

7794 Alachua County Office of Management and Budget

Suzanne L. Gable, CPA John D. Johnson

Director Grants/Contracts Administrator

January 10, 2012

MEMORANDUM

To:

Cheryl Anderson-Ellis

Fire Rescue

From:

John Johnson, Grants & Contracts Administrator

Office of Management & Budget

Subject:

Grants/Contracts Approved by the County Manager on

January 9, 2012 and received in Contracts on January 10, 2012

Enclosed please find one original of the document referenced below which was signed by the County Manager on the date referenced above. Also attached is a copy of the Green Sheet.

EMS Technology Solutions LLC

Agreement between Alachua County and EMS Technology Solutions, LLC for Purchase and Services of an AMBUTRAK Inventory and Asset Management Software System.

Term: 12/1/2011 until terminated

Amount: \$9,258.00

Account: 001-5450-526.31-93

001-5450-526.52-02 001-5450-526.52-32

001-5450-526.52.99

001-5450-526.46-70

011-5480-522.46-70

Thank you for your assistance.

CC:

File

JDJ/mee

P.O. Box 2877 ■ Gainesville, Florida 32602-2877 ■ Tel. (352) 374-5262 ■ Fax (352) 338-7362



ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

P.O. BOX 1467 GAINESVILLE, FL 32602 PHONE (352) 374-5202 FAX (352) 491-4569

ALE INVOICES AND CORRESPONDENCE MUST REFERENCE THIS NUMBER

NO. 121055

ORDER DATE 1/10/2012

REQ. NUMBER BID NUMBER

BUYER ANNETTE PEREZ

ACCOUNT NO. SEE BELOW VENDOR NO. 1004430

VENDOR I.D. #

EMS TECHNOLOGY SOLUTIONS LLC 3760 TRAMORE POINTE PARKW

D AUSTELL

GA 30106

O R

Ε

N

S	
Н	
1	ALACHUA COUNTY
P	FIRE RESCUE SERVICES
	DEPT OF PUBLIC SAFETY
Т	913 SE 5TH STREET
O	GAINESVILLE FL 32601

ITEM REO	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
1	1 1 -	CES 1,500.00 450.00 2,475.00 175.00 525.00	EA	1.0000	5154.00
	* METHOD OF PAYMENT WILL BE AS FOL: SETUP, TRAINING & HARDWARE FEEDUE UPON DELIVER OF HARDWARE AS SOFTWARE. (SEE SECTION 4.1.) INITIAL MONTHLY SERVICE LICENSES FEEDUE (SEE ITEM #2) IS DUE WITHING 30 DAYS OF THE SOFTWARE INSTALED ADDITIONAL LICENSES MAY BE ORDER AT THE SAME RATE WITHIN THIS AGREEMENT. CONTRACTOR SHALL SUBMIT AN INVENTED AS A STATE OF THE SUBMIT AND INVENTED AS A STATE OF THE	S ND E N LATION. ERED			

INVOICE INSTRUCTIONS TO VENDOR

- 1. Submit invoice as described in the referenced agreement.
- 2. Include all required documentation/backup with invoice.
- 3. Florida State Tax Exemption Number: 11-065-024077-53C.
- 4. Federal Tax ID Number: 59-6000501

10 Jan 12 DATE APPROVED





ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

P.O. BOX 1467 GAINESVILLE, FL 32602 PHONE (352) 374-5202 FAX (352) 491-4569

** CONTINUED **

ALL INVOICES AND CORRESPONDENCE MUST REFERENCE THIS NUMBER

NO. 121055

ORDER DATE 1/10/2012

REQ. NUMBER BID NUMBER

BUYER ANNETTE PEREZ

ACCOUNT NO. SEE BELOW

VENDOR NO. 1004430

V VENDOR I.D. #

E EMS TECHNOLOGY SOLUTIONS LLC

D O R

S H ALACHUA COUNTY P

ITEM	REGIDENCE DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
1	AGREEMENT BETWEEN ALACHUA COUNTY TO COUNTY REQUESTING PAYMENT FOR SERVICES PROPERLY RENDERED AND EXPENSES DUE. SEE ATTACHMENT A: SCOPE OF SERVICE FOR FUTHER DETAILED INFORMATION. * VENDOR CONTACT: LISA RAINEY PHONE: 770-262-5205 EMAIL: LISA@AMBUTRAK.COM DEPT CONTACT: CHERYL ELLIS 352-384-3122 * SEND INVOICE(S) TO: ALACHUA COUNTY FIRE RESCUE SERVIATO: TJ JOYNER, SR ADM ASSISTAN PO BOX 5038 GAINESVILLE FL 32627 352-384-3126	CES			
2	AMBUTRAK MONTHLY LICENSE FEE 16 LICENSES @ \$28.50/MONTH - \$ 456 (INITIAL 1ST MONTH PAYMENT DUE 30 * \$456.00 x 9 MOS (JAN-SEPT) - \$4,10 (TOTAL AMOUNT FOR JAN-SEPT 2011) *	DAYS)) MO	456.0000	4104.00

