

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF MIAMI BEACH
AND
MUNICIPAL EMERGENCY SERVICES, INC.
FOR
WEB BASED TRAINING SYSTEM, PURSUANT TO
REQUEST FOR PROPOSAL (RFP) NO. 2014-143-LR**

This Professional Services Agreement ("Agreement") is entered into this 5th day of NOVEMBER, 2014, between the **CITY OF MIAMI BEACH, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida, having its principal offices at 1700 Convention Center Drive, Miami Beach, Florida, 33139 ("City"), and **MUNICIPAL EMERGENCY SERVICES, INC.**, a **CORPORATION**, whose address is 7 Poverty Road, 85 H Bennett Square, Southbury, Connecticut 06488 (Consultant).

**SECTION 1
DEFINITIONS**

- Agreement:** This Agreement between the City and Consultant, including any exhibits and amendments thereto.
- City Manager:** The chief administrative officer of the City.
- Consultant:** For the purposes of this Agreement, Consultant shall be deemed to be an independent contractor, and not an agent or employee of the City.
- Services:** All services, work and actions by the Consultant performed or undertaken pursuant to the Agreement.
- Fee:** Amount paid to the Consultant as compensation for Services.
- Proposal Documents:** Proposal Documents shall mean City of Miami Beach Request for Proposal (RFP) No. 2014-143-LR for a Web Based Training System, together with all amendments thereto, issued by the City in contemplation of this Agreement (the RFP), and the Consultant's proposal in response thereto (Proposal), all of which are hereby incorporated and made a part hereof; provided, however, that in the event of an express conflict between the Proposal Documents and this Agreement, the following order of precedent shall prevail: this Agreement; the RFP; and the Proposal.
- Risk Manager:** The Risk Manager of the City, with offices at 1700 Convention Center Drive, Third Floor, Miami Beach, Florida 33139; telephone number (305) 673-7000, Ext. 6435; and fax number (305) 673-7023.

SECTION 2
SCOPE OF SERVICES (SERVICES)

2.1 In consideration of the Fee to be paid to Consultant by the City, Consultant shall provide the work and services described in Exhibit "A" hereto (the Services).

2.2 Consultant's Services, and any deliverables incident thereto, shall be completed in accordance with the timeline and/or schedule in Exhibit "A" hereto.

SECTION 3
TERM

The term of this Agreement (Term) shall commence upon execution of this Agreement by all parties hereto, and shall have an initial term of one (1) year, with four (4) one-year renewal options, to be exercised at the City Manager's sole option and discretion, by providing Consultant with written notice of same no less than thirty (30) days prior to the expiration of the initial term (or a renewal term, as the case may be).

Notwithstanding the Term provided herein, Consultant shall adhere to any specific timelines, schedules, dates, and/or performance milestones for completion and delivery of the Services, as same is/are set forth in the timeline and/or schedule referenced in Exhibit "A" hereto.

SECTION 4
FEE

4.1 In consideration of the Services to be provided, Consultant shall be compensated on a fixed fee basis, in the amount of **\$24,342.00 for the first year.**

4.2 Fees to be paid for subsequent years as follows:

Premier Membership: \$203.00 per user
Career Tracking: \$15.00 per user
Online Training with EMS Course: \$95.00 per user (Option to include in Year 2 through 5, at \$49.00 per user).

Annual Maintenance Fee: \$395.00

4.4 **INVOICING**

Upon receipt of an acceptable and approved invoice, payment(s) shall be made within thirty (30) days for that portion (or those portions) of the Services satisfactorily rendered (and referenced in the particular invoice).

Invoices shall include a detailed description of the Services (or portions thereof) provided, and shall be submitted to the City at the following address:

City of Miami Beach
Finance Department
1700 Convention Center Drive
Miami Beach, Florida 33193

SECTION 5
TERMINATION

5.1 TERMINATION FOR CAUSE

If the Consultant shall fail to fulfill in a timely manner, or otherwise violates, any of the covenants, agreements, or stipulations material to this Agreement, the City, through its City Manager, shall thereupon have the right to terminate this Agreement for cause. Prior to exercising its option to terminate for cause, the City shall notify the Consultant of its violation of the particular term(s) of this Agreement, and shall grant Consultant ten (10) days to cure such default. If such default remains uncured after ten (10) days, the City may terminate this Agreement without further notice to Consultant. Upon termination, the City shall be fully discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, this Agreement.

Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by any breach of the Agreement by the Consultant. The City, at its sole option and discretion, shall be entitled to bring any and all legal/equitable actions that it deems to be in its best interest in order to enforce the City's right and remedies against Consultant. The City shall be entitled to recover all costs of such actions, including reasonable attorneys' fees.

5.2 TERMINATION FOR CONVENIENCE OF THE CITY

THE CITY MAY ALSO, THROUGH ITS CITY MANAGER, AND FOR ITS CONVENIENCE AND WITHOUT CAUSE, TERMINATE THE AGREEMENT AT ANY TIME DURING THE TERM BY GIVING WRITTEN NOTICE TO CONSULTANT OF SUCH TERMINATION; WHICH SHALL BECOME EFFECTIVE WITHIN THIRTY (30) DAYS FOLLOWING RECEIPT BY THE CONSULTANT OF SUCH NOTICE. IF THE AGREEMENT IS TERMINATED FOR CONVENIENCE BY THE CITY, CONSULTANT SHALL BE PAID FOR ANY SERVICES SATISFACTORILY PERFORMED UP TO THE DATE OF TERMINATION; FOLLOWING WHICH THE CITY SHALL BE DISCHARGED FROM ANY AND ALL LIABILITIES, DUTIES, AND TERMS ARISING OUT OF, OR BY VIRTUE OF, THIS AGREEMENT.

5.3 TERMINATION FOR INSOLVENCY

The City also reserves the right to terminate the Agreement in the event the Consultant is placed either in voluntary or involuntary bankruptcy or makes an assignment for the benefit of creditors. In such event, the right and obligations for the parties shall be the same as provided for in Section 5.2.

