescue Bridge to allow additional services to purchase a license to use the Rescue Bridge on their site. ImageTrend's Rescue Bridge provides a unique offering that includes both Fire and EMS data collection, aggregation, reporting and integrations on one interoperable platform. The County also purchased TeleStaff, Billing and CAD Integrations.

RFP–QUAL FORM

RFP NUMBER: 132568TM

PROVIDE A MAXIMUM OF 5 COMPLETED PROJECTS THAT DEMONSTRATE EXPERIENCE SIMILAR TO THAT IDENTIFIED IN THE SCOPE OF SERVCES FOR THIS RFP. SUBMIT A SEPARATE FORM FOR EACH PROJECT.

ONLY PROJECTS SUBMITTED ON THIS FORM WILL BE CONSIDERED TOWARD SATISFACTION OF THE QUALIFICATIONS IDENTIFIED IN THE RFP.

NAME OF FIRM COMPLETING PROJECT	PROJECT MANAGER/LEAD (FROM PROPOSING FIRM)
ImageTrend, Inc.	Kyle Eizenzimmer (no longer with ImageTrend)
PROJECT NAME AND ENTITY	**CONTACT NAME AND TITLE**
Collier County	Les Williams, EMS Captain
PROJECT REFERENCE PHONE #	**PROJECT REFERENCE EMAIL**
(239) 252-3782	leswilliams@colliergov.net

PROJECT START DATE	PROJECT COMPLETION DATE (SCHEDULED)	PROJECT COMPLETION DATE (ACTUAL)	TOTAL BUDGETED PROJECT COST	TOTAL ACTUAL PROJECT COST (IF COMPLETE)	PROPOSER'S FEE FOR PROJECT
08/2010	11/1/2010	11/1/2010	$132,500.00	$132,500.00	$10,000.00

PERSONNEL ASSIGNED: Please list all team members who were or are assigned to this project, and indicate their role in the project.

NAME	TITLE	ROLE IN PROJECT
Paul Filla	Implementation Coordinator	Implementation and project management services
Kyle Eizenzimmer	Implementation	Implementation and project management services
Eric Sawyer	Support and Training Mgf	Training and ongoing support
Kashif Kahn	Project Manager	Integrations and custom development

RFP–QUAL FORM

SCOPE OF PROJECT: Please provide detailed information regarding your firm's role in the project and the role of key staff members who will be identified in your proposal. Explain any discrepancy between budgeted and actual project cost, and scheduled and actual completion dates. RESPONSE LIMITED TO 5000 CHARACTERS

ImageTrend was responsible for the setup, installation and training of administrators and users on the Rescue Bridge, Field Bridge, Mobile Fire Inspections and associated modules. Collier County wanted to implement a combined data collection solution for both EMS and NFIRS fire incident data. ImageTrend's Rescue Bridge provides a unique offering that includes both Fire and EMS data collection, aggregation, reporting and integrations on one interoperable platform. The County also purchased Billing and CAD Integrations and Data Conversion to import existing data into the system.

RFP–QUAL FORM

RFP NUMBER: 132568TM

PROVIDE A MAXIMUM OF 5 COMPLETED PROJECTS THAT DEMONSTRATE EXPERIENCE SIMILAR TO THAT IDENTIFIED IN THE SCOPE OF SERVCES FOR THIS RFP. SUBMIT A SEPARATE FORM FOR EACH PROJECT.

ONLY PROJECTS SUBMITTED ON THIS FORM WILL BE CONSIDERED TOWARD SATISFACTION OF THE QUALIFICATIONS IDENTIFIED IN THE RFP.

NAME OF FIRM COMPLETING PROJECT	PROJECT MANAGER/LEAD (FROM PROPOSING FIRM)
ImageTrend, Inc.	Paul Filla and Angie Harguth
PROJECT NAME AND ENTITY	**CONTACT NAME AND TITLE**
Hernando County Fire Rescue	Laura Steele, Finance Manager
PROJECT REFERENCE PHONE #	**PROJECT REFERENCE EMAIL**
(352) 754-4282	lsteele@hernandocounty.us

PROJECT START DATE	PROJECT COMPLETION DATE (SCHEDULED)	PROJECT COMPLETION DATE (ACTUAL)	TOTAL BUDGETED PROJECT COST	TOTAL ACTUAL PROJECT COST (IF COMPLETE)	PROPOSER'S FEE FOR PROJECT
11/2011	01/01/2012	01/01/2012	$62,860.00	$62,860.00	$10,000.00

PERSONNEL ASSIGNED: Please list all team members who were or are assigned to this project, and indicate their role in the project.

NAME	TITLE	ROLE IN PROJECT
Paul Filla	Implementation Coordinator	Implementation and project management services
Angie Harguth	Implementation Manager	Implementation and project management services
Eric Sawyer	Support and Training Mgf	Training and ongoing support
Kashif Kahn	Project Manager	Integrations and custom development

RFP–QUAL FORM

SCOPE OF PROJECT: Please provide detailed information regarding your firm's role in the project and the role of key staff members who will be identified in your proposal. Explain any discrepancy between budgeted and actual project cost, and scheduled and actual completion dates. RESPONSE LIMITED TO 5000 CHARACTERS

ImageTrend was responsible for the setup, installation and training of administrators and users on the Rescue Bridge, Field Bridge, Mobile Fire Inspections and associated modules. Hernando County Fire Rescue wanted to implement a combined data collection solution for both EMS and NFIRS fire incident data. ImageTrend's Rescue Bridge provides a unique offering that includes both Fire and EMS data collection, aggregation, reporting and integrations on one interoperable platform. The County also purchased a CAD Integration and recently purchased the Billing Bridge which provides a fully integrated billing solution to provide an end-to-end system.

RFP–QUAL FORM

RFP NUMBER: 132568TM

PROVIDE A MAXIMUM OF 5 COMPLETED PROJECTS THAT DEMONSTRATE EXPERIENCE SIMILAR TO THAT IDENTIFIED IN THE SCOPE OF SERVCES FOR THIS RFP. SUBMIT A SEPARATE FORM FOR EACH PROJECT.

ONLY PROJECTS SUBMITTED ON THIS FORM WILL BE CONSIDERED TOWARD SATISFACTION OF THE QUALIFICATIONS IDENTIFIED IN THE RFP.

NAME OF FIRM COMPLETING PROJECT	PROJECT MANAGER/LEAD (FROM PROPOSING FIRM)
ImageTrend, Inc.	Doug Carlson
PROJECT NAME AND ENTITY	**CONTACT NAME AND TITLE**
Casselberry Fire	Meredith Walker
PROJECT REFERENCE PHONE #	**PROJECT REFERENCE EMAIL**
(321) 432-0909	

PROJECT START DATE	PROJECT COMPLETION DATE (SCHEDULED)	PROJECT COMPLETION DATE (ACTUAL)	TOTAL BUDGETED PROJECT COST	TOTAL ACTUAL PROJECT COST (IF COMPLETE)	PROPOSER'S FEE FOR PROJECT
05/15/2012	06/15/2012	06/15/2012	$39,440.00	$39,440.00	$5,000.00

PERSONNEL ASSIGNED: Please list all team members who were or are assigned to this project, and indicate their role in the project.

NAME	TITLE	ROLE IN PROJECT
Paul Filla	Implementation Coordinator	Implementation and project management services
Doug Carlson	Implementation	Implementation and project management services
Eric Sawyer	Support and Training Mgf	Training and ongoing support
Kashif Kahn	Project Manager	Integrations and custom development

RFP–QUAL FORM

SCOPE OF PROJECT: Please provide detailed information regarding your firm's role in the project and the role of key staff members who will be identified in your proposal. Explain any discrepancy between budgeted and actual project cost, and scheduled and actual completion dates. RESPONSE LIMITED TO 5000 CHARACTERS

ImageTrend was responsible for the setup, installation and training of administrators and users on the Rescue Bridge, Field Bridge, Mobile Fire Inspections and associated modules. Casselberry Fire Department wanted to implement a combined data collection solution for both EMS and NFIRS fire incident data. ImageTrend's Rescue Bridge provides a unique offering that includes both Fire and EMS data collection, aggregation, reporting and integrations on one interoperable platform. The Department also purchased Billing and CAD Integrations and Data Conversion.

RFP–QUAL FORM

RFP NUMBER: 132568TM

PROVIDE A MAXIMUM OF 5 COMPLETED PROJECTS THAT DEMONSTRATE EXPERIENCE SIMILAR TO THAT IDENTIFIED IN THE SCOPE OF SERVCES FOR THIS RFP. SUBMIT A SEPARATE FORM FOR EACH PROJECT.

ONLY PROJECTS SUBMITTED ON THIS FORM WILL BE CONSIDERED TOWARD SATISFACTION OF THE QUALIFICATIONS IDENTIFIED IN THE RFP.

NAME OF FIRM COMPLETING PROJECT			PROJECT MANAGER/LEAD (FROM PROPOSING FIRM)		
ImageTrend, Inc.			Paul Filla		
PROJECT NAME AND ENTITY			CONTACT NAME AND TITLE		
DeSoto County			Larry Taylor		
PROJECT REFERENCE PHONE #			PROJECT REFERENCE EMAIL		
(863) 993-4831					
PROJECT START DATE	PROJECT COMPLETION DATE (SCHEDULED)	PROJECT COMPLETION DATE (ACTUAL)	TOTAL BUDGETED PROJECT COST	TOTAL ACTUAL PROJECT COST (IF COMPLETE)	PROPOSER'S FEE FOR PROJECT
03/2011	04/012011	04/01/2011	$37,130.00	$37,130.00	$10,000.00

PERSONNEL ASSIGNED: Please list all team members who were or are assigned to this project, and indicate their role in the project.

NAME	TITLE	ROLE IN PROJECT
Paul Filla	Implementation Coordinator	Implementation and project management services
Angie Harguth	Implementation Manager	Implementation and project management services
Eric Sawyer	Support and Training Mgf	Training and ongoing support
Kashif Kahn	Project Manager	Integrations and custom development

RFP–QUAL FORM

SCOPE OF PROJECT: Please provide detailed information regarding your firm's role in the project and the role of key staff members who will be identified in your proposal. Explain any discrepancy between budgeted and actual project cost, and scheduled and actual completion dates. RESPONSE LIMITED TO 5000 CHARACTERS

ImageTrend was responsible for the setup, installation and training of administrators and users on the Rescue Bridge, Field Bridge, Mobile Fire Inspections and associated modules. Seminole County wanted to implement a combined data collection solution for both EMS and NFIRS fire incident data. The County has setup the Rescue Bridge to allow additional services to purchase a license to use the Rescue Bridge on their site. ImageTrend's Rescue Bridge provides a unique offering that includes both Fire and EMS data collection, aggregation, reporting and integrations on one interoperable platform. The County also purchased a CAD Integration and Hospital Dashboard.