INVOICE INSTRUCTIONS TO VENDOR

- 1. Submit invoice as described in the referenced agreement.
- 2. Include all required documentation/backup with invoice.
- 3. Florida State Tax Exemption Number: 11-065-024077-53C.
- 4. Federal Tax ID Number: 59-6000501

10 Jav 12





ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

P.O. BOX 1467 GAINESVILLE, FL 32602 PHONE (352) 374-5202 FAX (352) 491-4569

** CONTINUED **

ALL INVOICES AND CORRESPONDENCE MUST REFERENCE THIS NUMBER

NO. 121055

ORDER DATE 1/10/2012

REQ. NUMBER BID NUMBER

BUYER ANNETTE PEREZ

ACCOUNT NO. SEE BELOW

VENDOR NO. 1004430

EE ITEM 1 AND PAYMENT EMARKS: ** HIS IS A C HE COUNTY CONTRACT TE OT TO EXCE CONTRACT #7	ONTRACT APPR MANAGER 1/9/ RM: 12/1/201 ED \$50,000.0	OVED BY 2012. 1 UNTIL TER	MINATED.		TOTAL	9258.00
HIS IS A CHE COUNTY CONTRACT TE	MANAGER 1/9/ RM: 12/1/201 ED \$50,000.0 794.	'2012. L1 UNTIL TER)0.			TOTAL	9258.00
HIS IS A CHE COUNTY TO THE COUTRACT TE COUNTRACT #7	MANAGER 1/9/ RM: 12/1/201 ED \$50,000.0 794.	'2012. L1 UNTIL TER)0.				
CHE COUNTY CONTRACT TE COT TO EXCE	MANAGER 1/9/ RM: 12/1/201 ED \$50,000.0 794.	'2012. L1 UNTIL TER)0.				
REQ. NO.	DATE	ACCOUNT NO				
			PRO	JECT	AMOUNT	
		0015450526	3193		1500.00	
		0015450526	5202		1150.00	
		0015450526	5232		2475.00	
1	P/CNT/PP/1 000057840 P/CNT/PP/1 000057840	P/CNT/PP/12/FS/TJJ 000057840 12/05/2011 P/CNT/PP/12/FS/TJJ	P/CNT/PP/12/FS/TJJ 000057840 12/05/2011 0015450526 P/CNT/PP/12/FS/TJJ 000057840 12/05/2011 0015450526	000057840 12/05/2011 00154505265202 P/CNT/PP/12/FS/TJJ 000057840 12/05/2011 00154505265232	P/CNT/PP/12/FS/TJJ 000057840 12/05/2011 00154505265202 P/CNT/PP/12/FS/TJJ 000057840 12/05/2011 00154505265232	P/CNT/PP/12/FS/TJJ 000057840 12/05/2011 00154505265202 1150.00 P/CNT/PP/12/FS/TJJ 000057840 12/05/2011 00154505265232 2475.00

INVOICE INSTRUCTIONS TO VENDOR

- 1. Submit invoice as described in the referenced agreement.
- 2. Include all required documentation/backup with invoice.
- 3. Florida State Tax Exemption Number: 11-065-024077-53C.
- 4. Federal Tax ID Number: 59-6000501

10 Jan 12

AUTHORIZED SIGNATURE



ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

P.O. BOX 1467 GAINESVILLE, FL 32602 PHONE (352) 374-5202 FAX (352) 491-4569

** CONTINUED **

ALL INVOICES AND CORRESPONDENCE MUST REFERENCE THIS NUMBER

NO. 121055

ORDER DATE 1/10/2012

REQ. NUMBER BID NUMBER

BUYER ANNETTE PEREZ

ACCOUNT NO. SEE BELOW

VENDOR NO. 1004430

٧	VEND	OR I.D. #	·	
> E Z	EMS	TECHNOLOGY	SOLUTIONS	LLC
D				
0				
R				

S
H
ALACHUA COUNTY
P
T
O

ITEM	REO'D BYO		DESCRIPTION		QUANTITY	UNIT	UNIT PRICE	EXTENSION
		REQ. NO.	DATE	ACCOUNT NO	. PROJI	CT	AMOUNT	
		0000057840 NP/CNT/PP/1	12/05/2011 .2/FS/TJJ	0015450526	5299		29.00	
		0000057840 NP/CNT/PP/1	12/05/2011 .2/FS/TJJ	0015450526	4670		2052.00	
		0000057840 NP/CNT/PP/1	12/05/2011 .2/FS/TJJ	0115480522	4670		2052.00	

INVOICE INSTRUCTIONS TO VENDOR

- 1. Submit invoice as described in the referenced agreement.
- 2. Include all required documentation/backup with invoice.
- 3. Florida State Tax Exemption Number: 11-065-024077-53C.
- 4. Federal Tax ID Number: 59-6000501

10 Jan 12 DATE APPROVED



AGREEMENT FOR CONTRACTUAL SERVICES

This Agreement is entered into this 30 day of NOVEMER, 20 11 between Alachua County, a charter county and political subdivision of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and EMS Technology Solutions, LLC, doing business at 3760 Tramore Point Pkwy, Austell, GA 30106, hereinafter referred to as "Contractor."

