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Attn: Director of Purchasing  
Broward County  
115 S. Andrews Avenue, Room 212  
Fort Lauderdale  
Florida, 33301

Email: Robert E. Gleason, Director, Purchasing Division  
Sonia Lovett, Purchasing Manager

[rgleason@broward.org](mailto:rgleason@broward.org)  
[slovett@broward.org](mailto:slovett@broward.org)

**BY POST AND EMAIL**

November 19, 2024

Dear Sir/Madam,

**Re: Broward County's RFP TEC2125494R2 for Software ("this RFP")**

We refer to the award of the bid concerning this RFP to Today's Business Solutions, Inc., ("**the Project**") and hereby provide notice of our protest of the award of the Project pursuant to Section U(2) of the Standard Instructions to Vendors - Request for Proposals, Request for Qualifications, or Request for Letters of Interest ("**Standard Instructions**") which governs this RFP. The requirement for litigation history to be disclosed is outlined at section B.1. of the same governing document.

It is our submission that the successful bidder, Today's Business Solutions, Inc. ("**TBS**") failed to disclose material litigation as required by the Standard Instructions, and is therefore non-compliant with the Standard Instructions and accordingly is not entitled to be awarded the Project.

***Relevant provisions of the Standard Instructions***

The relevant provisions of the Standard Instructions concerning the required disclosure of litigation history are as follows, contained within Section B, "Responsibility Criteria":

***1. Litigation History***

*a. All Vendors are required to disclose to the County all "material" cases filed, pending, or resolved during the last three (3) years prior to the solicitation response due date, whether such cases were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. Additionally, all Vendors are required to disclose to the County all "material" cases filed, pending, or resolved against any principal of Vendor, regardless of whether the principal was associated with Vendor at the time of the "material" cases against the principal, during the last three (3) years prior to the solicitation response.*



A case is considered to be “material” if it relates, in whole or in part, to any of the following:

- i. A similar type of work that the vendor is seeking to perform for the County under the current solicitation;
  - ii. An allegation of fraud, negligence, error or omissions, or malpractice against the vendor or any of its principals or agents who would be performing work under the current solicitation;
  - iii. A vendor’s default, termination, suspension, failure to perform, or improper performance in connection with any contract;
  - iv. The financial condition of the vendor, including any bankruptcy petition (voluntary and involuntary) or receivership; or
  - v. A criminal proceeding or hearing concerning business-related offenses in which the vendor or its principals (including officers) were/are defendants.
- b. For each material case, the Vendor is required to provide all information identified in the **Litigation History** . Additionally, the Vendor shall provide a copy of any judgment or settlement of any material case during the last three (3) years prior to the solicitation response. Redactions of any confidential portions of the settlement agreement are only permitted upon a certification by the Vendor that all redactions are required under the express terms of a pre-existing confidentiality agreement or provision.
- c. The County will consider a Vendor’s litigation history information in its review and determination of responsibility.
- d. If the Vendor is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture.
- e. A vendor is required to disclose to the County any and all cases(s) that exist between the County and any of the Vendor’s subcontractors/subconsultants proposed to work on this project during the last five (5) years prior to the solicitation response.
- f. Failure to disclose any material case, including all requested information in connection with each such case, as well as failure to disclose the Vendor’s subcontractors/subconsultants litigation history against the County, may result in the Vendor being deemed non-responsive.

Any emphases contained are as reproduced from the Standard Instructions.

#### **Current litigation**

Section B(1)(a) provides the overarching requirement: “All Vendors are required to disclose to the County **all “material” cases filed, pending, or resolved during the last three (3) years prior to the solicitation response due**



*date, whether such cases were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. Additionally, all Vendors are required to disclose to the County all "material" cases filed, pending, or resolved against any principal of Vendor, regardless of whether the principal was associated with Vendor at the time of the "material" cases against the principal, during the last three (3) years prior to the solicitation response."*

(Emphasis added).

The phrase "all "material" cases filed, pending, or resolved during the last three (3) years prior to the solicitation response due date, whether such cases were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization" is required to be considered here.