III. COMPENSATION AND PAYMENT

A. The COUNTY shall pay the VENDOR for the Purchase in accordance with the terms and conditions of this Agreement an amount not to exceed: Two Hundred and Forty Thousand Dollars and Zero Cents ($240,000.00) for the first fiscal year, Seventy-Three Thousand Seven Hundred and Eighty Dollars and Zero Cents ($73,780.00) for the second fiscal year and Fifty-Three Thousand Seven Hundred and Eighty Dollars and Zero Cents ($53,780.00) for the third fiscal year and for any optional renewals for providing all products and services as set forth in Exhibit A, and further described in Exhibit B, Project and Fee Schedule, attached hereto and incorporated herein. Pricing for any agreed upon renewals shall be in accordance with the amounts established in Exhibit B for Year 3. Said total amount to be all inclusive of costs necessary to provide all products and services as outlined in this Agreement.

B. Notwithstanding the preceding, VENDOR shall not make any deliveries or perform any work under this Agreement until receipt of a Purchase Order from the COUNTY. VENDOR acknowledges and agrees that no minimum order or amount of product or work is guaranteed under this Agreement and COUNTY may elect to issue no purchase orders.

C. The COUNTY'S performance and obligation to pay under this Agreement is contingent upon an appropriation by the Board of County Commissioners. The COUNTY shall promptly notify the VENDOR if the necessary appropriation is not made.

IV. ADDITIONAL PURCHASES

A. No changes to this Agreement or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the VENDOR and the COUNTY'S authorized agent as set forth below.

B. If, upon written instruction by the COUNTY'S Administrative Agent and written agreement by the VENDOR, the VENDOR shall provide additional products and services, and if such products and services are not required as a result of error, omission or negligence of VENDOR, then in such event the VENDOR shall be entitled to additional compensation. The additional compensation shall be computed by the VENDOR on a revised fee quotation proposal and submitted to the COUNTY'S Administrative Agent for review and approval by the COUNTY. The fee shall be agreed upon before the provision of any additional products and services and shall be incorporated into this Agreement by written Amendment. Any additional products or services provided before a written Amendment to this Agreement shall not be compensated by the COUNTY.

V. METHOD OF PAYMENT

CONTRACT NO. 2014-435

BCC APPROVED 8/26/14

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT ("Agreement") is made and entered into as of the date of execution by both parties, by and between SARASOTA COUNTY, a political subdivision of the State of Florida, herein after referred to as the "COUNTY" or "CLIENT" or "Covered Entity" or "Licensee" and ImageTrend, Inc., a Minnesota corporation registered to do business in the state of Florida, hereinafter referred to as "VENDOR" or "ImageTrend."

BOARD OF CO. FILED FOR THE RECORD
2014 AUG 2 PM 10:
KAREN RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FL

WITNESSETH

WHEREAS the COUNTY intends to purchase the software system, maintenance, and support from the VENDOR in connection with "Fire and Emergency Medical Services Reporting Application" (the "Purchase"), and,

WHEREAS, the COUNTY issued a solicitation, RFP 132568TM on October 2, 2013; and,

WHEREAS, the COUNTY evaluated the responses received and found the VENDOR to have submitted the most qualified response, and,

WHEREAS, the COUNTY issued a Notice of Recommended Award on February 3, 2014; and,

WHEREAS, the VENDOR has reviewed the products and services to be supplied pursuant to the Agreement and is qualified, willing and able to provide all such products and services in accordance with its terms; and

NOW, THEREFORE, the COUNTY and the VENDOR, in consideration of the mutual covenants contained herein, do agree as follows:

I. PRODUCTS AND SERVICES

A. The VENDOR agrees to diligently provide software and services for the performance of Fire and Emergency Medical Services Reporting Application, in accordance with the technical specifications made part of this Agreement as Exhibit A, attached hereto and incorporated herein.

II. TERM

A. This Agreement shall commence immediately upon execution by both the COUNTY and the VENDOR, and shall continue three (3) years. This Agreement may be renewed for up to two (2) additional one (1) year periods subject to written agreement of both parties.

B. Products and services shall be delivered in accordance with Exhibit B, Project and Fee Schedule, attached hereto and incorporated herein.

SARASOTA COUNTY - REQUEST FOR PROPOSALS ("RFP")
GENERAL NOTES AND REQUIREMENTS

This Request for Proposals ("RFP") document is available via eProcure. eProcure is accessible at https://eprocure.scgov.net

Proposers must be registered as a Contractor in eProcure prior to submitting a response. Sarasota County is not responsible for the accuracy of solicitation documents and information obtained from any source other than eProcure.

SOLICITATION NUMBER: 132568TM

SOLICITATION TITLE: Fire and Emergency Medical Services Reporting Application

SUBMITTAL FORMAT: ☐ Electronic ☒ Manual

SUMMARY: Sarasota County (County), a political subdivision of the State of Florida, is seeking proposals from qualified Contractors to provide a replacement data management system for our Fire and Emergency Medical Services (EMS), including the software system, data management, warranty, training and support.

ADVERTISE DATE: October 2, 2013

REQUEST FOR INFORMATION (RFI) DEADLINE: October 16, 2013 at 5:00pm

DUE DATE AND TIME: October 30, 2013 at 2:30pm

PROCUREMENT ANALYST: Tara McMahon, Procurement Analyst, MBA
PHONE: 941-451-0968 FAX: 941-861-5129

SUBMITTAL INSTRUCTIONS:

Solicitations identified in eProcure as Electronic: Electronic proposals must be submitted via eProcure by the due date and time stated in the solicitation summary. If there is a green check mark in the Electronic Solicitation field in eProcure, the solicitation is Electronic. *Manual submissions will not be accepted for solicitations identified as electronic.*

Solicitations identified in eProcure as Manual: If there is not a green check mark in the Electronic Solicitation field in eProcure, the solicitation is Manual. Eleven (11) hard copy proposals and one (1) CD-ROM disk containing a single PDF file of the proposal must be submitted by the due date and time stated in the solicitation summary. Every effort should be made to ensure that file size does not exceed 10MB to accommodate electronic distribution and storage of documents. Proposals must be delivered to:

Sarasota County Government, Procurement
1660 Ringling Blvd. 3rd Floor, Suite 312
Sarasota, FL 34236

IMPORTANT: Packages without a suite number (Suite 312) identified in the address line will not be delivered by FedEx and UPS. The County assumes no responsibility for any proposals (manual or electronic) received after the posted due date and time or at any location other than that specified, no matter what the reason. *Late submittals will be held unopened and will not be considered for award.*

Sarasota County prohibits discrimination in all services, programs or activities on the basis of race, color, national origin, age, disability, sex, marital status, familial status, religion, or genetic information. Persons with disabilities who require assistance or alternative means for communication of program information (Braille, large print, audiotape, etc.), or who wish to file a complaint, should contact: Sarasota County ADA/ Civil Rights Coordinator, 1660 Ringling Blvd., Sarasota, Florida 34236, Phone: 941-861-5000, TTY: 7-1-1 or 1-800-955-8771, Email: adacoordinator@scgov.

REQUESTS FOR INFORMATION

Requests for Information (RFI) must be submitted electronically through the eProcure system. RFI's submitted after the RFI deadline in the solicitation summary will not be accepted. No verbal RFI's will be honored. The electronic response posted in eProcure or the posting of an addendum in eProcure are the only official methods whereby interpretation, clarification or additional information will be provided.

SARASOTA COUNTY - REQUEST FOR PROPOSALS ("RFP")
GENERAL NOTES AND REQUIREMENTS

1.0 DESCRIPTION

Sarasota County ("County"), a political subdivision of the State of Florida, is requesting proposals from qualified professionals to provide a replacement data management system for our Fire and Emergency Medical Services (EMS) including the software system, data management, warranty, training and support as described in Attachment "A", Technical Specification, attached hereto and incorporated herein.

2.0 TERM

The County intends to award an agreement for a period of three (3) years with the option of two (2) one year renewals.

3.0 PROPOSER

For purposes of this RFP, the term "proposer" is defined as the legal entity submitting the proposal and identified in Part I of the RFP-INFO Form.

4.0 GENERAL TERMS AND CONDITIONS

Proposers shall be required to abide by all General Terms and Conditions set forth in Attachment "B", General Terms and Conditions of Solicitations and Purchase Orders, attached hereto and incorporated herein.

5.0 INSURANCE REQUIREMENTS

Before performing any contract work, the successful proposer shall procure and maintain, during the life of the contract, unless otherwise specified, insurance listed in Attachment "C", Insurance Requirements attached hereto and incorporated herein.

6.0 PROJECT OVERVIEW

Sarasota County Fire Department (SCFD) provides the majority of fire and EMS coverage for Sarasota County's population. SCFD currently operates 28 fire stations, has approximately 530 Firefighter/EMTs and Firefighter/Paramedics, and responded to over 44,000 calls in 2012. 550 personal utilize 50 laptops and 30 desktop computers to access the system.

The County seeks to implement a new data management system that will enable staff to serve the public with a greater efficiency and to enhance internal operations. The software solutions shall provide for easy management, increased efficiency, allow for future growth, and deploy easily to the functional areas of SCFD.

COUNTY'S CURRENT SYSTEM

Documed Systems International generated the software EMS Pro. This data management system has served Sarasota County since 2003. The system does not support the necessary upgrades and customizations to provide the level of functionality our Fire and EMS needs to continue to grow.

SARASOTA COUNTY - REQUEST FOR PROPOSALS ("RFP")
GENERAL NOTES AND REQUIREMENTS

7.0 QUALIFICATIONS

7.1. MINIMUM QUALIFICATIONS (REQUIRED)

7.1.1 **Use the Quals Form** to show the required experience as listed in 7.1.2.1-7.1.2.3 and the Preferred Qualifications for 7.2.1-7.2.2 (if applicable).

7.1.2 Experience:

7.1.2.1 The Contractor has successfully provided a minimum of three (3) references showing successful implementation of a fire and EMS reporting solution with agencies of similar size and complexity as Sarasota County Fire Department within the last seven (7) years prior to the RFP submittal date.