WITNESSETH

Whereas, the County desires to employ the Contractor to provide AmbuTrak Inventory Management Software and support; and,

Whereas, the Contractor is qualified to provide these services

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto do mutually agree as follows:

1. <u>Term</u>. This agreement is effective for beginning December 1, 2011 and continuing unless earlier terminated as provided herein.

The County's performance and obligation to pay under this agreement is contingent upon a specific annual appropriation by the Board of County Commissioners. The parties hereto understand that this Agreement is not a commitment of future appropriations.

- 2. <u>Duties of the Contractor</u>. The Contractor shall have and perform the following duties, obligations, and responsibilities to the County as provided in Attachment "A."
- **3.** Representations and Warranties. By executing this Agreement, the Contractor makes the following express representations and warranties:
 - 3.1. The Contractor is a professional qualified to perform the services described.
 - 3.2. The Contractor warrants all the work performed by the Contractor is adequate and sufficient to meet the requirements and accomplish the purposes of the agreement.
 - 3.3. The Contractor acknowledges that the County's review of the work performed in no way diminishes the Contractor's warranty pertaining to the work performed.
- 4. <u>Method of Payment</u>. For all services actually, timely and faithfully performed, the Contractor will be paid as follows:
 - 4.1. The Contractor shall be paid for setup, training and hardware fees upon delivery of hardware and software. The initial monthly service license fee is due within 30 days of the software installation. Additional licenses may be ordered at the same rate within

this agreement.

4.2. Products and Services:

Product Name	Quantity	Price per item	Total Price
Ambutrak Setup and Training	1.0	\$1,500.00	\$1,500.00
AmbuTrak License Fee (Monthly)	16.0	\$28.50	\$456.00
Bluetooth Barcode Scanner	1.0	\$450.00	\$450.00
Psion WorkAbout Pro	1.0	\$2,475.00	\$2,475.00
USB Barcode Scanner	1.0	\$175.00	\$175.00
Barcode Printer	1.0	\$525.00	\$525.00
3x1 Label Kit (1,775)	1.0	\$29.00	\$29.00

4.3. As a condition precedent for any payment, the Contractor shall submit an invoice to the County requesting payment for services properly rendered and expenses due. The Contractor's invoice shall describe with reasonable particularity each service rendered, the date thereof, the time expended if such services were rendered pursuant to a fee and the person(s) rendering such service. The Contractor's invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require. Each invoice shall constitute the Contractor's representation to the County that the services indicated in the invoice have reached the level stated, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Contract, that all services provided have served a public purpose, that all obligations of the Contractor covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to the Contractor that payment of any portion thereof should be withheld. Submission of the Contractor's invoice for final payment shall further constitute the Contractor's representation to the County that, upon receipt by the County of the amount invoiced, all obligations of the Contractor to others, including its consultants, incurred in connection with the Project, will be paid in full. The Contractor shall submit invoices to the County at the following address:

> Alachua County Fire Rescue ATTN: Accounts Payable Post Office Box 5038 Gainesville, FL 32627-5038

4.4. Payments for all sums properly invoiced shall be made in accordance with the provisions of Chapter 218, Part VII Florida Statutes ("Local Government Prompt Payment Act") to:

EMS Technology Solutions, LLC 3760 Tramore Pointe Pkwy

Austell, GA 30106

- 4.4 No Additional reimbursable expenses will be paid under this Agreement.
- 5. Duties of the County. The County shall have and perform the following duties, obligations, and responsibilities to the Contractor as provided in Attachment "A:.
- 6. Notice. Except as otherwise provided in this Agreement any notice of default or termination from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with receipt. For purposes of all notices, Contractor's and County representative are:

County:

Alachua County Fire Rescue

ATTN: Assistant Director of Administration

PO Box 5038

Gainesville, FL, ZIP 32627-5038

Professional:

EMS Technology Solutions, LLC 3760 Tramore Pointe Pkwy

Austell, GA 30106

ATTN: EJ AUFDETHEIDE, PREJIDENT/LOO

A copy of any notice, request or approval to the County must also be sent to:

J. K. Irby Clerk of the Court Post Office Box 939 Gainesville, FL 32602

and

ATTN: Finance and Accounting

Office of Management and Budget

Attn: Contracts/Grants 105 SE 1st Avenue, Suite 6 Gainesville, Florida 32601

7. Default and Termination.

- 7.1. The failure of the Contractor to comply with any provision of this Contract will place the Contractor in default. Prior to terminating the Contract, the County will notify the Contractor in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the Contractor seven (7) days to cure the default. The Chief of Fire Rescue Department is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time the Chief of Fire Rescue Department is authorized to provide final termination notice on behalf of the County to the Contractor.
- 7.2. The County may also terminate the Contract without cause by providing written notice to the Contractor. The County Manager is authorized to provide written notice of

termination on behalf of the County. Upon such notice, Contractor will immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the County all data, drawings, specifications, reports, estimate, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this Agreement, whether completed or in process. In the event of such termination for convenience, Contractor's recovery against County shall be limited to that portion of the Contract amount earned through the date of termination, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the work not performed.