SECTION 6
INDEMNIFICATION AND INSURANCE REQUIREMENTS

6.1 INDEMNIFICATION

Consultant agrees to indemnify and hold harmless the City of Miami Beach and its officers, employees, agents, and contractors, from and against any and all actions (whether at law or

in equity), claims, liabilities, losses, and expenses, including, but not limited to, attorneys' fees and costs, for personal, economic or bodily injury, wrongful death, loss of or damage to property, which may arise or be alleged to have arisen from the negligent acts, errors, omissions or other wrongful conduct of the Consultant, its officers, employees, agents, contractors, or any other person or entity acting under Consultant's control or supervision, in connection with, related to, or as a result of the Consultant's performance of the Services pursuant to this Agreement. To that extent, the Consultant shall pay all such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses, and shall pay all costs and attorneys' fees expended by the City in the defense of such claims and losses, including appeals.

The parties agree that one percent (1%) of the total compensation to Consultant for performance of the Services under this Agreement is the specific consideration from the City to the Consultant for the Consultant's indemnity agreement. The provisions of this Section 6.1 and of this indemnification shall survive termination or expiration of this Agreement.

6.2 INSURANCE REQUIREMENTS

The Consultant shall maintain and carry in full force during the Term, the following insurance:

1. Consultant General Liability, in the amount of \$1,000,000;
2. Consultant Professional Liability, in the amount of \$100,000; and
3. Workers Compensation & Employers Liability, as required pursuant to Florida Statutes.
4. Automobile Liability, in the amount of \$1,000,000.

The insurance must be furnished by insurance companies authorized to do business in the State of Florida. All insurance policies must be issued by companies rated no less than "B+" as to management and not less than "Class VI" as to strength by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent.

All of Consultant's certificates shall contain endorsements providing that written notice shall be given to the City at least thirty (30) days prior to termination, cancellation or reduction in coverage in the policy.

Original certificates of insurance must be submitted to the City's Risk Manager for approval (prior to any work and/or services commencing) and will be kept on file in the Office of the Risk Manager. The City shall have the right to obtain from the Consultant specimen copies of the insurance policies in the event that submitted certificates of insurance are inadequate to ascertain compliance with required coverage.

The Consultant is also solely responsible for obtaining and submitting all insurance certificates for any sub-consultants.

Compliance with the foregoing requirements shall not relieve the Consultant of the liabilities and obligations under this Section or under any other portion of this Agreement.

The Consultant shall not commence any work and or services pursuant to this Agreement until all insurance required under this Section has been obtained and such insurance has been approved by the City's Risk Manager.

SECTION 7
LITIGATION JURISDICTION/VENUE/JURY TRIAL WAIVER

This Agreement shall be construed in accordance with the laws of the State of Florida. This Agreement shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida. By entering into this Agreement, Consultant and the City expressly waive any rights either party may have to a trial by jury of any civil litigation related to or arising out of this Agreement.

SECTION 8
LIMITATION OF CITY'S LIABILITY

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action, for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$10,000. Consultant hereby expresses its willingness to enter into this Agreement with Consultant's recovery from the City for any damage action for breach of contract to be limited to a maximum amount of \$10,000.

Accordingly, and notwithstanding any other term or condition of this Agreement, Consultant hereby agrees that the City shall not be liable to the Consultant for damages in an amount in excess of \$10,000 for any action or claim for breach of contract arising out of the performance or non-performance of any obligations imposed upon the City by this Agreement.

Nothing contained in this section or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon the City's liability, as set forth in Section 768.28, Florida Statutes.

SECTION 9

[INTENTIONALLY DELETED]

SECTION 10
GENERAL PROVISIONS

10.1 AUDIT AND INSPECTIONS

Upon reasonable verbal or written notice to Consultant, and at any time during normal business hours (i.e. 9AM – 5PM, Monday through Fridays, excluding nationally recognized holidays), and as often as the City Manager may, in his/her reasonable discretion and judgment, deem necessary, there shall be made available to the City Manager, and/or such representatives as the City Manager may deem to act on the City's behalf, to audit, examine, and/ or inspect, any and all other documents and/or records relating to all matters covered by this Agreement. Consultant shall maintain any and all such records at its place of business at the address set forth in the "Notices" section of this Agreement.

10.2 [INTENTIONALLY DELETED]

10.3 ASSIGNMENT, TRANSFER OR SUBCONSULTING

Consultant shall not subcontract, assign, or transfer all or any portion of any work and/or service under this Agreement without the prior written consent of the City Manager, which consent, if given at all, shall be in the Manager's sole judgment and discretion. Neither this Agreement, nor any term or provision hereof, or right hereunder, shall be assignable unless as approved pursuant to this Section, and any attempt to make such assignment (unless approved) shall be void.

10.4 PUBLIC ENTITY CRIMES

Prior to commencement of the Services, the Consultant shall file a State of Florida Form PUR 7068, Sworn Statement under Section 287.133(3)(a) Florida Statute on Public Entity Crimes with the City's Procurement Division.

10.5 EQUAL EMPLOYMENT OPPORTUNITY

In connection with the performance of the Services, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, national origin, religion, sex, gender identity, sexual orientation, disability, marital and familial status, or age.

10.6 CONFLICT OF INTEREST

The Consultant herein agrees to adhere to and be governed by all applicable Miami-Dade County Conflict of Interest Ordinances and Ethics provisions, as set forth in the Miami-Dade County Code, and as may be amended from time to time; and by the City of Miami Beach Charter and Code (as some may be amended from time to time); both of which are incorporated by reference herein as if fully set forth herein.

The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirectly, which could conflict in any manner or degree with the performance of the Services. The Consultant further covenants that in the performance of this Agreement, no person having any such interest shall knowingly be employed by the Consultant. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefits arising there from.

**SECTION 11
NOTICES**

All notices and communications in writing required or permitted hereunder, shall be delivered personally to the representatives of the Consultant and the City listed below or may be mailed by U.S. Certified Mail, return receipt requested, postage prepaid, or by a nationally recognized overnight delivery service.

Until changed by notice in writing, all such notices and communications shall be addressed as follows:

TO CONSULTANT: Municipal Emergency Services, Inc.
Attn: Troy Cool, Regional Sales Manager
7 Poverty Road
85H Bennett Square
Southbury, CT 06488
Email: tcool@mesfire.com

TO CITY: City of Miami Beach
Attn: Chief Virgilio Fernandez, Fire Department
2300 Pinetree Drive
Miami Beach, Florida 33140
Email: virgiliofernandez@miamibeachfl.gov

With copies to:

City of Miami Beach City Hall
Alex Denis, Procurement Director
1700 Convention Center Drive, 3rd Floor
Miami Beach, Florida 33139
alexdenis@miamibeachfl.gov

Notice may also be provided to any other address designated by the party to receive notice if such alternate address is provided via U.S. certified mail, return receipt requested, hand delivered, or by overnight delivery. In the event an alternate notice address is properly provided, notice shall be sent to such alternate address in addition to any other address which notice would otherwise be sent, unless other delivery instruction as specifically provided for by the party entitled to notice.