The following facts are ascertainable from searches of public records:

1. TBS is under common ownership with an Illinois corporation named ePRINTit, LLC. The enclosed press release by ePRINTit USA, Inc. dated November 19, 2019 includes references to TBS and it is clear from the matters addressed in the press release that, naming of the "ePRINTit" party aside, there are substantial links between that party and TBS sufficient to demonstrate common ownership. Indeed common ownership among TBS and ePRINTit USA, Inc. is mentioned specifically.
2. The "ePRINTit" product referred to in the press release is used by ePRINTit, LLC. We can verify this as we have engaged with ePRINTit, LLC as a reseller in the past. This goes further to establishing the common relationship between the ePRINTit "group" and TBS.
3. It is our understanding and it is well-established that Lou Flavio is the Chief Executive Officer, and/or has a significant controlling interest and/or role, among all companies mentioned.
4. There is currently a case pending in the United States District Court for the Northern District of Illinois, Case No. 1:24-cv-02298. ePRINTit USA, LLC is the plaintiff in that matter. This case was filed on March 21, 2024 and remains ongoing.
5. The enclosed page 1 of the docket for the case, as at November 19, 2024 shows the currency and basic details of the case, and we can verify it ourselves, as EnvisionWare, Inc. is the defendant in this matter. We have disclosed this matter to the County as part of our response to this RFP.

Being a case brought by TBS affiliate ePRINTit, LLC, it is clear from these facts that this is a case "brought by or against...[TBS]...any parent or subsidiary of [TBS]", within the spirit and meaning of the Standard Instructions.

The definition of "material" must now be considered.

### **Materiality**

Section B(1)(a) further provides follows:

*"A case is considered to be "material" if it relates, in whole or in part, to any of the following:*



- i. A similar type of work that the vendor is seeking to perform for the County under the current solicitation;*
- ii. An allegation of fraud, negligence, error or omissions, or malpractice against the vendor or any of its principals or agents who would be performing work under the current solicitation;*
- iii. A vendor's default, termination, suspension, failure to perform, or improper performance in connection with any contract;*
- iv. The financial condition of the vendor, including any bankruptcy petition (voluntary and involuntary) or receivership; or*
- v. A criminal proceeding or hearing concerning business-related offenses in which the vendor or its principals (including officers) were/are defendants."*

We contend that Section B(1)(a)(i) and (iii) both apply to TBS's bid for the Project.

Regarding (i), the current case before the courts described above concerns the performance/delivery by the plaintiff of certain software-as-a-service (SaaS) internet and mobile cloud printing solutions. This RFP is with respect to the delivery of a "Public Computer Reservation, Print Management & Scanning Solution". It is clear that the case currently before the courts is a similar type of work that TBS is seeking to perform for the County.

Regarding (iii), a reading of the pleadings currently before the court (which is available on the public record) will demonstrate that the issues contemplated by (iii) with respect to this RFP are alleged against the plaintiff in the current case before the courts. For the interests of brevity these ought not be reproduced here, especially so given the case for "materiality" has already been established with respect to point (i) above, however it is sufficient to say that the case currently before the courts features at least some of the actions listed in point (iii) and thus these actions establish materiality on the part of the plaintiff, and therefore as far as this RFP is concerned, TBS.

***Basis for EnvisionWare, Inc.'s complaint***

The facts outlined above clearly demonstrate a failure on the part of TBS to disclose all current and pending litigation brought by or against it, as required by the Standard Instructions.

Section U of the Standard Instructions provides a mechanism by which a "Vendor" can challenge a "solicitation or proposed award of a contract". It is clear to all parties concerned that EnvisionWare, Inc. is a Vendor within the meaning of this section, and it is also clear that this decision by the County falls into the category of "solicitation or proposed award of a contract"; indeed, it likely comes under both given TBS has solicited for the Project and has made a successful bid for the same.

Sections U(1)-(3) concern timing aspects of a required protest. As per the enclosed Agenda for Final Evaluation Committee Meeting hosted by the County with all bidding vendors in attendance, the announcement of TBS as the winning bid for the Project and the ranking of all other bidders was made no earlier than November 15, 2024. The notification of TBS's successful bid on the County Purchasing Division's website was made sometime



after this time. Accordingly, as per these sections of the Standard Instructions, this protest by EnvisionWare, Inc. has been made within the allowed time.

