

ITEM #24

ADDITIONAL MATERIAL
Regular Meeting
DECEMBER 1, 2020

SUBMITTED AT THE REQUEST OF
FINANCE & ADMINISTRATIVE
SERVICES DEPARTMENT



Finance and Administrative Services Department
PURCHASING DIVISION
115 S. Andrews Avenue, Room 212 • Fort Lauderdale, Florida 33301 • 954-357-6066 • FAX 954-357-8535

MEMORANDUM

DATE: November 25, 2020

TO: Mayor, Vice-Mayor, and Board of County Commissioners

THRU: George Tablack, Chief Financial Officer *Rose Johnson* Digitally signed by ROSE JOHNSON
Date: 2020.11.25 17:15:32 -05'00'
on behalf of G. Tablack

FROM: Brenda J. Billingsley, Director **GLENN MARCOS** Digitally signed by GLENN MARCOS
DN: dc=cty, dc=broward, dc=bc, ou=Organization, ou=BCC, ou=PU, ou=Users, cn=GLENN MARCOS
Date: 2020.11.25 17:11:32 -05'00'
on behalf of Brenda J. Billingsley

SUBJECT: December 1, 2020 - Commission Meeting – Agenda Item No. 24
Motion to Approve sole source, sole brand designation to ESi Acquisition, Inc., for software subscriptions, support, and maintenance services for the WebEOC software for Emergency Management Division and other using agencies

Please be advised that Exhibit 1 - Agreement Summary Form and Exhibit 2 - Participating Addendum to State of Florida Division of Emergency Management Contract with ESi Acquisition, Inc. are being replaced by the attached revised exhibits.

Exhibit 1 - Agreement Summary Form has been updated to include various changes, including to reflect a three-year initial term and to reflect the correct contract administrator.

Exhibit 2 – Participating Addendum has been updated to revise Section 4.1, Term, to be coterminous with the State of Florida Division of Emergency Contract with ESi Acquisition, Inc. (page 3 of 42), and the signature block (on page 9 of 42) to reflect the agreement is by Board action, not action taken by the Director of Purchasing.

The vendor executed signature page is forthcoming and will be noted on the Monday Night Memo.

Attachments

BJB/dc/lg

- c: Bertha Henry, County Administrator
- Monica Cepero, Deputy County Administrator
- Kevin B. Kelleher, Assistant County Administrator
- Tracy Jackson, Director, Regional Emergency Services & Communications Department
- Debbie Etienne, Business Manager, Emergency Management Division
- Robert Melton, County Auditor
- Andrew Meyers, County Attorney



AGREEMENT SUMMARY

1. Other Contracting Party:

ESi Acquisition, Inc.

2. Proposed Action:

New Contract Amendment, Number Renewal Extension

3. Document Type (select one):

Two-Party Agreement

4. Purpose/Description: This Agreement provides support for the State Emergency Response Team (SERT) during Emergency Operations Center activations/day-to-day processes. It is the established system that provides key mission support and information sharing across the SERT for emergency planning, response, recovery and mitigation activities during a disaster or event for Emergency Management Division.

5. Special Provisions (select if applicable):

Living Wage Program SBE Sheltered Market Program
 Workforce Investment Pilot Program M/WBE Program
 Federal DBE/ACDBE program In-Kind Match Required: \$ ___ or ___%
 CBE Program Cash Match Required: \$ ___ or ___%

6.a. Effective Dates (for new agreements only):

Start : Upon Execution with a period of performance retroactive to June 1, 2020
End: May 31, 2023

6.b. Effective Dates (amendments only):

No Change
 End date has changed from ___ to ___.
 Term has from to .

7. Contract Administrator:

Name: Tracy Jackson, Director of Regional Emergency Services & Communications

Phone: 954-831-3908

8. Contract Type:

Cost reimbursement Open-end
 Firm fixed price Time and materials
 Performance-based Other _____

9.a. Contract Value (new contracts)

Actual Estimated
Base amount \$300,000 (6/1/20 – 5/31/23)
\$300,000 (total for all possible renewal terms)
Reimbursables
Optional Services
Total contract value \$600,000

9.b. Contract Value (amendments only)

No change Actual Estimated
Original approved contract value
Approved previous adjustments
Value of this action
Amended total contract value

10. Payment Method

Lump Sum Payment
 Milestone or Progress-Based
 Scheduled or Time-Based
 Other:

11. Payment Terms

County shall pay provider within thirty days of receipt of provider's proper invoice, in accordance with article 5, section 5.2.