- 7.3. If funds to finance this Contract become unavailable, the County may terminate the Contract with no less than twenty-four hours notice in writing to the Contractor. The County will be the final authority as to the availability of funds. The County will pay the Contractor for all work completed prior to any notice of termination.
- 9. <u>Insurance</u>. The Contractor will procure and maintain insurance throughout the entire term of this Agreement of the types and in the minimum amounts detailed in Attachment "B."
- 10. Project Records. All records relating in any manner whatsoever to the project, which are in the possession of Contractor, shall be made available to the County for inspection and copying upon written request of the County, and shall be kept for a period of five (5) years. or fifteen (15) years if related to a capital improvement project, after the completion of all work to be performed, or as required by Chapter 119, Florida Statutes (Public Records Act) and schedules published by the Florida Bureau of Archives and Records Management, or federal requirements, whichever shall be greater Additionally, said records shall be made available, upon request by the County, to any state, federal, or other regulatory authorities and any such authority may review, inspect and copy such records, except as considered confidential under Chapter 119, Florida Statutes.

Any document submitted to the County may be a public record and be open for inspection or copying by any person or entity. In Florida "public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. Section 119.011(11), Florida Statutes. A document is subject to inspection and copying unless it falls under one of the public records exemptions created under Florida law.

Contractor states now or may claim at some time during the term of this agreement or license, that some or all of Contractor's information, including but not limited to software, documentation, manuals, written methodologies and processes, or pricing, discounts or other considerations (collectively the "Confidential Information" or "CI"), is considered, or has been treated as, confidential and proprietary by Contractor in accordance with section

812.081 Florida Statutes, or other law, and is thus confidential and exempt from disclosure under the Public Records Act. Contractor shall clearly identify and mark such information as confidential, proprietary and exempt from disclosure. County will make its best efforts to maintain the confidentiality of the Cl once it has been properly identified as Cl by the Contractor.

The County shall provide Contractor prompt written notice of any request received by it for disclosure of the CI so that Contractor may assert any exemption from disclosure under applicable law that may be available to them or seek to obtain a protective order against disclosure. Contractor agrees to protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any and all claims or judgments arising out of a request to inspect or copy the CI. Contractor agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the County and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive. Contractor releases County from claims or damages related to disclosure by County.

If Contractor refuses to perform its duties under this section within 14 calendar days of notification by County that a demand has been made to disclose Contractor' CI, then Contractor waives its claim that any of its information is CI, and releases County from claims or damages related to the subsequent disclosure by County.

11. <u>Laws & Regulations</u>. The Contractor will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this Agreement. The Contractor is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this Agreement. If the Contractor is not familiar with state and local laws, ordinances, code rules and regulations, the Contractor remains liable for any violation and all subsequent damages or fines.

12. Indemnification.

12.1. The Contractor agrees to protect, defend, indemnify, and hold the County and director and their officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or directly or indirectly relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this Agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., including but not limited to personal injury, death, damage to property (including destruction) defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or

alleged violation of any applicable statute, ordinance, administrative order, rule, or regulation or decree of any court, shall be included in the indemnity hereunder. The contractor further agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expenses through counsel chosen by the County and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent. Contractor agrees that indemnification of the County shall extend to any and all work performed by the Contractor, its subcontractors, employees, agents, servants or assigns. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Contractor's insurance coverage. This indemnification provision shall survive the termination of the Contract between the County and the Contractor.

- 12.2. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions of §768.28, Florida Statutes.
- 13. <u>Successors and Assigns</u>. The County and Contractor each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.
- 14. <u>Independent Contractor</u>. In the performance of this Agreement, the Contractor is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. The Contractor is solely responsible for the means, method, technique, sequence, and procedure utilized by the Contractor in the full performance of the agreement.
- 15. <u>Collusion</u>. By signing this Agreement, the Contractor declares that this Agreement is made without any previous understanding, agreement, or connections with any persons, contractors, or corporations and that this Agreement is fair and made in good faith without any outside control, collusion, or fraud.
- 16. <u>Conflict of Interest</u>. The Contractor warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this Agreement. The Contractor shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.
- 17. Third Party Beneficiaries. This agreement does not create any relationship with, or any rights in favor of, any third party.
- 18. <u>Severability</u>. If any provision of this Agreement is declared void by a court of law, all other provisions will remain in full force and effect
- 19. Non Waiver. The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.
- 20. Governing Law and Venue. This agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.

- 21. <u>Attachments</u>. All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.
- **22.** <u>Amendments</u>. The parties may amend this Agreement only by mutual written agreement of the parties.
- 23. <u>Captions and Section Headings</u>. Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.
- 24. <u>Construction</u>. This agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this Agreement.
- 25. <u>Counterparts</u>. This agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument
- **26.** Entire Agreement. This agreement constitutes the entire agreement and supersedes all prior written or oral agreements, understandings, or representations.

REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

	ALACHUA COUNTY, FLORIDA
	Rull
	COURANDALLETI, REID, COUNTY WAYAGER
	Date: 1 / 9 / 12
	APPROVED AS FO FORM Alacuna County Attorney's Office
ATTEST (By Corporate Officer)	PROFESSIONAL.
By:	By Salucal HOULUM
Print:	Print: EDWARD H. AUGUETELDE, UK
litle:	Title: PRESIDENT / COD
	Date:

ATTACHMENT A: SCOPE OF SERVICES

Contractor:

- 1. Contractor will provide full access to the AmbuTrak Inventory Management Software as outlined in the Service Specifications document (Attachment "B")
- Scope of License: The AmbuTrak software is licensed for the sole use of the purchasing licensor and may not be installed or used at greater than the number of purchased licenses. Application hosting, maintenance and upgrade fees are included in the monthly service price.
- 3. Contractor will provide software setup and training. This includes the following:
 - a. Online administrator training and assistance with setting up crew members, assets, supply parts, cabinets, and units.
 - b. Onsite training may be provided at a cost of \$1,000 per day, inclusive of travel expense.
- 4. Contractor will provide application hosting as well as database backups of AmbuTrak on high performance servers.
- 5. Contractor will provide support and value added upgrades to keep AmbuTrak software up to the most current version at no additional cost.
- 6. Contractor will provide access to a backup of County's database via secure FTP upon request. The access will require the County to pull the database to local server as there is no process to push data on a schedule. Contractor may restrict access to transferring these files to non-peak hours to avoid any potential service interruptions for other customers.

County:

- 1. Ownership of data remains under the jurisdiction of the County.
- 2. County will provide required information and data per the Implementation and Training Outline in the Software Service Specifications Attachment "B"
- 3. County shall adhere to the Scope of License restrictions:
 - a. The Ambutrak software is licensed for the sole use of the purchasing licensor and may not be installed or used at greater than the number of purchased licenses.
 - **b.** A software service license is defined as any inventoried location outside of a supply room where inventory takes place.

ATATCHMENT B: Insurance requirements TYPE "A" INSURANCE REQUIREMENTS "ARTISAN CONTRACTORS / SERVICE CONTACTS"

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors.

1. COMMERCIAL GENERAL LIABILITY.

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

II. AUTOMOBILE LIABILITY.

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

III. WORKERS COMPENSATION AND EMPLOYER'S LIABILITY.

- A Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.
- B Employer's Liability limits for not less then \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

IV. BUILDER'S RISK / INSTALLATION FLOATERS.

- A When this contract or agreement includes the construction of and/or the addition to a permanent structure or building; including the installation of machinery and/or equipment, the following insurance coverage must be afforded:
- B Coverage Form: Completed Value, All Risk in an amount equal to 100% of the value upon completion or value of equipment to be installed.
- C When applicable: Waiver of Occupancy Clause or Cessation of Insurance clause. Flood Insurance as available under the National Flood Insurance Program.

V. OTHER INSURANCE PROVISIONS.

The policies are to contain, or be endorsed to contain, the following provisions:

- A Commercial General Liability and Automobile Liability Coverages
 - The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.
 - The Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, it's officials, employee's or volunteers shall be excess of Contractor's insurance and shall be non-

contributory.

B Workers' Compensation and Employers' Liability Coverages

The insurer shall agree to waive all rights of subrogation against the County, for losses arising from work performed by the Contractor for the County.

C All Coverages

The Contractor shall provide a Certificate of Insurance to the County with a Thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under a claims made form the certificate will show a retroactive date, which should be the same date of the contract (original if contact is renewed) or prior.

VI. SUBCONTRACTORS.

Contractors shall include all subcontractors as insured under its policies. All subcontractors shall be subject to the requirements stated herein.

CERTIFICATE HOLDER:

Alachua County Board of County Commissioners

MAIL or FAX CERTIFICATES TO:

Ebix 212 Kent Street PO Box 257 Portland, MI 48875 Ph. 517-647-1700 Fax 517-647-7900



Inventory and Asset Management Software as a Service Specifications

Presented to:

Alachua County Department of Public Safety

P.O. Box 548 Gainesville, FL 32602

6/20/2011

EMS Technology Solutions 3760 Tramore Pointe Parkway Austell, Georgia 30106

Phone: 877-217-3707 Fax: 404-424-9401 Web: www.ambutrak.com

Executive Summary

EMS Technology Solutions is the provider of AmbuTrak, EMS industry specific Inventory and Asset Management Software. Released in 2007, AmbuTrak follows the Software as a Service (SaaS) model to minimize the traditional costs and risks associated with software acquisition, deployment and maintenance.

EMS Agencies, Fire Departments and Hospitals are using AmbuTrak Inventory Management Software to centrally manage and report on the movement of supplies and assets within their organization. The improved inventory control provides them operational efficiencies, reductions in ordering costs, control of inventory expenditures, reduced inventory carrying costs and fewer vehicle and equipment service interruptions.

AmbuTrak is the first software to provide departments a true electronic check sheet for inspecting vehicles and stations. The check sheet is tightly integrated with the administration services for unmatched incident reporting and supply management.

The first class reporting system provides both canned and custom reports. These reports can be run on a schedule and emailed directly to anyone in the organization. This great feature can also provide non system users with timely management reports without having to login to the AmbuTrak software.

AmbuTrak's software is hosted centrally on high powered managed servers to deliver access to all your users over a simple Internet connection with a standard web browser, preferably Internet Explorer 7.0 or higher for best performance.

Software maintenance and updates are performed regularly during off hours with minimal to no impact on business operations. Application Data is backed up daily and is readily accessible to restore the system in the event of an emergency.