Section U(4) prescribes the requirement for a filing fee of \$3,000 to be paid in order for our protest to be validly received, and accordingly a cashier's check for this amount accompanies this letter.

***Final submission***

We ask that you acknowledge receipt of this letter as soon as practicable after receiving it, and we request that you fully investigate TBS's bid for the Project and reassess your determination that the bid is compliant with the Standard Instructions. Given TBS's obvious failure to disclose what is a material litigation matter on any measure, let alone that contemplated by the Standard Instructions, we submit that it is only fair to all other bidders for TBS's bid to be reassessed and rejected for failing to comply with the Standard Instructions.

We look forward to your response in due course.

Yours faithfully,

**John C. Dexter**  
General Manager  
EnvisionWare, Inc.

*Enclosures:*

1. Press Release by ePRINTit USA, Inc. dated November 8, 2019.
2. Case docket for United States District Court for the Northern District of Illinois, Case No. 1:24-cv-02298, as of November 19, 2024.
3. Agenda for Broward County's Final Evaluation Committee Meeting, November 15, 2024.
4. Check for the filing fee.



# Newly formed ePRINTit USA, Inc. acquires world's largest cloud print solution provider



ABOUT ePRINTIT

**NEWS PROVIDED BY**  
**ePRINTit USA, Inc. →**  
Nov 08, 2019, 12:59 ET

CHICAGO, Nov. 8, 2019 /PRNewswire/ -- Today, ePRINTit USA, Inc. (ePRINTit™) announced that it has acquired secure cloud print solution provider ePRINTit™, a wholly owned subsidiary of UniPrint.Net. The ePRINTit™ cloud and mobile print solutions lead the world in publicly accessible printers and MFP's with installations in over 80 countries.

ePRINTit USA, Inc., CEO Lou Flavio has been working successfully with ePRINTit solutions over the last two years with installations across their Education and Library network with common ownership of Today's Business Solutions, Inc. (TBS) and fully understands the global potential of providing secure cloud print and pay options to their clients. For more than 28 years, TBS has been providing successful solutions to its many clients and are now proud to welcome ePRINTit products and innovative technology to their offering.

As the world adopts the new shared economy model, printing technology also shifts from a luxury-based home product to a shared economy model focusing and positively affecting the environment. *"Having worked with ePRINTit over the last couple of years with TBS we are hugely excited about sharing this*



*innovation with our customers and market place. Our libraries that currently use the product have had nothing but great things to say about it. It is truly the uberization of print allowing everyone, everywhere the ability to print, scan, copy documents and images at incredible speed,"* says Lou Flavio.

Lou adds, *"Leveraging the power and security of ePRINTit™ and the resources of TBS we believe this will be a game changer offering incredible opportunities to our channel partners and direct customers and opens up our shared products to new markets everywhere."*

With the acquisition of ePRINTit™, the new company has acquired all existing customer contracts and customer service responsibilities. Support numbers and emails will all remain as they currently are. Existing Channel resellers will be contacted with additional company information over the next couple of weeks.

### **About ePRINTit**

ePRINTit <http://eprintit.com> has been providing hyper secure cloud printing to enterprise, higher education and public print location since 1997. We believe that the cloud is the future and migrated all its resources into the Cloud in 2012. ePRINTit is a widely dispersed company with employees all around the world. Together, we are on a mission to help you make every cloud printing experience infinitely better. The ePRINTit solution provides its users with a global pay for print, scan, copy features directly embedded in iOS and Android Apps as well as email printing, web portal and file-to-print drivers, servicing clients without the need for print driver or print server management.

### **About TBS**

Today's Business Solutions (TBS) established is 1991, <http://tbsit360.com> is a software and hardware solutions provider specializing on the Public Library and Higher Education markets. TBS provides BOOKSCAN Stations, Print Management, MyPC Computer booking, Web-Based Printing Portals as well as a full line of payment devices and technology. In addition to being an equipment provider, TBS provides: Sales Support, Technical Support and can custom design support and implementation programs to meet any customer's requirements.