7.1.2.2 The Contractor has successfully provided a minimum of two (2) governmental, industrial or commercial references showing two (2) implementations of their fire and EMS reporting solution where they provided: licensing, warranty and maintenance support within the last seven (7) years prior to the RFP submittal date.

7.1.2.3 The Contractor has successfully provided a minimum of one (1) governmental, commercial, or industrial reference where a software migration process included importing of historical data into the new system within the last seven (7 years) prior to the RFP submittal date.

7.2 PREFERRED QUALIFICATIONS

7.2.1. Contractor has exhibited a long-term commitment to the Fire and Emergency Medical Services Reporting business and long term viability as a company, by showing three (3) or more projects within the last seven (7) years (prior to the RFP submittal date) with implementing patient care reporting systems that are compliant with the most current NFIRS and EMSTAR requirements for clients in the State of Florida.

7.3. PREFERRED CERTIFICATION

7.3.1. Assigned project staff will include a minimum of one (1) Project Management Institute (PMI) certified employee with a Project Management Professional (PMP) Certification. The Certified employee must be a direct employee of the submitting firm.

7.4 Failure to demonstrate these minimum qualifications requirements will result in the proposal being declared non-responsible.

8.0 PROPOSAL REQUIREMENTS

8.1 For solicitations identified as Manual, Proposals shall be bound, and shall contain the specified tabs with stated information behind each tab. Where specified, the maximum number of pages in each section of the response shall consist of double-sided, 8 ½" x 11" paper, using 12-point characters. Responses exceeding these limits may be considered non-responsive, at the sole discretion of the County.

8.2 For solicitations identified as Manual, all printed and photocopied documents related to this proposal and in fulfillment of any resulting contract shall be double-sided and printed on recycled paper with a minimum of 30% post-consumer content.

8.3 Proposals shall remain in effect for 120 calendar days after the closing date of the Request for Proposals, unless otherwise stipulated in the RFP.

8.0 PROPOSAL REQUIREMENTS (CONTINUED)

8.4 Proposers will be required to submit the completed forms and requested documents with their proposal.

8.5 Inclusion of information that is not requested will not be considered and may result in your proposal being declared non-responsive, at the sole discretion of the county.

9.0 REQUIRED TABS AND DOCUMENTS (FOR MANUAL SOLICITATIONS)

9.1 TAB 1 – INTRODUCTION

a. **(REQUIRED)** Provide a one page (double-sided) Letter of Interest.

b. **(REQUIRED)** The forms and documents checked below are provided as attachments to this solicitation, and incorporated herein. These documents are required, and must be included with your proposal submission. For electronic solicitations, these required documents must be submitted electronically in eProcure.

☒ Signed & notarized RFP-INFO Form (signatory shall have the authority to bind the proposer to the submitted proposal and shall be able to provide a delegation of authority document within a reasonable amount of time if requested by the County) **Complete this form in its entirety even if your company is not requesting a Local Preference consideration. (REQUIRED)**

c. **(REQUIRED) Immigration Status Affidavit: All proposers** must submit a notarized Immigration Status Affidavit as part of their eProcure Contractor profile **prior to the submittal due date and time**. The Immigration Status Affidavit form is available at https://eprocure.scgov.net under "Resources

To upload a document to your Contractor profile in eProcure, refer to Section 4 of the eProcure Contractor Registration Guide.

d. **(REQUIRED) No Lobby Affidavit: All proposers** must submit a notarized No Lobby Affidavit as part of their eProcure Contractor profile **prior to** the submittal due date and time. The No Lobby Affidavit form is available at https://eprocure.scgov.net under "Resources".

To upload a document to your Contractor profile in eProcure, refer to Section 4 of the eProcure Contractor Registration Guide.

e. **Drug-Free Workplace Program Certification:** Proposers that have implemented a drug-free workplace program pursuant to Section 287.087, Florida Statutes should submit a Drug-Free Workplace Program Certification form as part of their eProcure Contractor profile **prior to the submittal due date and time**. The Drug Free Workplace Program Certification form is available at https://eprocure.scgov.net under "Resources.

To upload a document to your Contractor profile in eProcure, refer to Section 4 of the eProcure Contractor Registration Guide.

f. **Local Business Affidavit:** Proposers wishing to be considered for local preference must submit a Local Business Affidavit as part of their eProcure Contractor profile prior to the submittal due date and time. The Local Business Affidavit form is available at https://eprocure.scgov.net under "Resources".

To upload a document to your Contractor profile in eProcure, refer to Section 4 of the eProcure Contractor Registration Guide.

g. Failure to provide any of the **required** documents may be cause to declare a proposer non-responsive.

9.2 TAB 2 - EXPERIENCE

a. **(REQUIRED)** Provide a brief history of the firm, including the number of years in business, pertinent capabilities, and evidence of experience and resources necessary to successfully provide the services described herein.

b. **(REQUIRED)** Resumes of key personnel. (Submit all Project Team personnel resumes. Any degrees, Licenses, or Certifications referenced on key Project Team personnel should be submitted with the company's proposal for consideration).

☒ **(REQUIRED)** Provide a maximum of 5 completed RFP-QUAL Forms

☒ **(REQUIRED)** Customer List

☒ **(REQUIRED)** Functionality Questionnaire

☐ **(REQUIRED TO SUBMIT IF APPLICABLE TO PROJECT TEAM AS OUTLINED IN THE PROPOSAL SUBMITTED).** Certifications-Project Management Institute PMP. Certificate holder must be a direct employee of the submitting firm.

9.3 TAB 3 – PROJECT APPROACH

a. **(REQUIRED)** Provide a detailed project approach for all aspects of software implementation, training, and trouble-shooting to ensure a smooth transition into the new software. Please provide information regarding the implementation methodology. This should be framed in terms of the various stages and time requirements associated with the implementation (e.g., software installation, training, process definition, etc.). In addition, you should identify the tools which your organization utilizes for maintaining the project schedule and required resources. Subcontractors may be used as long as the submitting company assumes all responsibility and meet all of the required criteria.

b. **(REQUIRED)** Describe ability to meet the County's- Attachment A-Technical Specifications.

c. Provide the approach you plan to take relative to the extraction, transformation, and loading of existing County data from Documed Systems International Software (EMS Pro 4.1) to the new software database. **(REQUIRED)**

d. This should include all of the following information **(REQUIRED)**:
   1. Database analysis and data field mapping
   2. Conversion program writing
   3. Data integrity checking and audit methodology
   4. Post-conversion clean up

9.4 TAB 3 – PROJECT APPROACH (CONTINUED)

a. Provide a graphical representation of the proposed schedule/timeline indicating major milestones and deliverables. **(REQUIRED)**

b. Logical architectural diagram of proposed solution. **(REQUIRED)**

c. Physical architectural diagram of proposed solution. **(REQUIRED)**

d. Minimum hardware requirements. **(REQUIRED)**

e. Optimal hardware requirements. **(REQUIRED)**

9.3 TAB 3 – PROJECT APPROACH (CONTINUED)

f. Required server and laptop software, including operating systems, database (version), and any third-party software. **(REQUIRED)**

g. Network and security requirements. **(REQUIRED)**

h. Provide a list of all available standard reports, query options and include representative examples of reports. **(REQUIRED)**

9.5 TAB 4 – COMPENSATION

a. Provide proposed compensation using the method or methods checked below. **(REQUIRED)**

☒ Provide the total (lump sum) proposed compensation necessary to provide the software, services and/or hardware described in the Technical Specifications using the Exhibit C-Price Proposal Form. **(REQUIRED)**

9.6 TAB 5 – TRAINING PLAN

a. Provide a detailed Training plan. The County requires the submission of a comprehensive training plan customized for each level of use (Section 6.0 of Attachment A-Technical Specifications). **(REQUIRED)**

10.0 EVALUATION

10.1 All timely responses meeting the criteria set forth in this RFP shall be considered by the County.

10.2 Proposals will be evaluated in accordance with the scoring and evaluation criteria listed in Section 12.0 of this RFP.

10.3 Contractors should be prepared to provide software demonstrations upon request.

10.4 Prior to scoring the proposals, the Evaluation Committee will determine if oral presentations are required. If the Committee determines that oral presentations are necessary, the Evaluation Committee will evaluate all responsive and responsible proposals and short-list the three (3) highest ranking firms using the evaluation criteria in Section 13.0. If the Committee would like to hear oral presentations from more than three (3) proposers, they will make that determination prior to scoring the proposals.

10.1 For products and services estimated to exceed $5,000,000 in total costs, the RFP Evaluation Committee will be required to request oral presentations from the proposers with the three highest scores.

10.0 EVALUATION (CONTINUED)

10.2 Following presentations, the committee will rank the short-listed proposers and recommend the first ranked proposer for award.

10.3 Notice of any public meetings pertaining to this RFP shall be posted at www.scgov.net. Proposers are instructed to contact Sarasota County Procurement if no meetings are indicated on the website and they wish to confirm whether meetings have been scheduled.

11.0 AWARD

11.1 Award shall be made to the proposer or proposers who, in the sole opinion of the County, are most qualified to perform the scope of services required.

11.2 The successful proposer shall be required to submit proof of licenses or certifications as required by the County.

11.3 In awarding this RFP, preference shall be given to local businesses in accordance with Section 2-215 of the Sarasota County Procurement Code. Proposers wishing to be given preference as a local business must submit a local business affidavit as part of their eProcure Contractor registration prior to the due date and time listed in the solicitation summary.

12.0 SCORING AND EVALUATION CRITERIA

12.1 Proposals will be ranked using the following scoring criteria.

CRITERIA	DESCRIPTION	MAXIMUM POINTS
LOCAL BUSINESS PREFERENCE (10% OF TOTAL POINTS AVAILABLE) *Local Business Preference points are only awarded to proposers who meet the county's local business definition as described in the Sarasota County Procurement Code.*	Proposers who meet the requirements of a "local business" as defined in Section 2-215 of the Sarasota County Procurement Code will receive Local Preference Points. Proposers must submit a local business affidavit as part of their eProcure Contractor profile to be eligible for local business preference.	2
DEMONSTRATED EXPERIENCE	References Provided and/or Demonstrated Past Experience.	3
SYSTEM/FUNCTIONALITY	System functionality according to Technical Specification.	7
PROJECT APPROACH	Approach to providing the service described in the RFP.	4
COMPENSATION	Total (lump sum) proposed compensation necessary to provide the services described herein.	4
MAXIMUM TOTAL POINTS		**20**

12.2 In the event of a tie, the tie-breaking procedures identified in the Sarasota County Procurement Manual will apply.

13.0 CHANGES IN PROJECT TEAM

13.1 A change in the project team of a short-listed firm after the submission of the response to this RFP could result in reconsideration of the scoring of applicable evaluation criteria, at the sole discretion of the County.