Notice shall be deemed given on the day on which personally served, or the day of receipt by either U.S. certified mail or overnight delivery.

SECTION 12

MISCELLANEOUS PROVISIONS

12.1 CHANGES AND ADDITIONS

This Agreement cannot be modified or amended without the express written consent of the parties. No modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

12.2 SEVERABILITY

If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected and every other term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

12.3 ENTIRETY OF AGREEMENT

The City and Consultant agree that this is the entire Agreement between the parties. This Agreement supersedes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and there are no commitments,

agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Title and paragraph headings are for convenient reference and are not intended to confer any rights or obligations upon the parties to this Agreement.

12.4 CONSULTANT'S COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

Pursuant to Section 119.0701 of the Florida Statutes, if the Consultant meets the definition of "Contractor" as defined in Section 119.0701(1)(a), the Consultant shall:

- a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service;
- b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- d) Meet all requirements for retaining public records and transfer to the City, at no City cost, all public records created, received, maintained and/or directly related to the performance of this Agreement that are in possession of the Consultant upon termination of this Agreement. Upon termination of this Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

For purposes of this Article, the term "public records" shall mean 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 of the City.

Consultant's failure to comply with the public records disclosure requirement set forth in Section 119.0701 of the Florida Statutes shall be a breach of this Agreement.

In the event the Consultant does not comply with the public records disclosure requirement set forth in Section 119.0701 of the Florida Statutes, the City may, at the City's sole discretion, avail itself of the remedies set forth under this Agreement and available at law.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their appropriate officials, as of the date first entered above.

FOR CITY:

CITY OF MIAMI BEACH, FLORIDA

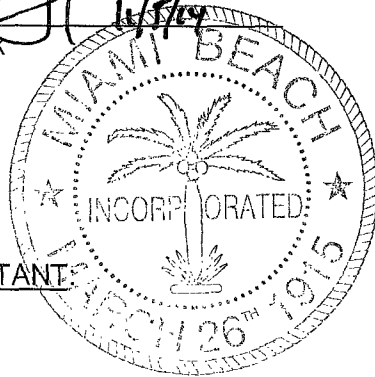
ATTEST:

By:

[Signature]
City Clerk

Mayor

[Signature]



FOR CONSULTANT:

MUNICIPAL EMERGENCY SERVICES, INC.

ATTEST:

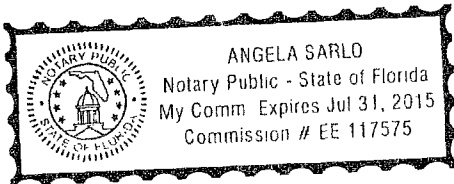
By:

Angela Sarlo
Secretary

[Signature]
President - Sales Rep

Angela Sarlo
Print Name

Troy Cool / Sales Rep
Print Name / Title



APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

[Signature] 10-27-14
City Attorney Date

EXHIBIT 'A'

Tab 3- Scope of Services Proposed

Why we believe TargetSolutions is the best option for the City of Miami Beach:

TargetSolutions is the only provider that can supply ALL of the City of Miami Beach course offerings requested: Various on-line courses covering, but not limited to, EMS Basic and Advanced Level Training, NFPA 1500/1001/1021/1584/1403, RT-130 Annual Wildland Fire Safety Refresher, S-190 Introduction to Wildland Fire Behavior, First Responder Operations, Hazmat Refresher, OSHA General Safety, HR, Emergency Vehicle Operator, EVO for Supervisors, Employment Practices.

In response to Appendix C Minimum Requirements and Specifications:

- **System Functionality Requirements:** TargetSolutions' platform meets all bullet point items included in this section.
- **System Reporting & Tracking Requirements:** TargetSolutions' platform meets all bullet point items included in this section.
- **System Technical Requirements:** TSC's applications/systems/etc. are completely compatible with the most current version of Windows. We utilize an SQL database.
- **Successful Proposer Requirements:** TargetSolutions will provide all services requested in this section by the City of Miami Beach.

TargetSolutions can provide CE's for EMT's, Instructors and Inspectors – TSC is nationally accredited and approved in the state of Florida for EMS Continuing Education. Additionally, it is important to note TSC has received approvals from the State Fire College in Ocala for continuing education hours for Inspectors and Instructors. We do automated reporting for both EMS and Fire.

Fire Advisory Board – TSC has established an advisory board to help oversee content and to review new content and new applications for the fire industry. The Chairman of the advisory board, Chief Alan Brunacini has developed training exclusively for TSC on Boss Behavior, Leadership, and customer service.

EMS Advisory Board – TSC has established an advisory board to help oversee content and to review new content and new applications for the EMS industry. We maintain a staff of NREMTs, as well as an industry recognized EMS Advisory Board, and a Chief Medical Officer that all content is vetted through. We also maintain CECBEMS Organizational Accreditation.

Diverse Courseware – In addition to FF/EMT training, TSC also offers training courses for administration and dispatch. These topics include office safety, office ergonomics, workplace violence stress, risk assessment and much more. TSC also offers an 18-course Emergency Vehicle Operator driver program. TSC's goal is to offer a one-stop shop for the fire industry with diverse courseware.

Hazmat First Responder Operations Refresher (FRO) – TSC offers the Hazmat FRO in an 8-hour, 4 module program. We know of no other online vendor that offers this training with LMS, EMS, HR, and OSHA training courses specific to the fire industry.



Custom Courses – Miami Beach Fire Rescue will have the ability to create department-specific online courses with tests. With any custom course, or existing TSC course, Miami Beach Fire Rescue will have the ability to add policies, protocols and procedures, or other documents directly into the course content.

Custom Tests – TSC's Custom Tests is our highly sophisticated, customized application for testing. Miami Beach Fire Rescue will be able to build limitless banks of test questions, create tests, assign them, customize how they are delivered (randomized, # of questions, passing grade, etc) and track their completion. Grading is automated.

Shared Network for Training – TSC provides a network online for training among all of its 2,500 fire department clients. Departments are able to share information, policies, procedures, protocols, documents, training presentations, websites and other information, if they choose.