Sales and Support staff are available to assist you with application questions. There is virtually no burden on your IT Staff to run AmbuTrak.

For More Information Please Contact:

Lisa Rainey EMS Technology Solutions 3760 Tramore Pointe Pkwy Austell, GA 30106 (770) 262-5205 lisa@ambutrak.com

Software and Computing Environment

EMS Technology Solutions, LLC is the provider of AmbuTrak, EMS industry specific inventory management software. Released in 2007, AmbuTrak follows the Software as a Service (SaaS) model to minimize the traditional costs and risks associated with software acquisition, deployment and maintenance.

The AmbuTrak Software has four distinct components:

<u>Module</u> <u>Function</u>

Back Office Inventory and Asset Management, Reporting, Administration
Check Sheet Inspections, Inventory, Incident Reports and Supply Requests
Mobile Scanner Inventory Management Functions in a Mobile Environment
Station Manager Simple Interface for Departments looking to Self Issue Supplies

AmbuTrak supports Manual and Barcode operations.

AmbuTrak Software Back Office

Crew Management

Controls access to the AmbuTrak application via user name and password and defines the Role Security of each user. The system administrator can easily define security roles to restrict access to components of the system and supply rooms.

Inventory Management

Multiple Inventory Management applications are included in the AmbuTrak software to provide flexibility while supporting the unique needs of the EMS market. Each application provides for the ability to manual update inventory records or to scan a UPC for more accurate entry.

Application

Purchase Orders Create Purchase Orders or PO Requisitions
Receive Inventory Receive Open Stock or Purchase Orders
Cycle Counting Process of verifying and adjusting inventory counts

Kit Manager Kit Supplies for use in Speed Loader operations
Fill Unit Supply Requests Manages Supply Requests from the Crew Check Sheet
Allows Supplies to be provided w/out a Unit Request

Transfer Inventory Moves Supplies between supply locations

Asset Management

Asset Manger provides records management for fixed assets. You can track preventative maintenance schedules, record maintenance history and report on total cost of ownership for your assets.

Documents and images can be attached and uploaded to each maintenance record, providing an electronic filing cabinet with access from any pc for later review.

The Check Out, Check In capability enables you to keep asset accountability with crew members and locate assets whether they are assigned to a vehicle, station or crew member.

Purchase Order Management

Automate your purchasing by generating Purchase Orders for your Supply Rooms based on supply reorder points and actual stock quantities. Email Purchase Orders directly to suppliers from AmbuTrak. Generate a .pdf of Purchase Orders for printing or faxing. Receive inventory against purchase orders to further improve operation efficiency.

Kit Management

Kits are a collection of parts that are grouped together and stocked on units as a single part, a "kit". AmbuTrak provides you an interface to build kits, load kits in the supply room and assign kits to units. Operations that use kits are focused on quickly returning vehicles to ready status, while performing restocking functions during off hours in the supply room.

Reporting

Standard Reports are provided with the AmbuTrak software to assist you in getting to know your supply inventory and fixed assets. Each of these reports can be further customized to meet the needs of your operation. Additional reports are easily created in the report manager. Some key features of the custom reporting include: Field Management, Data Filters, Summaries, Charts, Graphs, Scheduled Emails, and multiple formats (.csv, .xls, .pdf, .doc).

Reports are easily created, modified and scheduled for email delivery to provide you the information needed to manage your operation.

Barcode Printing

Generate and print Barcodes by Category, Subcategory, Part Type or UPC for improved data accuracy when performing inventory management functions.

Barcodes can be printed on Avery labels with a standard laser or inkjet printer. For improved barcode printing you can choose to purchase the optional Barcode Printer which is a roll fed label printer that prints using a wax thermal transfer process for added label durability and ease of use.

AmbuTrak Mobile Inventory Scanner

AmbuTrak Mobile

AmbuTrak Mobile is an optional application for services requiring mobility when performing Inventory Management operations. The Mobile Scanner connects over a wireless network or via USB Cable and charging dock to help you manage supply room inventory.

Multiple Inventory Management applications are included for the Mobile Scanner to provide flexibility while supporting the unique needs of the EMS market. Each application provides for the ability to manual update inventory records or to scan a UPC for more accurate entry.

Application

Receive Inventory
Receive Purchase Orders
Fill Unit Requests
Issue Inventory
Transfer Inventory
Cycle Counting

Receive Inventory in to the Supply Room Receive Inventory in to the Supply Room by PO Manage Supply Requests from Crew Cheek Sheet Provide Supplies to a Unit w/out a Unit Request Move Supplies between Supply Locations Verify and Update Stock Quantities

AmbuTrak Unit/Station Check Sheet

Electronic Check Sheet

Designed for use on a touch screen notebook pc, the Check Sheet replaces the paper and pencil used by a majority of departments today. The flexible configuration allows you to build check sheets that mirror your current processes of Inventory Checks, Inspections, and Incident Reporting.

Offline capability allows the Check Sheet to continue to capture data offline for operations with limited or no wireless capability outside the station. Data is later synchronized with the back office when an internet connection is available.

In team environments, AmbuTrak supports multiple users on the same shift performing Inventory and Inspections.