13.2 Any changes in the project team of a short-listed firm should be brought to the attention of the County as soon as possible after the change is made. The changes, the reasons for the changes, and resumes for the individuals being substituted for an original project team member, must be submitted, prior to oral presentations, to the Procurement Analyst identified on the Solicitation Summary.

13.3 Decreases in scoring may result from the reconsideration of changes in the project team or a short-listed firm. No increases in scoring will result from the reconsideration of changes in the project team of a short-listed firm.

13.4 After award of a contract, the successful respondent shall not be allowed to substitute project team members named in this response, including subcontractors, without the prior written permission of the County. Substitution may, in the sole opinion of the County, be grounds for cancellation of selection, or termination of contract.

14.0 TERMINATION

14.1 Any resulting agreement may be terminated for convenience by Sarasota County by giving written notice to the bidder thirty (30) days in advance of termination.

14.2 The County reserves the right to cancel the agreement on shorter notice if, in the sole opinion of the County, bidder performance poses a threat to County property, operation or to the health or safety of any person.

END OF INSTRUCTIONS TO PROPOSERS

RFP-INFO FORM
PROPOSER INFORMATION FORM AND PROPOSED SUBCONTRACTOR USAGE STATEMENT

RFP #	132568TM

SECTION I: PROPOSER INFORMATION		
LEGAL NAME OF COMPANY		YEARS IN BUSINESS
CONTACT (NAME/TITLE)	EMAIL	PHONE

SECTION II: LOCATION OF PROPOSER'S HEADQUARTERS					
ADDRESS	CITY	STATE	ZIP	YEARS @ LOCATION	SQ. FT.

SECTION III: LOCATION OF OFFICE TO PERFORM WORK						
ADDRESS	CITY	COUNTY	STATE	ZIP	YEARS @ LOCATION	SQ. FT.
IF AT ABOVE LOCATION FOR LESS THAN 3 YEARS, PROVIDE INFORMATION REGARDING PREVIOUS BUSINESS LOCATION						
PREVIOUS ADDRESS	CITY	COUNTY	STATE	ZIP	YEARS @ LOCATION	SQ. FT.

If applying for local business preference, proposer must register in eProcure and submit a Local Preference Affidavit in eProcure prior to the solicitation due date and time.

RFP-INFO FORM
PROPOSER INFORMATION FORM AND PROPOSED SUBCONTRACTOR USAGE STATEMENT

PART II: PROPOSED SUBCONTRACTOR INFORMATION

- PROPOSERS SHOULD LIST ALL SUBCONTRACTORS ABLE TO BE IDENTIFIED AT THE TIME THE PROPOSAL IS SUBMITTED
- SUBCONTRACTORS LISTED BELOW MAY NOT BE REPLACED WITHOUT WRITTEN APPROVAL BY THE COUNTY
- THE NUMBER AND LOCATION OF SUBCONSULTANTS INDICATED BELOW WILL BE USED TO DETERMINE ALLOCATION OF LOCAL PREFERENCE POINTS (IF APPLICABLE)

COMPANY NAME	SERVICES TO BE PROVIDED	CITY/STATE	% OF WORK ASSIGNED

RFP-INFO FORM
PROPOSER INFORMATION FORM AND PROPOSED SUBCONTRACTOR USAGE STATEMENT

PART II: PROPOSED SUBCONTRACTOR INFORMATION - Continued			
COMPANY NAME	SERVICES TO BE PROVIDED	CITY/STATE	% OF WORK ASSIGNED

By submitting a response, I acknowledge receipt of any and all issued addenda, and agree to the provisions of each.

I, _____ (print name),

the _____ (title)

of _____ (company name)

swear or affirm that all information on this affidavit and submitted with this RFP is true, and that I am authorized to complete this affidavit on behalf of the company.

_____ _____

Signature Date

NOTARY

The foregoing affidavit was subscribed and sworn to before me on this _____ day of _____, 20____.

SEAL

Notary Public: _____

Commission Expires: _____

Sarasota County

RFP 132568TM- ATTACHMENT "A"
TECHNICAL SPECIFICATIONS

1. Required Functionalities of the System:

1.1 The proposed system needs to already exist and have a proven track record of client satisfaction.

1.2 The proposed system must accommodate the following:

1.2.1 System must capture all patient care, fire reporting and run related data in an electronic format.

1.2.2 The software needs to be web-based and its capabilities will need to be comprehensive enough to allow the department to go paperless, ensuring all data, including signatures can be captured prior to the report being closed and sent to the database.

1.2.3 System must accommodate the entry of data even if not connected to the internet. Data should download to the server once connection is established.

1.2.4 System must provide a user-friendly interface for completing Patient Care Reports to include a body image graphical interface, mileage capture, signature capture, and assessment tools. (E.g. Glasgow Coma Scale, Rule of Nine Burn Assessment, etc.).

1.2.5 System must be capable of customizing data field and data field names and still maintain National Emergency Medical Service Information System (NEMSIS) and Florida EMS Tracking and Reporting (EMSTARS) compliance.

1.2.6 System must be highly configurable to meet current and future needs without extensive software customization. This should optimize both the ability of the vendor to provide long-term support and the flexibility to implement future upgrades and enhancements to the product.

1.2.7 System must use the Windows 7 operating system (at a minimum).

1.2.8 System must have and maintain compatibility with current National Fire Information Reporting System (NFIRS) reporting requirements.

1.2.9 System must maintain a Gold Standard rating with the National Emergency Medical Service Information (NEMSIS) and support HL7 language for data export and transfer.

1.2.10 System must be verified EMSTARS compliant and able to forward data automatically and electronically to the Florida Department of Health secure website.

1.2.11 System must have comprehensive quality assurance and quality improvement (QA/QI) report writer for the department to write, schedule, and automatically flag report data that may have protocol violations identified and alert select members of the QA/QI committee.

1.2.12 System's report viewer must include drill-down capabilities and allow report writer and administrative level report modifications. System must have Ad-hoc report writing capabilities that has access to all data fields in the system.

RFP 132568TM- ATTACHMENT "A"
TECHNICAL SPECIFICATIONS

1.2.13 System must be capable of including the migration of the department's current and historical data to be compatible with the new software and allow for historical reporting of same. The existing database is on SQL2008R2 and was generated by Documed Systems International Software (EMS Pro 4.1).

1.2.14 System must allow easy access to the data for report and query generation without the need for a programming specialist.

1.2.15 System must interface with Physio-Control Lifepak equipment that will allow all available data to transfer from the Lifepak 12 and Lifepak 15 equipment to the appropriate data field of the PCR via a blue-tooth connection.

1.2.16 System must be a single platform for all modules (Fire and EMS) and automatic cross populating of common data fields to eliminate the need for duplicate entry.

1.2.17 System must accommodate the attachment of photos, scanned documents, voice recording files, and other file formats.

1.2.18 System must be able to transfer all NFIRS data fields automatically and electronically to the state of Florida fire regulating agency.

1.2.19 System must be able to import data from Intergraph computer aided dispatch (CAD) version 9.11 and integrate the data into related areas of fire and EMS reports.

1.2.20 System must include an automated and secure billing interface that allows the data captured to be properly formatted and forwarded electronically to a third party medical billing entity, such as, but not limited to, Intermedix using an FTP protocol.

1.2.21 System must allow system administrators to configure security to allow the receiving facilities such as, but not limited to, hospital emergency departments secure, web-based access to the entire PCR of patients that were transported to their facilities.

1.2.22 System must have the capability to synchronize previous patient record information from the database to the field personnel. Once patient identity has been confirmed and accepted by the field personnel, all related data fields should automatically populate.

1.2.23 The proposed system must be designed to provide 99.9% availability of the application and database, inclusive of scheduled and unscheduled maintenance, as measured on an annual basis. There can be no loss of data. To bridge the maintenance windows the data should be queued and loaded when the system is available. There should be regularly scheduled database backups on a frequency to be determined and be supported by a disaster recovery plan.

1.2.24 System must integrate with existing mobile laptop units. Laptop specifications: Panasonic Toughbook CF-19, Windows 7, Intel Core i5- 540UM, 1.2 GHz, vPro, 10.4 inch XGA Dual Touch, 160 GB, 2GB, Intel Wi-Fi a/b/g/n, TPM, Blue-tooth, Dual Pass. (Upper:WWAN/Lower:WLAN), Emissive Backlit Keyboard, no drive.

1.2.25 System must have the capability to integrate with future versions of mobile laptops.

1.2.26 System must be compatible with 3G, 4G, Long Term Evolution (LTE) and future generations of wireless network connectivity.

1.2.27 System must allow dynamic and custom "Required Fields" based on other data captured within the PCR.

1.2.28 System must be designed such that all patient information transfers must be sufficiently secure as to be Health Insurance Portability and Accountability Act (HIPAA) and Protected Health Information (PHI) compliant.

1.2.29 System must have the ability to build custom billing audit reports.

1.2.30 System must have open data fields available that can be easily configured for SCFD specific data acquisition (e.g. "Patient Homeless" checkbox, etc.).

1.2.31 Software must allow the ability to collect electronic signatures and store them in a retrievable and verifiable format.

2. System Preferred Functionalities

2.1 Software has the ability to scan magnetic data strips or barcodes (including pdf417), for example driver's licenses, to import patient demographics.

2.2 Reports have a customizable "auto-narrative".

2.3 System allows the import of staffing data from Telestaff Version 2.81.1 to related areas of fire and EMS reports.

2.4 Contractor hosted solution is preferred; however, Sarasota County will entertain vendor hosted or locally hosted solutions.

2.5 Contractor has a product enhancement strategy that factors in customer needs, without reliance solely upon software customization.

2.6 System has inventory/supply use tracking and report generating capabilities.

2.7 Software has ability to transmit administrative information, configuration changes or updates, and documents over the internet connection to all associated computers with administrative ability to select individual units or the entire system.