TargetSolutions' on-line training program can provide the requested functionality and requirements with minor clarifications:

- A. TargetSolutions' platform provides the ability to assign and track training for:
 - 1. Individual or Company Training
 - a. Can be based on training needs, requirements, and/or compliance.
 - b. Can also customize start and due dates for all curriculums with e-mail reminders sent when the curriculum is both available and overdue.
 - 2. Trainings can be from more than 400 hours of TS specific content or an unlimited number of your own trainings or documentation (i.e. policies, user developed trainings, or outside agency trainings)
 - a. The platform also allows for the scanning in and reporting of licenses and certificates
 - b. Ability to retrieve and analyze online class evaluations
 - 3. Ability for reports to be run by the following:
 - a. Individual (only on themselves)
 - b. Supervisor (for anyone that reports to them)
 - c. Administrators (on the department as a whole)
 - 4. Ability to sort and recall specific training needs and requirements such as:
 - a. ISO Training (2013 Standard)
 - b. Customized Task Books
 - c. Bunker Gear, SCBA's, and Rig Inspections (automatically tracks the inspection and applies the training to the proper 'credential')
 - d. Health and Fitness
 - e. License recertification (i.e. State and NREMT License, HAZMAT, ARFF, etc.)
 - f. Reports can be created at will to query all necessary information including:
 - a. Name
 - b. Date of Birth
 - c. Date of Hire
 - d. DPSST Number
 - e. EMT Cert No. & Expiration
 - f. Date of Promotion
 - g. Rank
 - h. Assigned Subordinates
 - i. Supervisor of Record
 - j. Position
 - k. Shift
 - l. Assignment
 - m. Specialty Team(s)
 - n. Bi-Lingual



- B. TargetSolutions custom reports are available in:
 - 1. A new window online and printable
 - 2. Easily exported into an excel spreadsheet with a single 'mouse-click'
- C. 'Smart Search' capabilities are built into all searching capabilities within the TargetSolutions platform.
- D. Events Manager gives you the ability to schedule and track and Practical or "Hands On" trainings along with any meetings with customizable invitations and reminders for all employees within the TS platform.
 - 1. Additional capabilities allow for integration with MS Outlook and reservation of rooms/facilities
- E. TargetSolutions' Testing includes
 - 1. Class comprehension Testing
 - 2. Ability to generate Custom Tests to specifically meet your specific needs
 - 3. Generates custom Certificates of Completion
 - 4. Reporting and analysis of online testing results
- F. Community Resources
 - 1. Your agency will have access to TSC's exclusive Community Resources which is a sharing community for documents (i.e. videos, power points, pdf, word documents, and more) from more than 2,300 agencies including 1,500 fire departments.
- G. TargetSolutions' Information Sharing Abilities
 - 1. Import / Export of data to multiple systems
 - 2. TargetSolutions has the ability to communicate with email systems including group wise
 - 3. TSC's platform is compatible with Windows 7 and Office 2010

Scope of Work for TargetSolutions

Summary of Features:

- Dedicated Account Manager to provide ongoing support and implementation assistance
- Ongoing Support 24/7
- Full Web enabled [Help Guide](#) including Video Tutorials
- Various on-line courses covering, but not limited to, EMS Basic and Advanced Level Training, NFPA 1500/1001/1021/1584/1403, RT-130 Annual Wildland Fire Safety Refresher, S-190 Introduction to Wildland Fire Behavior, First Responder Operations, Hazmat Refresher, OSHA General Safety, HR, Emergency Vehicle Operator, EVO for Supervisors, Employment Practices, Ethics.
- On-line [Course Catalog](#) with regular additions and updates
- Meets OSHA Requirements to deliver annual, awareness level safety training over the internet.
- Emergency Vehicle and Fire Apparatus Driving Safety Program
- First Responder to Terrorist Incident Training
- Ability to pause a lesson and easily restart at point of departure
- Interactive Training Courses with randomized testing and certificate of completion
- Easy Customization and Integration of Departmental Policies and Procedures into TSC course material
- Ability to have class evaluations conducted on-line and the ability for administrators to retrieve and analyze this data
- Ability to host and track any up-loadable training material.

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- Integration of numerous learning formats into courses including Power Points, streaming video, lesson plans, etc.
- Custom Course Creation (via Articulate™ integration) with customized certificates of completion, to include CE provider information
- Creation and delivery of customized tests
- Compliance Activity and Task Tracking via Custom Activities Manager application
- Recertification Tracker via Credentials Manager Application
- Ability to create and track ongoing certifications, qualifications, and licenses with notifications delivered on specific dates via Credentials Manager Application
- Ability to store departmental specific documents, files, videos, resources via Resource Center application
- Ability to share departmental specific resources with current TargetSolutions Fire Department clients via Community Resources application
- Ability to import and use departmental resources posted by other TargetSolutions Fire Department clients
- Ability to schedule and manage rosters for trainings, meetings, and other events via Event Manager application
- Ability to host, deliver, and record a live event through the PreventionLink Platform via Web Events application
- Ability to facilitate ongoing departmental discussions via Forums application
- On-line registration, confirmation, planning, testing, maintenance and retrieval of training records
- Password Recovery is handled easily via email reset capability
- High level system usage report available upon initial administrator login via Dashboard application, allows Administrators to quickly analyze their organizations' progress.
- Ability for individuals to print reports of their training activities, including ongoing certifications
- Ability for administrators to access and print reports of the training activities of individuals, groups and the entire fire department
- Ability to group employees by training need, define specific requirements and track compliance by group
- Ability of administrators to define training requirements for individuals or groups and to notify students of training requirements via email.
- Ability for assigned supervisors to document completed training performed as a group
- Ability to track individual student's on-line training activity
- Ability to export data in standard formats
- Tiered Management System
- The Shift Calendar application provides a valuable tool which coordinates and displays staff schedules, with the ability to interface with Google Calendars
- LMS Integration with Single Sign-on Capabilities via API
- American Heart Association recertification training content available for ACLS, PALS and BLS
- Track ISO compliant hours for both TSC courses and department hands on /classroom training
- API solutions to allow clients to develop integration with any capable third party vendor. Includes transmitting completion and assignment data, updating user information, adding and removing active users and updating credential information (licenses, qualifications, etc.). Integration with email providers is not necessary to benefit from the email notification capabilities offered through the TargetSolutions platform.
- Whitelisting instructions attached in the "System Specifications" document
<http://www.targetsolutions.com/clients/client-resources/>

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- In Florida, we will automatically report approved EMS and Fire CEUs to the State via FCDICE and CE Broker on your department's behalf.
- Ability to create and manage Daily Observation Reports and Task Books through the Activities Builder. Personnel can access, complete and submit the Daily Observation Report and Task Book exercises through the platform.
- Ability to upload SCORM compatible files.
- TargetSolutions maintains CECBEMS Organizational Accreditation
- TargetSolutions utilizes an EMS Advisory Board and Chief Medical Officer as industry references to our EMS course suite.