12. Cost Adjustment

Not Applicable Fixed Percentage - ___% Actual Cost
 CPI or other Index Fixed Amount - \$ ___ Other:

13. Equity Program Participation Summary

a. County established M/WBE, SBE, CDBE, CBE, DBE or ACDBE participation goal for this action or project: N/A
b. Contractor-committed M/WBE, SBE, CDBE, CBE, DBE or ACDBE participation goal planned for this action or project: N/A
c. M/WBE, SBE, CDBE, CBE, DBE or ACDBE participation to date: N/A

14. Renewal or Extension Terms:

The term of the addendum shall be effective as of the complete execution by the parties, with a period of performance retroactive to June 1,2020, and shall end on May 31, 2023. The County may renew this addendum beyond the initial term to be coterminous with the Florida Contract, inclusive of any extensions therein, unless earlier terminated per the Florida contract sections, including without

15. Termination and Cancellation Provisions:

17.1 Termination for cause.
17.2 Effective date of termination for cause.
17.3 Termination for lack of appropriation of funds.

limitation sections 18.1; 18.2; 18.3; 18.4; 18.5

16. Deliverables, milestones or scope of this action:

This action supports the system that provides key mission support and information that is shared across the SERT for emergency planning, response, recovery and mitigation activities during a disaster or event.

17. List terms, considerations or deviations from standard county form:

Contract disclosures:

Terms are 06/01/20-05/31/23, with renewal coterminous with State contract.

Warranties: the only warranty in the Florida Contract is a warranty by Contractor that, to the best of its knowledge, there is no pending or threatened action, proceeding, investigation, etc. that would prohibit, restrain, or diminish its ability to perform.

EULA Disclosures: Section 10: there are restrictions on copying Documentation that must be followed by the agency; Section 14: aside from 60 day software warranty from date of installation, there are no warranties and service provided "as is."; Section 16: liability capped at amount paid during a 12 month period to vendor.

Agency reviewed and terms are acceptable.

3.4 **Orders.** At County's request, Contractor shall issue a quote for any goods or services considered for purchase by County under this Addendum and attach any applicable subscription and license agreements as set forth in the Florida Contract. If County elects to procure the goods or services and the terms of the quote are acceptable to County, County will issue an appropriate purchase order to acquire such goods or Services, including entering into a Work Authorization in the form set forth in Exhibit D, if necessary (the "Order"). The Order shall specify the type, amount, timing, and any applicable scope of services or acceptance criteria for the goods or services purchased. If so elected by County, County will issue an appropriate purchasing document (which may include a purchase card or P-card) to acquire such goods and services. The pricing for such goods and services shall be equal to the then-current pricing for such goods and services offered under the Florida Contract. Any software purchased by County under this Addendum shall be subject to final acceptance testing pursuant to Broward County Administrative Code Section 22.148. Contractor shall not provide goods or services under any Order until after receipt of the applicable Notice to Proceed.

3.5 **Support and Maintenance Services.** Any Order shall specify the scope and extent of technical support purchased by County in addition to the technical support set forth in the Florida Contract. To the extent technical support services are purchased by the County under an Order, Contractor shall promptly provide technical support in accordance with the Contractor technical support policies then in effect.

3.6 **Service Level Addendum.** Any Order for cloud services, hosting, or software-as-a-service ("SaaS") shall meet or exceed the service levels and standards stated in Exhibit B of this Addendum.

3.7 **Contract Administrator Authority.** The Contract Administrator is authorized to coordinate and communicate with Contractor to manage and supervise the performance of this Addendum. Unless expressly stated otherwise in this Addendum or otherwise set forth in an applicable provision of the Broward County Procurement Code, Broward County Code of Ordinances, or Broward County Administrative Code, the Contract Administrator may exercise any ministerial authority under this Addendum in connection with the day-to-day management of this Addendum. The Contract Administrator may approve in writing minor modifications to the Scope of Services provided that such modifications do not increase the total cost to County or waive any rights of County.

4. TERM

4.1 **Term.** The Addendum shall be effective as of the complete execution by the Parties (the "Effective Date"), with a period of performance retroactive to June 1, 2020, and shall end on May 31, 2023 (the "Initial Term"). County may renew this Addendum beyond the Initial Term for a period of up to three (3) additional years to be coterminous with the Florida Contract, inclusive of any extensions therein, upon written notice of renewal to Contractor at least thirty (30) days prior to the expiration of the Initial Term. The County's Director of Purchasing is authorized to exercise any extension.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Addendum: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Director of Purchasing, authorized to execute same by action of the Board on the ___ day of December, 2020, and ESi Acquisition, Inc., signing by and through its Senior Vice President and Chief Financial Officer, duly authorized to execute same.

COUNTY

WITNESS:

BROWARD COUNTY, by and through
its Director of Purchasing

(Signature)

By _____
Director of Purchasing

(Print Name of Witness)

___ day of _____, 2020

(Signature)

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

(Print Name of Witness)

Digitally signed by RENE
D. HARROD
Date: 2020.11.25 10:44:47
-05'00'

By _____

René D. Harrod (Date)
Deputy County Attorney

NS
2019-11-25
Contractor Participating Addendum
#474056.1