2.8 System has the capability to integrate with other mobile data platforms, i.e. iPad or similar.

3. Local System Hosting

3.1 If vendor is proposing Sarasota County hosting, in order to accommodate local hosting:

3.1.1 Supported servers (if local) at a minimum should be at least Server 2008 R2 (physical or virtual).

3.1.2 Supported database servers (if local) at a minimum should be at least MS SQL 2008 R2.

3.1.3 All data must be owned by the County.

3.1.4 If Software as a Service (SAAS) solution proposed, vendor must demonstrate adequate backup, security, redundancy and reporting (data import/export) capabilities.

4. Technology Requirement

4.1 Computer systems and databases used for providing the documents necessary to any Agreement shall be compatible with existing County systems and Enterprise Information Technology policies. The County operates on a Cisco/Nortel hybrid optical network behind a Checkpoint firewall. County PCs run on Microsoft Windows XP and Windows 7 compatible software. The County's wireless network is Cisco-based.

5. Training

5.1 The activities to be provided by the Contractor's Training Staff shall include:

4.1.1 Onsite, web and/or computer based training module with test scenarios.

4.1.2 Train-the-Trainer sessions (train key staff members to enable these members to train field personnel).

4.1.3 Training customized for the following users:

4.1.3.1 Staff who utilize the software application and its reporting functions on a daily basis in the field.

4.1.3.2 Staff who may provide some level of administration and report review.

4.1.3.3 Application Administrators who may fully administer the application, all modules, and set up security for users.

4.1.3.4 Quality Improvement/Quality Assurance staff who may monitor performance measures and develop activity reports.

RFP 132568TM- ATTACHMENT "A"
TECHNICAL SPECIFICATIONS

6. Project Manager

6.1 The activities to be provided by the Contractor's Project Manager shall include assisting the County with the following:

6.1.1. Development of an overall implementation strategy.

6.1.2. Development of technical standards for modifications, security, conversion, and system administration for all modules.

6.1.3. Development of a plan for allocation of needed resources.

6.1.4. Establishing a Project timeline, staging and scheduling.

6.1.5. Task management, tracking, and status reports.

6.1.6. Project meetings and documentation.

6.1.7. Training development and coordination

7. Warranty, Maintenance, and Support

7.1 A comprehensive warranty must be provided with the software system.

7.2 The maintenance shall include any maintenance required both on-site and off-site in order to maintain, or upgrade the systems total functionality.

7.3 Support must include 24 hour per day, 7 days a week, customer service support contact. This support must include both onsite and on-call support for both their software and hardware.

END- "Attachment A"-Technical Specifications

Sarasota County requires experience in the below items as indicated by required or preferred. Please answer yes or no the following questions below for each functionality. Considering the question, "Does your system meet this requirement"? Attach additonal information if necessary.

Item	Functionality	Y/N	Comment
1	The proposed system needs to already exist and have a proven track record of client satisfaction. (Section 1.1) **(REQUIRED)**		
2	System must capture all patient care, fire reporting and run related data in an electronic format. (Section 1.2.1) **(REQUIRED)**		
3	The software needs to be web-based and its capabilities will need to be comprehensive enough to allow the department to go paperless, ensuring all data, including signatures can be captured prior to the report being closed and sent to the database. (Section 1.2.2) **(REQUIRED)**		
4	System must accommodate the entry of data even if not connected to the internet. Data should download to the server once connection is established. (1.2.3)		
5	System must provide a user-friendly interface for completing Patient Care Reports to include a body image graphical interface, mileage capture, signature capture, and assessment tools. (E.g. Glasgow Coma Scale, Rule of Nine Burn Assessment, etc.). (Section 1.2.4) **(REQUIRED)**		
6	System must be capable of customizing data field and data field names and still maintain National Emergency Medical Service Information System (NEMSIS) and Florida EMS Tracking and Reporting (EMSTARS) compliance. (Section 1.2.5) **(REQUIRED)**		
7	System must be highly configurable to meet current and future needs without extensive software customization. This should optimize both the ability of the vendor to provide long-term support and the flexibility to implement future upgrades and enhancements to the product. (Section 1.2.6) **(REQUIRED)**		
8	System must use the Windows 7 operating system (at a minimum). (Section 1.2.7) **(REQUIRED)**		
9	System must have and maintain compatibility with current National Fire Information Reporting System (NFIRS) reporting requirements. (Section 1.2.8) **(REQUIRED)**		
10	System must maintain a Gold Standard rating with the National Emergency Medical Service Information (NEMSIS) and support HL7 language for data export and transfer. (Section 1.2.9) **(REQUIRED)**		

Sarasota County requires experience in the below items as indicated by required or preferred. Please answer yes or no the following questions below for each functionality. Considering the question, "Does your system meet this requirement"? Attach additonal information if necessary.

11	System must be verified EMSTARS compliant and able to forward data automatically and electronically to the Florida Department of Health secure website. (Section 1.2.10) **(REQUIRED)**		
12	System must have comprehensive quality assurance and quality improvement (QA/QI) report writer for the department to write, schedule, and automatically flag report data that may have protocol violations identified and alert select members of the QA/QI committee. (Section 1.2.11) **(REQUIRED)**		
13	System's report viewer must include drill-down capabilities and allow report writer and administrative level report modifications. System must have Ad-hoc report writing capabilities that has access to all data fields in the system. (Section 1.2.12) **(REQUIRED)**		
14	System must be capable of including the migration of the department's current and historical data to be compatible with the new software and allow for historical reporting of same. The existing database is on SQL2008R2 and was generated by Documed Systems International Software (EMS Pro 4.1). (Section 1.2.13) **(REQUIRED)**		
15	System must allow easy access to the data for report and query generation without the need for a programming specialist. (Section 1.2.14) **(REQUIRED)**		
16	System must interface with Physio-Control Lifepak equipment that will allow all available data to transfer from the Lifepak 12 and Lifepak 15 equipment to the appropriate data field of the PCR via a blue-tooth connection. (section 1.2.15) **(REQUIRED)**		
17	System must be a single platform for all modules (Fire and EMS) and automatic cross populating of common data fields to eliminate the need for duplicate entry. (Section 2.2.16) **(REQUIRED)**		
18	System must accommodate the attachment of photos, scanned documents, voice recording files, and other file formats. (Section 1.2.17) **(REQUIRED)**		
19	System must be able to transfer all NFIRS data fields automatically and electronically to the state of Florida fire regulating agency. (Section 1.2.18) **(REQUIRED)**		
20	System must be able to import data from Intergraph computer aided dispatch (CAD) version 9.11 and integrate the data into related areas of fire and EMS reports. (Section 1.2.19) **(REQUIRED)**		

Sarasota County requires experience in the below items as indicated by required or preferred. Please answer yes or no the following questions below for each functionality. Considering the question, "Does your system meet this requirement"? Attach additonal information if necessary.

21	System must include an automated and secure billing interface that allows the data captured to be properly formatted and forwarded electronically to a third party medical billing entity, such as, but not limited to, Intermedix using an FTP protocol. (Section 1.2.20) **(REQUIRED)**		
22	System must allow system administrators to configure security to allow the receiving facilities such as, but not limited to, hospital emergency departments secure, web-based access to the entire PCR of patients that were transported to their facilities. (Section 1.2.21) **(REQUIRED)**		
23	System must have the capability to synchronize previous patient record information from the database to the field personnel. Once patient identity has been confirmed and accepted by the field personnel, all related data fields should automatically populate. (Section 1.2.22) **(REQUIRED)**		
24	The proposed system must be designed to provide 99.9% availability of the application and database, inclusive of scheduled and unscheduled maintenance, as measured on an annual basis. There can be no loss of data. To bridge the maintenance windows the data should be queued and loaded when the system is available. There should be regularly scheduled database backups on a frequency to be determined and be supported by a disaster recovery plan. (Section 1.2.23) **(REQUIRED)**		
25	System must integrate with existing mobile laptop units. Laptop specifications: Panasonic Toughbook CF-19, Windows 7, Intel Core i5- 540UM, 1.2 GHz, vPro, 10.4 inch XGA Dual Touch, 160 GB, 2GB, Intel Wi-Fi a/b/g/n, TPM, Blue-tooth, Dual Pass. (Upper:WWAN/Lower:WLAN), Emissive Backlit Keyboard, no drive. (Section 1.2.24) **(REQUIRED)**		
26	System must be compatible with 3G, 4G, Long Term Evolution (LTE) and future generations of wireless network connectivity. (Section 1.2.26) **(REQUIRED)**		
27	System must allow dynamic and custom "Required Fields" based on other data captured within the PCR. (Section 1.2.27) **(REQUIRED)**		
28	System must be designed such that all patient information transfers must be sufficiently secure as to be Health Insurance Portability and Accountability Act (HIPAA) and Protected Health Information (PHI) compliant. (Section 1.2.28) **(REQUIRED)**		
29	System must have the ability to build custom billing audit reports. (Section 1.2.29) **(REQUIRED)**		

Sarasota County requires experience in the below items as indicated by required or preferred. Please answer yes or no the following questions below for each functionality. Considering the question, "Does your system meet this requirement"? Attach additonal information if necessary.

30	System must have open data fields available that can be easily configured for SCFD specific data acquisition (e.g. "Patient Homeless" checkbox, etc.). (Section 2.2.30) **(REQUIRED)**		
31	Software must allow the ability to collect electronic signatures and store them in a retrievable and verifiable format. (Section 1.2.31) **(REQUIRED)**		
32	Software has the ability to scan magnetic data strips or barcodes (including pdf 417- for example driver's licenses) to import patient demographics. (Section 2.1) **(PREFERRED)**		
33	Reports have a customizable "auto-narrative". (Section 2.2) **(PREFERRED)**		
34	System allows the import of staffing data from Telestaff Version 2.81.1 to related areas of fire and EMS reports. (Section 2.3) **(PREFERRED)**		
35	Contractor hosted solution is preferred; however, Sarasota County will entertain vendor hosted or locally hosted solutions. (Section 2.4) **(PREFERRED)**		
36	Contractor has a product enhancement strategy that factors in customer needs, without reliance solely upon software customization. (Section 2.5) **(PREFERRED)**		
37	System has inventory/supply use tracking and report generating capabilities. (Section 2.6) **(PREFERRED)**		
39	Software has ability to transmit administrative information, configuration changes or updates, and documents over the internet connection to all associated computers with administrative ability to select individual units or the entire system. (Section 2.7) **(PREFERRED)**		
38	System has the capability to integrate with other mobile data platforms, i.e. iPad or similar. (Section 2.8) **(PREFERRED)**		

Sarasota County

ATTACHMENT "B"
GENERAL TERMS AND CONDITIONS OF SOLICITATIONS AND PURCHASE ORDERS

1.0 ADDITIONAL INFORMATION

1.1 The County reserves the right to request clarifications or additional information from any offeror. Specific questions may be addressed to each of the offerors and the County's Review Committee or Procurement Analyst, as applicable, may consider any further elaboration by the offerors of any information previously submitted.