- **INSTALLATION AND CONFIGURATION** TargetSolutions' online platform is accessible via any internet enabled computer and requires minimum configuration/installation effort. The client is responsible for meeting the included System Requirements Addendum. TargetSolutions will provide a dedicated Account Manager during the implementation and general use of the online learning management platform. The Account Manager will assist in the Data Upload, Training and Final Rollout/Testing processes.
- **INTEGRATION** TargetSolutions, in collaboration with Fire District IT staff, will provide technical assistance to enable the integration of the TargetSolutions' online platform with the software/systems mentioned in the System Requirements: <http://www.targetsolutions.com/clients/client-resources/>
- **APPLICATION ACCESS SECURITY** TargetSolutions is single sign on capable through Open Authentication, or OAuth. The OAuth protocol used is complemented by OpenID. This technology was purposely chosen over Active Directory because the use of Lightweight Directory Access Protocols with cloud-based companies presents an inherent security risk to client systems. Also, OAuth protocol complemented by OpenID is the leading standard and used by major websites such as Google, PayPal, VeriSign and more.
- **TRAINING** TargetSolutions' Account Manager will schedule and complete training sessions, starting with the site Administrators. Officer training will follow.
- **MAINTENANCE AND SUPPORT** TargetSolutions offers online and telephone support 24 hours a day, 7 days a week. Our telephone support can offer assistance on most basic platform questions and problems. Online tutorials and help documents cover other, frequently asked questions and training/configuration related topics.

Optional services and features available for additional fee:

- Hosting, delivering, and recording live events via WebEvents
- LMS Integration with Single Sign-on Capabilities via API
- American Heart Association Curriculum through a integration and partnership with Healthstream
 - Health Care Provider (CPR)
 - Basic Life Support (BLS)
 - Advanced Cardiac Life Support (ACLS)
 - Pediatric Advanced Life Support (PALS)
 - Pre-Hospital Trauma Life Support (PHTLS)

Course Catalog

TargetSolutions' online course catalog delivers more than 250 hours of Fire & EMS recertification courses for emergency responders that have met stringent accreditation standards. Courses are based on the NFPA codes and standards, including NFPA 1001, 1021 and the 1500 Series. Courses allow first responders, EMT-Basics, EMT-Intermediates and EMT-Paramedics to complete their continuing education in an engaging format.

FIRE

NFPA 1001 SERIES | FIREFIGHTER I & II

TargetSolutions has a complete library of Firefighter I & II awareness and refresher level courses based on NFPA codes and standards.

- Building Construction
- Fire Behavior
- Fire Control
- Fire Department Communications
- Fire Detection, Alarm & Suppression Systems
- Fire Hose
- Fire Prevention and Public Education
- Fire Streams
- Firefighter Orientation and Safety
- Firefighter Personal Protective Equipment
- Firefighting Foams
- Forcible Entry into a Structure
- Ground Ladders
- Loss Control
- Portable Extinguishers
- Protection of Evidence of Fire Origin & Cause
- Rescue and Extrication
- Self-Contained Breathing Apparatus
- Vehicle Extrication
- Ventilation
- Water Supply

NFPA 1021 SERIES | COMPANY OFFICER

TargetSolutions has developed a complete line of company officer awareness and refresher level courses based on NFPA codes and standards.

- Action Plan Implementation
- Assuming the Role of Company Officer
- Budgeting
- Community Awareness
- Company-Level Training
- Elements of Supervision and Management
- Fire and Life Safety Inspections
- Fire Department Communications
- Fire Department Structure
- Fire Investigation
- Firefighter Safety and Health
- Government Structure
- Incident Response Safety
- Incident Scene Communications
- Incident Scene Management
- Information Management
- Labor Relations
- Leadership as a Group Influence
- Legal Responsibilities and Liabilities
- Pre-Incident Planning
- Professional Ethics
- Public Education Programs

NFPA 1500 SERIES

This series of courses is designed specifically for the fire industry and meets the NFPA 1500 code requirements. These courses were developed in conjunction with the NFPA, and specific content experts at the NFPA participated in their creation.

- Advanced HAZWOPER Awareness (Modules 1-4)
- Bloodborne Pathogens Safety
- Combustible & Flammable Liquids
- Compressed Gas Safety
- Confined Space Entry
- CPR Academic
- Driving Safety
- HAZMAT Spill Prevention & Control
- HAZMAT Transportation
- Laboratory Safety
- Materials Handling, Storage, Use & Disposal
- Personal Protective Equipment
- Respiratory Protection
- Right to Know (Hazard Communication)
- Welding Safety

GENERAL

- Customer Service for Fire Department Personnel
- Emergency Response to Terrorism (Modules 1–4)
- Fire & EMS Grant Writing
- Fire Industry Driver Intersection Safety
- Fire Industry Driver Operator
- Fire Industry Introduction to Wildland Fire Behavior
- First Responder Hybrid Vehicle Incidents
- First Responder Operations Level Refresher (Modules 1–4)
- Firefighter Rehabilitation (Modules 1 and 2)

WILDLAND FIREFIGHTING

- RT-130 Annual Wildland Fire Safety Refresher (Modules 1–4)
- S-190 Introduction to Wildland Fire Behavior (Modules 1–4)

EMERGENCY MEDICAL SERVICES

PREPARATORY

- Clinical Decision-Making
- Common Infectious Pathogens
- Communication and Documentation
- Cultural Diversity for EMS Providers
- Diet & Nutrition
- Health & Wellness
- HIPAA Awareness
- Infectious Disease Control
- Medical, Ethical, and Legal Issues
- Protecting Yourself from Influenza
- Therapeutic Communications
- Workplace Stress

AIRWAY

- Advanced Airways: Intubation and Beyond (2 hours)
- Airway Management Advanced (2 hours)
- Airway Management Basic
- Blind Nasotracheal Intubation
- Capnography
- Mechanics of Breathing
- Orotracheal Intubation
- Respiratory System A&P Review
- Suctioning the Patient Airway
- Supplemental Oxygen
- Tracheostomies Advanced