Inventory Checks

Cabinet Inventory is managed against a PAR level. When supplies fall below the PAR level a Supply Requisition is generated for restocking. These requisitions can be filled by a Supply Manager or set to Auto Fill if your crew members pick their own supplies for restocking.

Expiration Dates on medical supplies are captured to enable quick identification of expiring items. A simple report can be scheduled to alert you in advance so you will no longer lose supplies or incur fines due to expiring items.

Sealed Cabinets can be setup and quickly verified in the Check Sheet to reduce the time required to prepare a Unit for service. Supports both single or double seal cabinets.

Supplies used during a shift can be logged by call or run number for added accountability for supply usage.

Inspections Questionnaires

Configurable questionnaires allow you to perform Unit and Station Inspections. Questions may be free text or multiple choice and set to trigger supervisor notifications. Notifications can be routed via email to anyone in your organization.

Some common uses of Inspection Questionnaires include: Pre Trip Inspections, Reporting Vehicle Mileage, Verifying Assets, Reporting Damage, and Documenting an Incident.

Data captured from your Inspection Questionnaires is always available for generating reports to help you manage your operation.

Technology Architecture - Software as a Service

AmbuTrak's software is hosted centrally on high powered, managed servers to deliver access to all your users over a simple Internet connection with a standard web browser, preferably Internet Explorer 7.0 or higher for best performance. Microsoft Silverlight, a component of Internet Explorer, is installed for users of the Check Sheet.

Software maintenance and updates are performed regularly during off hours with minimal to no impact on business operations. Application Data is backed up daily and is readily accessible to restore the system in the event of an emergency.

Sales and Support staff are available to assist you with application questions. There is virtually no burden on your IT Staff to run AmbuTrak software.

Hosting Environment

EMS Technology Solutions, LLC has chosen Rackspace for enterprise-level hosting services. Rackspace's Fanatical Support and state of the art data centers have made them a leader in application hosting receiving multiple Microsoft's Hosting Provider of the Year Awards. Additional Information regarding Rackspace may be found at www.rackspace.com.

OS: Microsoft Windows Server 2008 Databse: Microsoft MSSQL 2008

Local Environment

Network Requirements: Minimal (Stable Connection to the Internet), Optimal (T1),

Recommended (T1)

Client Operating Systems: Windows XP, Vista, Windows 7, Microsoft Silverlight for Check Sheet users (a test environment can be provided to test your tablet pc compatibility)

Bar Code Scanning Hardware (optional)

Mobile PC Scanner For Mobile Scanner Application (optional)

USB Barcode Scanner To Scan Barcodes (optional)
Wireless Bluetooth Scanner To Scan Barcodes (optional)
Barcode Printer To Print Barcodes (optional)

Barcode Printer To Print Barcodes (optional)
Barcode Labels (1,775/Kit) For use in the Barcode Printer (optional)

Implementation and Training Outline

Our objective with training is to get your comfortable with your new inventory management tools by leading you down a road of focused progress. Each session will be scheduled for 1 hour and performed over a webinar to allow everyone to see, hear and touch the application at the same time. You should expect to first learn how to manage the supply room and then the functions to manage crew operations and reporting.

Preparation for Training

- Brief meeting with your AmbuTrak Sales Manager to get acquainted and schedule training
- Part and Asset Lists Partial or full list should be provided 1 week prior to Training 1
- Unit Inspection Sheets Sample Check Sheets should be provided prior to Training 3
- Crew List Partial or full list should be provided 1 week prior to Training 4
- Company Logo Please provide at any time in the process so we can upload it to your site

Training 1 - Supply Room Management

- AmbuTrak Overview
 - O Definitions Part, Asset, UOM, Case, Supply Room, Cabinet, Kit, Unit, Questionnaire
 - O Application Components Back Office, Check Sheet, Station Manager, PC Scanner
 - O Implementation Strategy Based on how supplies flow through your organization
- Part Management Process of Adding and Updating Part Data
- Create Supply Rooms Add Parts, PAR Level, Reorder Point and Ordering Unit of Measure
- Manage Inventory
 - o Purchase Orders
 - o Receive Inventory
 - o Transfer Inventory
 - Issue Inventory

Training 2 - Asset Management & Reporting

- Supply Room Management O&A
- Asset Management Process of Adding and Updating Asset Data
 - Scheduling Preventative Maintenance
 - o Recording Maintenance and Expenses
- Check In / Check Out Assets
- Barcode Printing
- Reporting Design and Scheduling of Supply Room Management and Asset Reports
- Discuss plan for counting and entering Assets and Part inventory for your supply rooms
- AmbuTrak Mobile For clients using the PC Scanner (additional 30 minutes of training)

Training 3 - Unit Inspections and Inventory

- Asset Management & Reporting Q&A
- Organize and Build Unit Check Sheet (Vehicles and/or Stations)
 - o Create Cabinets for Check Sheets
 - o Create Kits for Speed Loader Operations
 - o Create Inspection Questionnaires for Check Sheets
- Login to Crew Interface and Review Check Sheet Operations
 - o Inventory
 - o Inspections
 - O Log PCR (if turned on in Settings)
 - o Request Supplies
- Fill Unit Request Back Office fulfillment of Unit Requests submitted from Check Sheet
- Reporting Design and Scheduling of Unit Inventory and Inspection Reports

Training 4 - Prepare for Launch

- Unit Inspections and Inventory Q&A
- Review Settings
 - o General Site Settings
 - o E-mail Management for Unit Requests and Inspection Questionnaire Notifications
- Review Crew Members and Assign Role Security
- Verify Inventory has been counted for Supply Rooms
- Finalize deployment plans

Ongoing Support Services

Support is available via phone 877-217-3707 during business hours M-F 8 AM - 7 PM EST, and via email support@ambutrak.com 24/7/365. An online knowledge base is also provided and can be accessed directly from the application.