2.0 AMERICANS WITH DISABILITIES ACT

2.1 Sarasota County does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the County's functions including one's access to, participation, employment, or treatment in its programs or activities. Anyone requiring reasonable accommodation for the public meetings related to any solicitation should contact the Procurement Analyst named on the solicitation summary at least 24 hours in advance of the meeting.

3.0 APPLICABILITY

3.1 These General Terms and Conditions apply to Sarasota County Invitations for Bid (except for Invitations for Bids for Construction Services), Requests for Professional Services, Requests for Proposals, Invitation for Quotes, Requests for Informal Quotes, and purchase orders.

4.0 APPLICABLE LAWS

4.1 Offeror must be authorized to transact business in the State of Florida.

4.2 All applicable local, state and federal laws, ordinances and regulations will apply to any resulting agreement and each offeror is responsible for full compliance therewith.

4.3 Any Offeror who, as a result of a code enforcement hearing conducted by a Sarasota County Special Magistrate, has been determined to be in violation of any provision of the Sarasota County Code of Ordinances (whether related to the subject matter of this Request for Proposal or not), shall be deemed non-responsible and ineligible for award of any contract hereunder. This prohibition shall be in force until the violation has been corrected and any fine imposed by the Special Magistrate has been fully paid and during the pendency of any appeal concerning such violation or fine. In the event an Offeror is awarded an agreement hereunder and subsequently is determined to be in violation of any provision of the Sarasota County Code of Ordinances as stated above, such violation shall be grounds for termination of that contract.

4.4 Offerors located in Sarasota County must comply with the Local Business Tax ordinance. It shall be the responsibility of the Offeror to obtain a current local business tax receipt from the Sarasota County Tax Collector (www.sarasotataxcollector.com) and supply a copy of that receipt to the County upon request.

5.0 ASSIGNMENT OR TRANSFER

5.1 The offeror shall be prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of its responsibilities under the Agreement, or its rights, title or interest therein or its power to execute such Agreement to any person, company, corporation, or partnership without prior written notice and consent and approval of Sarasota County which consent and approval may be withheld at Sarasota County's sole discretion.

6.0 AVAILIBILTY OF DOCUMENTS

6.1 All documentation related to Sarasota County solicitations is available for download via Sarasota County Procurement's eProcure system. eProcure is accessible via Sarasota County Procurement's website at: https://eprocure.scgov.net

6.2 Vendors must be registered in eProcure prior to submitting an offer in response to a County solicitation. Sarasota County will attempt to notify registered vendors of active solicitations that match their vendor profile, but will not be responsible if a vendor does not receive notification for any reason.

6.3 It is solely the responsibility of each offeror to ensure they have obtained current copies of all documents issued by the County in relation to any solicitation.

6.4 Only documents obtained directly from Sarasota County Procurement's eProcure system are official versions. Offerors who rely on any other sources for such documents, do so at their own risk.

7.0 OFFER DELIVERY REQUIREMENTS

7.1 It shall be the sole responsibility of the offeror to have their offer delivered to the Sarasota County Procurement Office for receipt on or before the due date and time indicated on the solicitation summary.

7.2 For solicitations designated in eProcure as manual, the time stamped on the offer by Sarasota County Procurement will be the official time of receipt. For solicitations designated in eProcure as electronic, the time in the eProcure system will be the official time of receipt. Manual offers stamped after the due date and time specified on the solicitation summary and electronic offers not received in eProcure by the due date and time specified on the solicitation summary will not be considered.

7.3 Delivery of offers by the specified due date and time is strictly the responsibility of the Offeror.

7.4 Manual offers delayed by mail shall not be considered, shall not be opened at the public opening, and arrangements shall be made for their return at the offeror's request and expense. Electronic offers not submitted electronically in eProcure by the time and date due shall be rejected by the County and will not be considered.

7.5 Manual offers shall clearly identify the legal name, address and telephone number of the offeror.

7.6 For manual offers, all printed and photocopied documents related to the submission of this solicitation and fulfillment of any resulting contract shall be double-sided and printed on recycled paper with a minimum of 30% post-consumer content.

8.0 CLARIFICATION & ADDENDA

8.1 Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the solicitation shall be submitted electronically through the eProcure system. All requests for information (RFI) must be received no later than the RFI deadline specified in the solicitation summary. No verbal requests for information will be honored.

8.2 The electronic response posted in eProcure or the posting of an addendum in eProcure are the only official methods whereby interpretation, clarification or additional information will be provided. It shall be the responsibility of each offeror, prior to submitting their offer, to visit eProcure and determine if addenda were issued and to make such addenda a part of their offer.

8.3 The County shall not be responsible for oral interpretations given by any County employee, representative, or others.

8.4 By submitting a response, offerors acknowledge receipt of any and all issued addenda, and agree to the provisions of each.

9.0 CODE OF ETHICS

9.1 With respect to this offer, if any offeror violates or is a party to a violation of the State of Florida per Florida Statutes, Chapter 112, Part III, Code of Ethics for Public Officers and Employees, such offeror may be disqualified from performing the work described in the solicitation or from furnishing the goods or services for which the offer is submitted and shall be further disqualified from submitting any future offers.

10.0 COLLUSION

10.1 By submitting an offer to a solicitation, the offeror certifies that he/she has not divulged to, discussed or compared his offer with other offerors and has not colluded with any other offeror or parties to this offer whatsoever. Also, offeror certifies, and in the case of a joint offer, each party thereto certifies, as to their own organization that in connection with the offer:

a. Any prices and/or data submitted have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other offeror or with any competitor;
b. Any prices and/or cost data quoted for this offer have not been knowingly disclosed by the offeror prior to the scheduled opening directly or indirectly to any competitor;
c. No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition;
d. The only person or persons interested in this offer as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this offer; and
e. No person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee except bona fide employees or established commercial agencies maintained by the offeror for the purpose of doing business.

10.2 An offer may be disqualified if an offeror submits more than one offer or if there is evidence of collusion.

11.0 COMPLIANCE WITH SOLICITATION REQUIREMENTS

11.1 Each offer must meet the requirements specified in the solicitation.

11.2 Failure to submit all of the required forms and information in the manner specified may result in the offer being found non-responsive, at the sole discretion of the County.

11.3 Offerors failing to demonstrate the stated minimum qualifications may be deemed non-responsible, at the sole discretion of the County.

12.0 CONTACT WITH COUNTY STAFF

12.1 After the issuance of the solicitation, prospective offerors or any agent, representative or person acting at the request of such offeror shall not contact, communicate with or

discuss any matter relating in any way to the solicitation with any officer, agent or employee of Sarasota County, including members of review committees, other than the Procurement Official or Procurement Analyst named in the solicitation summary. Failure to comply with this provision may result in the disqualification of the offeror, at the option of the County.

12.2 This prohibition begins with the issuance of any solicitation, and ends upon execution of the agreement or when the solicitation has been canceled. Violation of this prohibition may result in the offeror being considered non-responsible.

13.0 CONTRACT FORMS

13.1 Any agreement or Purchase Order resulting from the acceptance of an offer shall be on forms either supplied by or approved by the County.

13.2 Any amendments to the resulting agreement shall require the formal written approval of both parties.

14.0 DUE DILIGENCE

14.1 Due care and diligence have been exercised in the preparation of the solicitation, and all information contained within is believed to be substantially correct. However, the responsibility for determining the full extent of the services or goods being solicited rests solely with the offeror.

15.0 EQUAL EMPLOYMENT OPPORTUNITY

15.1 Offeror shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

16.0 FUNDING

16.1 This solicitation is subject to the appropriation of funds in an amount sufficient to allow continuation of the County's performance in accordance with the terms and conditions of this solicitation for each fiscal year for which an agreement is awarded.

17.0 INDEMNIFICATION OF THE COUNTY

17.1 The offeror shall pay on behalf of or indemnify and hold harmless Sarasota County Government from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the offeror arising out of or in any way connected with the offerors or sub-contractor's performance or failure to perform under the terms of any contract resulting from any solicitation. Depending upon the nature of the services being provided, additional indemnification requirements may apply.

17.2 If procuring construction services, the following indemnification requirements apply:

Pursuant to Section 725.06(2), Florida Statutes the Contractor shall indemnify and hold harmless Sarasota County Government from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees to the extent caused by the negligence, recklessness or intentional wrongful conduct of the Contractor and persons employed or utilized by the Contractor in the performance of the contract.

17.3 If procuring professional services, as defined by Section 287.055, Florida Statutes, the following indemnification requirements apply:

Pursuant to Section 725.08(1), Florida Statutes the design professional shall indemnify and hold harmless Sarasota County Government from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract. This provision shall survive the termination or expiration of the contract.

18.0 INSURANCE

18.1 The offeror shall submit proof of insurance per Sarasota County's specifications including additional insured upon request.

19.0 INVOICING

19.1 All invoices must be mailed to the Sarasota County Finance Department, Clerk of the Circuit Court, P.O. Box 8, Sarasota, FL 34230-0008. Invoices must contain the Purchase Order number, required identification information, and reflect the Contract prices, terms, and conditions. Invoices containing deviations or omissions will be returned to the vendor for correction and resubmission.

19.2 The County shall pay offeror through payment issued by the Clerk of the Circuit Court in accordance with Section 218.70 et.seq, Florida Statutes, Local Government Prompt Payment Act, upon receipt of the offeror's properly submitted invoice.

19.3 Offerors shall not perform any service or provide products until they have been issued a Purchase Order number. If the County has arranged to make payments with a purchasing card, the procedures below shall apply.

19.4 The County reserves the right to pay for purchases made under any agreement resulting from a solicitation through its Purchasing Card Program which utilizes VISA credit cards. When payment is received utilizing the County credit card, an original invoice should not be mailed to the Finance Department as defined above. Only the credit card receipt is issued for this charge with the original receipt being provided with the delivery to the individual cardholder placing the order. No surcharges will be accepted for the use of purchasing cards.