PATIENT ASSESSMENT

- Assessing the Patient with Major Trauma
- Patient Assessment Advanced
- Patient Assessment Basic
- Rapid Secondary Assessment
- Special Challenges in Patient Assessment

OPERATIONS

- Back Injury Prevention
- Confined-Space Entry
- Crime Scene Awareness
- Driving Safety
- Emergency Response to Terrorism (Modules 1–4)
- Fire & EMS Grant Writing
- First Responder Operations Level Refresher (Modules 1–4)
- Introduction to Hazardous Materials
- Managing Multiple Casualty Incidents
- Medical Extrication & Rescue
- Right to Know (Hazard Communication)

MEDICAL

- Acute Respiratory Distress Syndrome Advanced
- Allergies and Anaphylaxis Advanced
- Allergies and Anaphylaxis Basic
- Altered Mental Status Advanced
- Altitude Emergencies
- Aquatic Emergencies
- Asthma Advanced
- Behavioral Emergencies Advanced
- Behavioral Emergencies Basic
- Carbon Monoxide Poisoning
- Cardiac Emergencies Advanced
- Cardiac Emergencies Basic
- Cardiovascular Anatomy & Physiology Review
- Complete Resuscitation: Integrating Post-Care Advanced
- Date Rape Drugs
- Diabetic Ketoacidosis Advanced
- Endocrine System Emergencies Advanced
- Epilepsy
- Fundamentals of 12 Lead ECG Operation and Interpretation
- H1N1 (Swine Flu)
- Heat Illness and Emergencies
- Hematology
- HIV/AIDS Awareness
- Intraosseous Infusion Advanced
- Intro to Arrhythmias: Escape Rhythms and Premature Complexes
- Intro to Arrhythmias: Tachy-arrhythmias and Fibrillation

TARGETSOLUTIONS

- Managing Cardiac Arrest: During and After Resuscitation
- Medication Errors
- Methamphetamine
- MRSA Infections
- Non-Traumatic Abdominal Injuries
- Non-Traumatic Chest Pain
- Obstetrical Emergencies Advanced (2 hours)
- Operating an AED

SPECIAL CONSIDERATIONS

- Bariatric Patients
- Geriatric Behavioral Emergencies
- Geriatric Emergencies Advanced
- Geriatric Emergencies Basic
- Geriatric Hip Injuries
- Managing Chronic Care Patients
- Neonatology Advanced
- Obstetrical Emergencies Advanced (2 hour)
- Obstetrical Emergencies Basic
- Patient Abuse and Assault

- Pharmacology Advanced
- Pharmacology Basic
- Poisoning and Overdose
- Prehospital Pulmonary Embolism Care
- Renal Failure Advanced
- Respiratory Emergencies Advanced
- Respiratory Emergencies Basic
- Toxicology and Substance Abuse Advanced
- Understanding the Basics of ECGs

- Patients with Special Challenges
- Pediatric Airway Management Advanced
- Pediatric Assessment
- Pediatric Burns Advanced
- Pediatric Cardiac Arrest Advanced
- Pediatric Emergencies Advanced
- Pediatric Emergencies Basic
- Pediatric Shock Advanced (2 hours)
- Pediatric Trauma Advanced
- Sudden Infant Death Syndrome (SIDS)

OSHA & COMPLIANCE

TargetSolutions' online courses can be used to help comply with OSHA and other federal and state regulatory agency training mandates. Complete all of your required compliance training courses online, eliminating the logistic issues inherent in traditional training methods. OSHA & Compliance courses cover the following categories: General Safety, Environmental Awareness, Human Resources and supervisor-related course topics.

OCCUPATIONAL HEALTH & SAFETY

- Advanced Construction Safety (Modules 1-4)
- Aerosol Transmissible Diseases
- Alcohol-Free Workplace
- Asbestos Awareness
- Back Injury Prevention
- Building Evacuation and Emergencies
- Diet & Nutrition
- Disaster Preparedness
- Drug-Free Workplace
- Electrical Safety
- Eye Safety
- Fall Protection
- Fire Extinguisher Safety
- Fire Prevention Safety
- First Responder Operations Level Refresher (Modules 1-4)
- Forklift Safety
- General Construction Safety
- General First Aid Part 1
- General First Aid Part 2
- General Office Ergonomics

- Hand & Power Tool Safety
- Health & Wellness
- Hearing Conservation
- HIV/AIDS Awareness
- Incident Investigation
- Indoor Air Quality
- Industrial Ergonomics
- Ladder & Scaffolding Safety
- Laser Safety
- Lead Awareness
- Lock-Out / Tag-Out
- Machine Guarding
- Office Safety
- Radiation Safety
- Risk Assessment Analysis
- Slips, Trips, & Falls Prevention
- Trenching & Shoring
- Working in Extreme Temperatures
- Workplace Stress
- Workplace Violence

COMPLIANCE

- OSHA Log 300
- General HIPAA Awareness

- Sexual Harassment Awareness
- Workplace Diversity

TARGETSOLUTIONS

HUMAN RESOURCES

TargetSolutions' Human Resources courses are designed to supplement the course catalog by providing training that is relevant and essential to all employees. Courses covering Employment Practices for Supervisors cover issues encountered in the workplace for individuals tasked with making employment decisions, including issues of harassment, hiring and termination, discrimination, evaluation and documentation.

HUMAN RESOURCES

- Alcohol-Free Workplace
- Computer Security Awareness
- Customer Service
- Drug-Free Workplace
- Ethics in the Workplace
- General HIPAA Awareness
- General Office Ergonomics
- Health & Wellness
- Office Safety
- Red Flag Rules (Identity Theft Protection)
- Sexual Harassment Awareness
- Workplace Diversity
- Workplace Stress
- Workplace Violence

EMPLOYMENT PRACTICES FOR SUPERVISORS

- Anger, Violence, and Conflict in the Workplace
- Dealing with Issues of Alcohol and Substance Abuse
- Discipline and Termination
- Employment Practices Overview
- Interviewing and Hiring
- Performance Management
- Preventing Discrimination in the Workplace
- Reasonable Suspicion of Alcohol for Supervisors
- Reasonable Suspicion of Drugs for Supervisors
- Understanding Employee Leave
- Motor Vehicle Incident Investigation for Supervisors
- Motor Vehicle Personnel Selection for Supervisors
- Motor Vehicle Safety Overview for Supervisors
- Sexual Harassment for Supervisors

EMERGENCY VEHICLE OPERATOR TRAINING

TargetSolutions' Emergency Vehicle Operator courses offer departments a convenient, easy-to-use, and time-saving solution to reduce motor vehicle losses, one of the costliest but least addressed losses in the workplace.