Alachua County Board of County Commissioners Software/Hardware Purchase Request FY 2010-2011

DATE	REQUESTOR	DEPARTMENT / DIVISION	PAYMENT TYPE
11/22/2011	Cheryl Anderson-Ellis	Fire Rescue	Credit Card Check Request Purchase Order P.O.#

QTY	DESCRIPTION AND BENEFIT ANALYSIS	UNIT PRICE	TOTAL
1.00	Ambutrak inventory and Aset Management System - met with ITS staff in 7/2011 re:	\$5,610.00	\$5,610.00
	status of inventory system. Due to staff turnover and critical nature of tracking		\$0.00
	supplies and inventory, ITS staff supported the Department's purchase (Ryan Evans,		\$0.00
	Dan, and Tara). Web based system so hardware is minimal. See attached quote.		\$0.00
	A contract has been drafted and reviewed by County.		\$0.00
	Funding source: Fire Rescue Operating Budget		
	Account code: '001-5450-526 and 001-5480-526		
		SUBTOTAL	\$5,610.00
	SH	IPPING & HANDLING	
		OTHER	
		TOTAL	\$5,610.00

REQUESTING DEPARTMENT DIRECTOR APPROVAL	SIGNATURE 4	11/22/11 DATE
Virgilio A Vensamoye Information Services	Digitally signed by Virgilio A Vensamoye	12-01-2011
ITS DEPARTMENT APPROVAL	SIGNATURE	DATE
RECEIVED BY PURCHASING DIVISION	SIGNATURE	DATE

ITEM DESCRIPTION: Agreement with EMS Technology Solutions, LLC to purchase AmbuTrak Inventory Management Software

DEPARTMENT: RETURN TO CONTACT: Cheryl Anderson-Ellis

Fire Rescue Cheryl Anderson-Ellis PHONE #: 384-3122

DOCUMENT(S) Agreement with EMS Technology Solutions, LLC AMOUNT: \$5,610.00

REQUIRING ACTION:

EXECUTIVE SUMMARY: The Department of Fire Rescue currently operations a Central Supply Warehouse which purchases, stores, and issues in excess of \$1M worth of equipment and supplies each year. It's critical that the Department have the ability to electronically track the ordering, receipt, issue, and use of equipment and supplies. AmbuTrack Software is an inventory management software system that is specifically designed for Emergency Medical Service providers. The agreement will provide for the software licenses, setup and training, and hardware for \$5,610.00. This is a web based product, so no server is required. The recurring annual cost associated with the system is \$5,472.00 for the 16 monthly license fees. Funds exist in the Department's operating budget to cover the one time and recurring costs.

<u>BACKGROUND</u>: Over the last several years, the Department of Fire Rescue has utilized an electronic inventory system which was over 10 years old and not capable of producing any usable reports or analysis. The Department worked with ITS on an inhouse system that due to staff turnover and budget reductions wasn't able to be complete for implementation.

Earlier this year, Fire Rescue researched several possible options for an electronic inventory system. AmbuTrak proved to be the most economical and provided the most "EMS Tailored" system. Fire Rescue staff met with ITS staff in July, 2011 and the recommendation was to move forward with the purchase and implementation. AmbuTrak is an inventory management software that centrally manages and reports the movement of supplies and equipment. The implementation of this software will improve inventory control and provide operational efficiencies, reduction in ordering costs, better control of expenditures, and reduced waste due to expirations. The system is hosted centrally on a high powered server and access is made by users through an internet connection.

The agreement provides for full access to the AmbuTrak Inventory Management System, which is web-based. The Contractor will provide software setup and training, application hosting, database backups, support, and upgrades. The initial cost is \$5,610.00 for one month of license fees, set up and training, and equipment. The annual recurring costs are \$5,472.00 and are included in the Department's operating budget..

ISSUES: It is critical for the Department to have an electronic inventory management system.

ACTION

Recommendation: Approve the agreement

BUDGETARY IMPACT

Recommendation: \$5,610.00 initial set up and equipment; \$5,472.00 annual recurring

Funding Sources: General Fund and MSTU Fire Rescue Operating Budget

Associated Costs \$5,472.00 annual operating

Account Code: 001-5450-various and 011-5480-various

ATTACHMENTS: Agreement, Approved ITS Hardware/Software Request

SUGGESTED REFERENCE MATERIAL: DEPARTMENT CONTRACTS OMB LEGAL COUNTY MANAGER DATE

OF THE PROPERTY OF THE PRO