19.5 The County's administrative agent will approve invoices for payment only if the work is completed to the satisfaction of the County. Upon completion of a project the Offeror is to mail or deliver to the administrative agent a work order indicating the location, the work performed, and the Purchase Order number. Invoicing must comply with the directions per the Instructions, Terms, and Conditions section listed above herein.

20.0 IRREVOCABLE OFFER

20.1 Any offer may be withdrawn up until the due date and time specified on the solicitation summary. Any offer not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of 120 days.

21.0 LICENSES AND CERTIFICATIONS

21.1 The successful offeror shall be required to submit proof of all licenses and/or certifications required by the County upon request.

22.0 LOCAL PREFERENCE

22.1 Unless otherwise noted in the solicitation, preference shall be given to a "local business" in the awarding of any Invitation for Bid or Request for Proposal in accordance with Section 2-215 of the Sarasota County Code. Local preference shall not apply to other types of solicitations unless explicitly stated in subject solicitation.

22.2 "Local business" means(1) The vendor has paid a local business tax either to Sarasota, Manatee or Charlotte County, if applicable, or is a business entity registered with the State of Florida Division of Corporations indicating a principal office located in Sarasota, Manatee, or Charlotte County or presents other verifiable documents to substantiate business location in Sarasota, Manatee or Charlotte County that are satisfactory to the Procurement Official and (2) Has maintained a permanent physical business address located within the limits of either Sarasota, Manatee or Charlotte County from which the vendor operates or performs business for at least one year prior to the submission of a response to a Sarasota County solicitation and, (3) Has at least five full time employees or one principal officer at this location.

22.3 Bidders and Proposers wishing to be granted local preference must submit all required documentation, including a Local Business Affidavit. Bidders and Proposers with businesses located in Sarasota or Charlotte County must submit a copy of their business tax receipt to be considered a local business.

22.4 Bidders or proposers who submit falsified data may be suspended or debarred in accordance with Section 2-223 of the Procurement Code.

22.5 To determine if you may qualify for local business preference, please refer to the Local Preference Checklist for Vendors located at:

https://www.scgov.net/Procurement/Pages/default.aspx

22.6 Offerors wishing to be given preference as a local business must submit a local business affidavit as part of their eProcure vendor registration prior to the due date and time listed in the solicitation summary.

22.7 For local preference to be granted, the name of the company represented on required forms must be the same as the name on the local business affidavit.

22.8 Information regarding Sarasota County's Local Business Tax can be found at http://sarasotataxcollector.governmax.com.

22.9 In the case of a proposal submitted by more than one entity, any one of those entities can qualify the proposal for the local preference. Sub-contractors or sub-consultants cannot qualify a proposal for local preference.

23.0 MATHEMATICAL ERRORS

23.1 In the event of mathematical error(s), unit price shall prevail. All offers shall be reviewed mathematically and corrected, prior to award.

24.0 OWNERSHIP AND FORMAT OF WORK PRODUCT

24.1 All plans and specifications developed for a solicited project shall become the property of Sarasota County Government and may not be re-used by the offeror.

25.0 OWNERSHIP OF RESPONSES

25.1 All documents submitted as part of an offer shall become the property of the County.

26.0 PRE-SUBMITTAL CONFERENCES

26.1 Failure of an offeror to attend any mandatory conference will result in their offer being considered non-responsive.

27.0 PROTECTION OF RESIDENT WORKERS

27.1 Sarasota County supports the Federal Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification and non-discrimination. The Offeror is held responsible to establish appropriate procedures and controls so no service under this contract will be performed by any worker who is not legally eligible to perform such services.

27.2 Sarasota County shall have the right to immediately terminate an agreement if the County determines that the Offeror has failed to perform satisfactorily with respect to its employment practices in support of INA.

27.3 Offerors shall be required to confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require same requirement to confirm employment eligibility of all subcontractors.

28.0 PROTESTS

28.1 Protest procedures are available by contacting the Procurement Analyst listed on the solicitation summary. Protest procedures are also available online at:

https://www.scgov.net/Procurement/Pages/default.aspx

28.2 Any protest of the terms, conditions and specifications contained in a solicitation and subsequent addendums, including, but not limited to, any provisions governing the methods for awarding the solicitation must start with a verbal notification to the Procurement Official, within three (3) business days of the posting of this solicitation or issuance of applicable addendum.

28.3 Any offeror who believes that they have been aggrieved in connection with the award of this solicitation, as the result of a violation of the requirements of the Sarasota County Procurement Code or any applicable provision of law, may protest the award action. Protestors must verbally notify the Procurement Official of their intent to protest within three (3) business days of the posting of the Notice of Award Action.

28.4 Pursuant to Section 2-221 of the Procurement Code, protestors, and those acting on behalf of a protestor, are prohibited from directly contacting any County officer, agent, or employee other than the procurement staff, to discuss any matter relating in any way to the solicitation being protested. This prohibition begins with the issuance of the solicitation and ends upon the execution of an agreement or cancellation of the solicitation. Failure to adhere to this restriction may result in the protest being rejected or denied by the County without further consideration.

29.0 PUBLIC ENTITY CRIMES

29.1 In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit an offer 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, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

29.2 Additionally, pursuant to County policy, a conviction of a public entity crime may cause the rejection of an offer. The County may make inquiries regarding alleged convictions of public entity crimes. The failure of an offeror to promptly supply information in connection with an inquiry may be grounds for rejection of an offer.

30.0 PUBLIC MEETINGS

30.1 Notice of any public meetings pertaining to this solicitation shall be posted at www.scgov.net.

31.0 PUBLIC RECORDS

31.1 Offerors acknowledge that all documents submitted with their offer are subject to disclosure under Florida public records laws. If an offeror wishes to claim exemption from disclosure to the public records law for any of its documents submitted, the offeror must cite the specific statutory exemption being asserted.

32.0 RESERVED RIGHTS

32.1 The County reserves the right to accept or reject any or all offers, to waive irregularities and technicalities, and to request clarifications or additional information from offerors.

32.2 The County reserves the right to accept all or any part of the offer and to increase or decrease quantities to meet additional or reduced requirements of the County.

32.3 Any sole response received by the submission date may or may not be rejected by the County Administrator or designee.

32.4 The County reserves the right to cancel a solicitation at any time and to cancel any recommended award or recommended contract at any time prior to execution.

32.5 To be responsive, offeror shall submit an offer which conforms in all material respects to the requirements set forth in the solicitation.

32.6 To be responsible, offeror shall have the demonstrated ability or capability to fully perform the requirements of the solicitation and has the integrity and reliability to assure contractual performance.

32.7 Offerors are advised that any person, firm, or other party to whom they propose to award a subcontract must meet all minimum qualifications as stated in the specifications.

32.8 Offerors are required to submit pricing on forms supplied by the County. Offers, may be deemed non-responsive if required forms are not used and duly signed by an authorized representative of the offeror.

32.9 Offerors submitting more than one bid form or price proposal in response to a solicitation will be deemed non-responsive.

32.10 Unless otherwise stated in the specifications, any contracts resulting from this solicitation are non-exclusive. The County reserves the right, in its sole opinion, to direct purchase items listed in this solicitation.

32.11 Offerors submitting unbalanced bids or quotes may be deemed non-responsive by the County. The County reserves the right to request itemized pricing if, in their sole opinion, offeror has submitted a bid or quote that appears to be unbalanced.

33.0 RESULTING AGREEMENT

33.1 Any agreement resulting from a solicitation may, at the sole discretion of the County, contain provisions that differ from the terms of the solicitation.

34.0 ROYALTIES AND PATENTS

34.1 The offeror shall pay all royalties and license fees for equipment or processes in conjunction with the equipment and/or services being furnished. Offerors shall defend all suits or claims for infringement of any patent, trademark or copyright, and shall save the County harmless from loss on account thereof, including costs and attorney's fees.

35.0 SOLICITATION EXPENSES

35.1 Offerors shall bear all costs and expenses incurred with developing, preparing, and submitting their offers.

36.0 STRIKE-THROUGH

36.1 The use of strike-through in the solicitation documents, including all attachments, indicates that the provision is not applicable to the purchase.

37.0 SUSTAINABILITY

37.1 As stated in Sarasota County Code, Section 2-229, "The County is committed to the procurement of products and services that minimize negative environmental and social impacts and emphasize long-term values. Preference shall be given to products or services that have a lesser or reduced effect on human health and the environment when compared to other products and services that serve the same purpose." Sarasota County expects offerors to provide cost effective and functional methods to meet this objective in their work products. Offerors should optimize post-consumer recycled content and reduce packaging and waste in creating their offers.

38.0 TAXES

38.1 Sarasota County is exempt from Federal Excise and State Sales Taxes (Department of Revenue Certification No. 85-8012515235C-5).

39.0 TECHNOLOGY

39.1 Computer systems and databases used for providing the documents necessary to any Agreement shall be compatible with existing County systems. The County operates on a Cisco/Nortel hybrid optical network behind a CheckPoint firewall. County PCs run Microsoft Windows XP and Windows-compatible software. The County's wireless network is Cisco-based.

39.2 The County records all land related changes and/or activities in its corporate ESRI ArcGIS 9.x based Geographic Information System (GIS). Therefore, all GIS or Computer Aided Drafting (CAD) formatted data created or modified in support of a project will be provided to the County as a project deliverable for inclusion into the County's GIS, at no additional cost. GIS data files submitted in support of a project must adhere to Sarasota County GIS Standards, and CAD drawings submitted must adhere to Sarasota County CAD Standards. Both standards are available via the County website (www.scgov.net).

40.0 TIME EXTENSION

40.1 The County may extend a Term Contract up to ninety (90) days beyond the expiration date of the existing contract. The price in effect on the last day of the contract shall remain in effect for the contract extension period. Additional extensions shall be subject to agreement of both parties.

41.0 TRAVEL EXPENSE

41.1 Any travel expenses of an offeror which are approved for reimbursement by the County shall be subject to the limitations set forth in Section 112.061, Florida Statutes.

Sarasota County

ATTACHMENT "C" - INSURANCE REQUIREMENTS

This document contains all of Sarasota County's standard insurance requirements. Those requirements which are not applicable to this purchase or solicitation have been struck through.

A. INSURANCE

Before performing any contract work, Contractor shall procure and maintain, during the life of the contract, unless otherwise specified, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the County and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best Company rating of no less than "A- Excellent: FSC VII." No changes are to be made to these specifications without prior written specific approval by County Risk Management.