DRIVER CURRICULUM

- Accidents & Emergencies for Emergency Vehicle Operators
- Adjusting to Changing Conditions for Emergency Vehicle Operators
- Dangers of Speeding for Emergency Vehicle Operators
- Defensive Driving Strategies for Emergency Vehicle Operators
- Distracted Driving for Emergency Vehicle Operators
- Driver Safety Orientation for Emergency Vehicle Operators
- Emergency Vehicle Characteristics
- Emergency Vehicle Operations
- Impaired Driving for Emergency Vehicle Operators
- Intersection Safety for Emergency Vehicle Operators
- Legal Considerations for Emergency Vehicle Operators
- Safe Backing for Emergency Vehicle Operators
- Seat Belt & Airbag Safety for Emergency Vehicle Operators
- Securing Materials for Transportation for Emergency Vehicle Operator

TargetSolutions Approvals through Florida State Fire College 2014

| Course Title | Approved Hours Per Level | | | | Approval # |
|---|--------------------------|--------------|---------------|----------------|------------|
| | Firesafety Inspector | Instructor I | Instructor II | Instructor III | |
| | I | I | II | III | |
| Brunacini's Functional Boss Behaviors (Mod 1) | 1 | 1 | 1 | 1 | RN9355 |
| Brunacini's Functional Boss Behaviors (Mod 2) | 1 | 1 | 1 | 1 | RN9356 |
| Brunacini's Functional Boss Behaviors (Mod 3) | 1 | 1 | 1 | 1 | RN9357 |
| Brunacini's Functional Boss Behaviors (Mod 4) | 1 | 1 | 1 | 1 | RN9358 |
| Emergency Response to Terrorism (Mod 1) | 1 | 1 | 1 | 1 | RN9359 |
| Emergency Response to Terrorism (Mod 2) | 1 | 1 | 1 | 1 | RN9360 |
| Emergency Response to Terrorism (Mod 3) | 1 | 1 | 1 | 1 | RN9361 |
| Emergency Response to Terrorism (Mod 4) | 1 | 1 | 1 | 1 | RN9362 |
| First Responder Hybrid Vehicle Incidents | 1 | 1 | 1 | 1 | RN8732 |
| First Responder Operations Level (Mod 1) | 2 | 2 | 2 | 2 | RN9363 |
| First Responder Operations Level (Mod 2) | 2 | 2 | 2 | 2 | RN9364 |
| First Responder Operations Level (Mod 3) | 2 | 2 | 2 | 2 | RN9365 |
| First Responder Operations Level (Mod 4) | 2 | 2 | 2 | 2 | RN9366 |
| NFPA 1001 Building Construction | 1 | 1 | 1 | 1 | RN8733 |
| NFPA 1001 Fire Behavior | 1 | 1 | 1 | 1 | RN8765 |
| NFPA 1001 Fire Control | 1 | 1 | 1 | 1 | RN8766 |
| NFPA 1001 Fire Department Communications | 1 | 1 | 1 | 1 | RN8767 |
| NFPA 1001 Fire Detection, Alarm & Suppression Systems | 1 | 1 | 1 | 1 | RN8768 |
| NFPA 1001 Fire Hose | 1 | 1 | 1 | 1 | RN8769 |
| NFPA 1001 Fire Prevention and Public Education | 1 | 1 | 1 | 1 | RN8770 |
| NFPA 1001 Fire Streams | 1 | 1 | 1 | 1 | RN8771 |
| NFPA 1001 Firefighter Orientation and Safety | 1 | 1 | 1 | 1 | RN8772 |
| NFPA 1001 Firefighter Personal Protective Equipment | 1 | 1 | 1 | 1 | RN8773 |
| NFPA 1001 Firefighting Foams | 1 | 1 | 1 | 1 | RN8734 |
| NFPA 1001 Forcible Entry into a Structure | 1 | 1 | 1 | 1 | RN8774 |
| NFPA 1001 Ground Ladders | 1 | 1 | 1 | 1 | RN8775 |
| NFPA 1001 Loss Control | 1 | 1 | 1 | 1 | RN8776 |
| NFPA 1001 Portable Extinguishers | 1 | 1 | 1 | 1 | RN8819 |
| NFPA 1001 Protection of Evidence of Fire Origin & Cause | 1 | 1 | 1 | 1 | RN8777 |
| NFPA 1001 Rescue and Extrication | 1 | 1 | 1 | 1 | RN8778 |
| NFPA 1001 Self Contained Breathing Apparatus | 1 | 1 | 1 | 1 | RN8779 |
| NFPA 1001 Vehicle Extrication | 1 | 1 | 1 | 1 | RN8780 |
| NFPA 1001 Ventilation | 1 | 1 | 1 | 1 | RN8781 |



TargetSolutions Approvals through Florida State Fire College 2014

Continued....