For further information, please contact: [Mark.Patenaude@eprintit.com](mailto:Mark.Patenaude@eprintit.com)

SOURCE ePRINTit USA, Inc.

Related Links

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**This docket is current through 11/19/2024**

Today's Date: 11/19/2024

Source: U.S. District Court, Northern District of Illinois (Chicago)

**Court:** U.S. District Court, Northern District of Illinois (Chicago)  
**Case Title:** EPRINTit USA, LLC v. EnvisionWare, Inc.  
**Case:** 1:24-CV-02298  
**Judge:** Honorable Virginia M. Kendall  
**Date Filed:** 03/20/2024  
**Case Status:** COLE

**CASE INFORMATION**

**Case Number:** 1:24CV02298  
**Jury Demand:** Both  
**Demand:** \$9,999,000  
**Nature of Suit:** Contract: Insurance (110)  
**Jurisdiction:** Diversity  
**Cause:** 28 USC 1332 Diversity-Breach of Contract

**PARTICIPANT INFORMATION**

**ePRINTit USA, LLC**

**Party Description:** an Illinois corporation  
**Type:** Plaintiff  
**Attorney:** Stanley Carlyle Sneeringer  
**Status:** LEAD ATTORNEY; ATTORNEY TO BE NOTICED  
**Firm Name:** Pedersen & Houpt, P.C.  
**Firm Address:** 161 N. Clark Street  
Suite 2700  
Chicago, IL 60601  
**Firm Phone:** 312-261-2238  
**Email Address:** ssneeringer@pedersenhaupt.com  
**Attorney:** Caroline Theresa McAuliffe  
**Status:** ATTORNEY TO BE NOTICED  
**Firm Name:** Pedersen & Houpt P.C.  
**Firm Address:** Illinois  
161 N Clark Street  
Suite 2700  
Chicago, IL 60601  
**Firm Phone:** 312-261-2267  
**Email Address:** CMcAuliffe@pedersenhaupt.com

**EnvisionWare, Inc.**

**Party Description:** a Georgia corporation

AGENDA  
FOR  
FINAL EVALUATION COMMITTEE MEETING

RLI No. TEC2125494R2  
Public Computer Reservation, Print Management, and Scanning Solution

Date: November 15, 2024  
Time: 1:00 PM

Virtual and In Person Meeting (Microsoft Teams and Room 430)

**Audio/Phone Conference Information:**

Microsoft Teams meeting

**Join on your computer or mobile app**

[Click here to join the meeting](#)

**Or call in (audio only)**

[+1 754-900-8519,,736922887#](#)

**Phone Conference ID: 736 922 887#**

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1. CALL TO ORDER AND ANNOUNCEMENTS
  - a. Day, date, time, and place of meeting
  - b. State the purpose of the meeting
  - c. Attendance
  - d. Introduction – Purchasing Division
  - e. Quorum of voting members
  - f. State the responsibility of the Evaluation Committee
  - g. Cone of Silence
  - h. Conflict of Interest Statement
2. APPROVE MINUTES OF THE INITIAL EVALUATION COMMITTEE MEETING
3. VENDOR DEMONSTRATION FACT FINDING REPORT
4. PURCHASING DIVISION REPORT – TERMS & CONDITIONS EXCEPTIONS
5. CHAIR LEADS DISCUSSION OF TERMS AND CONDITIONS EXCEPTIONS
6. CLOSED PRESENTATIONS
7. ANNOUCEMENT REGARDING VENDOR PRESENTATIONS
8. VENDOR PRESENTATIONS
9. GATHERING ALL VENDORS AND GENERAL PUBLIC AFTER PRESENTATIONS – COMMITTEE DISCUSSION
10. OTHER BUSINESS
11. RANKING OF FIRMS
12. ANNOUCEMENT OF RANKING
13. MOTIONS TO ACCEPT THE RANKING OF THE FIRMS
14. OTHER BUSINESS
15. ADJOURN MEETING

Link to Supporting Documents:

[broward.org/Purchasing/RepositoryDocuments/TEC2125494R2 PC Reservation Print Management and Scanning Solution.html](http://broward.org/Purchasing/RepositoryDocuments/TEC2125494R2_PC_Reservation_Print_Management_and_Scanning_Solution.html)