1. WORKERS' COMPENSATION:

Contractor will provide Workers' Compensation insurance on behalf of all employees who are to provide a service under this contract, as required by the laws of the state where the contractor is domiciled. Florida Contractors must provide evidence of Workers' Compensation insurance which meets the requirements of Florida Statutes, Chapter 440, **AND** Employer's Liability with limits of not less than $100,000 per employee per accident, $500,000 disease aggregate, and $100,000 per employee per disease. If applicable, coverage for the Jones Act and Longshore Harbor Workers Exposures must also be included. **NOTE** Contractors who are exempt from Florida's Workers' Compensation law must provide proof of such exemption issued by the Florida Department of Financial Services, Bureau of Workers' Compensation and qualify for the County waiver.

In the event the Contractor has "leased" employees, the Contractor or the employee leasing company must provide evidence of a Workers' Compensation policy for all personnel on the worksite. All documentation must be provided to Sarasota County Risk Management, 1660 Ringling Blvd., 4th Floor, Sarasota, FL 34236.

2. **COMMERCIAL GENERAL LIABILITY:** Including but not limited to bodily injury, property damage, contractual, products and completed operations, watercraft, if under twenty-six (26) feet and Ocean Marine if over, and personal injury with limits of not less than $500,000 each occurrence, covering all work performed under this contract.

3. **BUSINESS AUTOMOBILE LIABILITY:** Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than $500,000 each accident covering all work performed under this contract.

   Contractor further agrees coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If private passenger automobiles are used in the business, they must be commercially insured.

   If the Contractor is shipping a product via common carrier, the contractor shall be responsible for any loss or damage sustained in delivery/transit.

4. **HAZARDOUS MATERIALS INSURANCE:** For the purpose of this section, the term "hazardous materials" includes all materials and substances that are now designated or defined as hazardous by Florida or Federal law or by the rules or regulations of Florida or any Federal Agency. If work being performed involves hazardous materials, the need to procure and maintain any or all of the following coverage will be

specifically addressed upon review of exposure. However, if hazardous materials are identified while carrying out this contract, no further work is to be performed in the area of the hazardous material until County Risk Management has been consulted as to the potential need to procure and maintain any or all of the following coverage through an addendum to the contract:

a. **CONTRACTORS POLLUTION LIABIL1TY** – For sudden and gradual occurrences and in an amount no less than $1,000,000 per claim and $1,000,000 in the aggregate arising out of work performed under this contract, including but not limited to, all hazardous materials identified under the contract.

b. **ASBESTOS LIABILITY** – For sudden and gradual occurrences and in an amount no less than $1,000,000 per claim and $1,000,000 in the aggregate arising out of work performed under this contract.

c. **DISPOSAL** – When applicable, the Contractor shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance, covering liability for sudden and accidental occurrences in an amount not less than $3,000,000 per claim and $3,000,000 in the aggregate and shall include liability for non-sudden occurrences in an amount not less than $6,000,000 per claim and $6,000,000 in the aggregate.

d. **HAZARDOUS WASTE TRANSPORTATION** – When applicable, the Contractor shall designate the hauler and furnish a Certificate of Insurance from the hauler for Automobile Liability insurance with Endorsement MCS90 for liability arising out of the transportation of hazardous materials with an amount not less than $1,000,000 annual aggregate and provide a valid EPA identification number.

*******Note: CERTIFICATES OF INSURANCE shall clearly state the hazardous material exposure work being performed under the contract.*******

5. **PROFESSIONAL LIABILITY**: With limits of not less than $1,000,000 for professional services rendered in accordance with this contract. The Consultant shall maintain such insurance for at least two (2) years from the termination of this contract and during this two (2) year period the Consultant shall use his best efforts to ensure that there is no change of the retroactive date on this insurance coverage. If there is a change that reduces or restricts the coverage carried during the contract, the Consultant shall notify County Risk Management within thirty (30) days of the change.

B. POLICY FORM

1. Unless specific approval is given, all policies required by this contract with the exception of Professional Liability and Workers' Compensation are to be written on an occurrence basis. Commercial General Liability policies shall name Sarasota County Government as additional insured as their interest may appear under this contract.

2. Insurance requirements itemized in this contract and required of the Contractor shall be provided on behalf of all sub-contractors to cover their operations performed under this contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.

3. Each insurance policy required by this contract shall:

   a. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability

b. Not be suspended, voided or canceled by either party except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to County Risk Management.

4. The County shall retain the right to review, at any time, coverage, form, and amount of insurance.

5. The procuring of required policies of insurance shall not be construed to limit Contractor's liability nor to fulfill the indemnification provisions and requirements of this contract.

6. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this contract and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject.

7. Claims Made Policies will be accepted for Professional Liability, Workers' Compensation and Hazardous Materials, and such other risks as are authorized by County Risk Management. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two years. If provided as an option, the Contractor agrees to purchase the extended reporting period on cancellation or termination unless a new policy is effected with a retroactive date, including at least the last policy year.

8. Certificates of Insurance evidencing Claims Made or Occurrence Form Coverage and conditions to this Contract are to be furnished to Sarasota County Risk Management (1660 Ringling Boulevard, 4th Floor, Sarasota, FL 34236) prior to commencement of work AND a minimum of thirty (30) calendar days prior to expiration of the insurance contract, when applicable. All insurance certificates shall be received by County Risk Management before the Contractor will be allowed to commence or continue work.

9. Notices of Accidents (occurrences) and Notices of Claims associated with work being performed under this Contract, shall be provided to the Contractor's/sub-Contractor's/Consultant's insurance company and County Risk Management as soon as practicable after notice to the insured.

10. The Certificate of Insurance must include the following:

a. In the "Description of Operations/Special Provisions" section:

- Sarasota County Government is named as an additional insured, as their interests may appear on Commercial General Liability.
- Note: ACORD 2009 edition can use "X" for General Liability Additional Insured inclusion.

b. In the "Certificate Holder" section:

Sarasota County Government

Attn: Risk Management
1660 Ringling Blvd., 4th floor
Sarasota, FL 34236

RFP-132538TM- EXHIBIT C
PRICE PROPOSAL FORM

Instructions to Proposers:

- **This form is required to be completed and submitted with your proposal.** Failure to include this form with your proposal will result in a total award of zero (0) points in the Compensation category of the RFP, regardless of any supplementary or clarifying information provided.
- Only one Price Proposal may be submitted with each proposal.
- Only the Price Proposal submitted below shall be used in calculating the points to be awarded for Compensation.
- The Price Proposal shall represent the Proposer's best estimate of costs as described below, excluding optional goods or services, and shall be regarded as the maximum possible price and a starting point for post-award negotiations with the selected Proposer.
- The score for Compensation shall be calculated on the basis of the Price Proposal indicated by the Proposer.
    - The Proposer with the lowest Price Proposal will be awarded the maximum number of points.
    - All other proposals will be scored according to the following Formula:

(Lowest Price Proposal /Proposer's Price Proposal) x Total Available Points = Score

Example (for clarification purposes only): If the lowest submitted Price Proposal is $10,000, that proposer will receive the full number of points. Another proposer submitting a Price Proposal of $12,500 will receive points calculated as follows:

First calculation: $10,000 / $12,500 = .8 *Second Calculation: .8 x 40 = 32*
32 points would be awarded in this example.

Price Proposal

Total estimated cost for **all purchase of software, installation, services, training and/or hardware necessary to perform the technical specifications as identified in the RFP,** excluding any services specifically identified as optional:

Provide total estimated cost on Price Proposal Form only	
1. Total Cost for Initial Purchase of All Equipment, Software, Migration, Training and Associated Costs in addition to Maintenance and Support for the First Year.	$
2. 2nd Year Maintenance and Support	$
3. 3rd Year Maintenance and Support	$
4. 4th Year Maintenance and Support	$
5. 5th Year Maintenance and Support	$
Total Estimated Cost for Years One through Five	$

(Price Proposal shall include all overhead, travel expenses, labor, materials, equipment, technology, subcontractors, markup and any other related goods or services anticipated to be necessary for the performance of the services described in the RFP)

_____ _____
Printed Name of Authorized Representative Signature
Of Proposer

_____ _____
Date Firm Name

CUSTOMER LIST

RFP NUMBER: 132568TM

PROPOSER NAME:

PLEASE PROVIDE A COMPLETE LIST OF CUSTOMERS WHO HAVE BEEN PROVIDED SERVICES IDENTICAL OR SIMILAR TO THE SCOPE OF SERVICES DESCRIBED IN THIS RFP. THIS CUSTOMER LIST WILL BE USED TO VERIFY THE SERVICE LEVELS AND CAPABILITY OF THE PROPOSER IN PROVIDING THESE SERVICES.

COMPANY NAME	CONTACT NAME & TITLE	PROJECT NAME OR DESCRIPTION OF SERVICES PROVIDED	PHONE NUMBER	EMAIL ADDRESS	SERVICE START DATE	SERVICE END DATE

RFP–QUAL FORM

RFP NUMBER: 132568TM

PROVIDE A MAXIMUM OF 5 COMPLETED PROJECTS THAT DEMONSTRATE EXPERIENCE SIMILAR TO THAT IDENTIFIED IN THE SCOPE OF SERVCES FOR THIS RFP. SUBMIT A SEPARATE FORM FOR EACH PROJECT.

ONLY PROJECTS SUBMITTED ON THIS FORM WILL BE CONSIDERED TOWARD SATISFACTION OF THE QUALIFICATIONS IDENTIFIED IN THE RFP.

NAME OF FIRM COMPLETING PROJECT	PROJECT MANAGER/LEAD (FROM PROPOSING FIRM)
PROJECT NAME AND ENTITY	**CONTACT NAME AND TITLE**
PROJECT REFERENCE PHONE #	**PROJECT REFERENCE EMAIL**

PROJECT START DATE	PROJECT COMPLETION DATE (SCHEDULED)	PROJECT COMPLETION DATE (ACTUAL)	TOTAL BUDGETED PROJECT COST	TOTAL ACTUAL PROJECT COST (IF COMPLETE)	PROPOSER'S FEE FOR PROJECT

PERSONNEL ASSIGNED: Please list all team members who were or are assigned to this project, and indicate their role in the project.

NAME	TITLE	ROLE IN PROJECT

RFP–QUAL FORM

SCOPE OF PROJECT: Please provide detailed information regarding your firm's role in the project and the role of key staff members who will be identified in your proposal. Explain any discrepancy between budgeted and actual project cost, and scheduled and actual completion dates. RESPONSE LIMITED TO 5000 CHARACTERS