| | | | | | |
|--|---|---|---|---|--------|
| NFPA 1001 Water Supply | 1 | 1 | 1 | 1 | RN8782 |
| NFPA 1021 Action Plan Implementation | 1 | 1 | 1 | 1 | RN8735 |
| NFPA 1021 Assuming the Role of the Company Officer | 1 | 1 | 1 | 1 | RN8736 |
| NFPA 1021 Budgeting | 1 | 1 | 1 | 1 | RN8737 |
| NFPA 1021 Community Awareness | 1 | 1 | 1 | 1 | RN8738 |
| NFPA 1021 Company-Level Training | 1 | 1 | 1 | 1 | RN8739 |
| NFPA 1021 Elements of Supervision and Management | 1 | 1 | 1 | 1 | RN8740 |
| NFPA 1021 Fire and Life Safety Inspections | 1 | 1 | 1 | 1 | RN8742 |
| NFPA 1021 Fire Department Communications | 1 | 1 | 1 | 1 | RN8743 |
| NFPA 1021 Fire Department Structure | 1 | 1 | 1 | 1 | RN8744 |
| NFPA 1021 Fire Investigation | 1 | 1 | 1 | 1 | RN8745 |
| NFPA 1021 Firefighter Safety and Health | 1 | 1 | 1 | 1 | RN8746 |
| NFPA 1021 Government Structure | 1 | 1 | 1 | 1 | RN8748 |
| NFPA 1021 Incident Response Safety | 1 | 1 | 1 | 1 | RN8749 |
| NFPA 1021 Incident Scene Communications | 1 | 1 | 1 | 1 | RN8750 |
| NFPA 1021 Incident Scene Management | 1 | 1 | 1 | 1 | RN8751 |
| NFPA 1021 Information Management | 1 | 1 | 1 | 1 | RN8752 |
| NFPA 1021 Labor Relations | 1 | 1 | 1 | 1 | RN8753 |
| NFPA 1021 Leadership as a Group Influence | 1 | 1 | 1 | 1 | RN8754 |
| NFPA 1021 Legal Responsibilities and Liabilities | 1 | 1 | 1 | 1 | RN8755 |
| NFPA 1021 Pre-Incident Planning | 1 | 1 | 1 | 1 | RN8756 |
| NFPA 1021 Professional Ethics | 1 | 1 | 1 | 1 | RN8757 |
| NFPA 1021 Public Education Programs | 1 | 1 | 1 | 1 | RN8758 |
| NFPA 1403 Live Fire Training Evolutions | | 1 | 1 | 1 | RN9906 |
| NFPA 1584 Firefighter Rehabilitation (MOD #1) | | 2 | 2 | 2 | RN9907 |
| NFPA 1584 Firefighter Rehabilitation (MOD #2) | | 2 | 2 | 2 | RN9908 |
| NFPA 1500 Advanced HAZWOPER Awareness (Mod #1) | 2 | 2 | 2 | 2 | RN9351 |
| NFPA 1500 Advanced HAZWOPER Awareness (Mod #2) | 2 | 2 | 2 | 2 | RN9352 |
| NFPA 1500 Advanced HAZWOPER Awareness (Mod #3) | 2 | 2 | 2 | 2 | RN9353 |
| NFPA 1500 Advanced HAZWOPER Awareness (Mod #4) | 2 | 2 | 2 | 2 | RN9354 |
| NFPA 1500 Combustible & Flammable Liquids | 1 | 1 | 1 | 1 | RN8761 |
| NFPA 1500 Compressed Gas Safety | 1 | 1 | 1 | 1 | RN8762 |
| NFPA 1500 Materials Handling, Storage, Use & Disposal | 1 | 1 | 1 | 1 | RN8763 |
| RT-130: Annual Wildland Fire Safety Refresher (MOD #1) | | 2 | 2 | 2 | RN9902 |
| RT-130: Annual Wildland Fire Safety Refresher (MOD #2) | | 2 | 2 | 2 | RN9903 |
| RT-130: Annual Wildland Fire Safety Refresher (MOD #3) | | 2 | 2 | 2 | RN9904 |

**REQUET FOR
PROPOSAL (RFP)
2014-143-LR
WEB BASED
TRAINING SYSTEM
AND ADDENDA**



MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov
DEPARTMENT OF PROCUREMENT MANAGEMENT
Tel: 305-673-7490 Fax: 786-394-4002

ADDENDUM NO. 1
REQUEST FOR PROPOSALS NO. 2014-143-LR
FOR WEB BASED TRAINING SYSTEM (the RFP)
May 20, 2014

This Addendum to the above-referenced RFP is issued in response to questions from prospective proposers, or other clarifications and revisions issued by the City. The RFP is amended in the following particulars only.

1. REVISIONS:

A. Deadline for the receipt of proposals is hereby changed to May 23, 2014 at 3:00 pm.

2. RESPONSE TO QUESTIONS RECEIVED:

Q1. The RFP mentions an Evaluation Committee, who are the people involved in these evaluations, with their names and titles?

A1. The Evaluation Committee members have not been appointed.

Q2. Has the budget for this project been approved?

A2. Yes. the budget for this project has been allocated and approved.

Any questions regarding this Addendum should be submitted **in writing** to the Procurement Management Department to the attention of the individual named below, with a copy to the City Clerk's Office at RafaelGranado@miamibeachfl.gov

| | | |
|-------------------------------|--------------------------------------|--|
| Contact: Lourdes Rodriguez | Telephone: 305-673-7000 ext. 6652 | Email: LourdesRodriguez@miamibeachfl.gov |
|-------------------------------|--------------------------------------|--|

Proposers are reminded to acknowledge receipt of this addendum as part of your RFP submission. Potential proposers that have elected not to submit a response to the RFP are requested to complete and return the "Notice to Prospective Bidders" questionnaire with the reason(s) for not submitting a proposal.

Sincerely,

Alex Denis
Procurement Director

REQUEST FOR PROPOSALS (RFP)

WEB-BASED TRAINING SYSTEM

RFP 2014-143-LR

RFP ISSUANCE DATE: APRIL 24, 2014

PROPOSAL OPENING: MAY 20, 2014 @ 3:00 PM

ISSUED BY: LOURDES RODRIGUEZ



MIAMIBEACH

LOURDES RODRIGUEZ, CPPB, PROCUREMENT COORDINATOR

DEPARTMENT OF PROCUREMENT MANAGEMENT

1700 Convention Center Drive, Miami Beach, FL 33139

305.673.7000 x 6652 | Fax: 786.394.4075 | www.miamibeachfl.gov

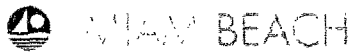


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APPENDICES:

| | |
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| APPENDIX A | PROPOSAL CERTIFICATON, QUESTIONNAIRE AND AFFIDAVITS |
| APPENDIX B | "NO PROPOSAL" FORM |
| APPENDIX C | MINIMUM REQUIREMENTS & SPECIFICATIONS |
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| APPENDIX F | INSURANCE REQUIREMENTS |

SECTION 0200 INSTRUCTIONS TO RESPONDENTS & GENERAL CONDITIONS

1. GENERAL. This Request for Proposals (RFP) is issued by the City of Miami Beach, Florida (the "City"), as the means for prospective proposers to submit their qualifications, proposed scopes of work and cost proposals (the "proposal") to the City for the City's consideration as an option in achieving the required scope of services and requirements as noted herein. All documents released in connection with this solicitation, including all appendixes and addenda, whether included herein or released under separate cover, comprise the solicitation, and are complementary to one another and together establish the complete terms, conditions and obligations of the proposers and, subsequently, the successful proposer(s) (the "contractor[s]") if this RFP results in an award.

The City utilizes **PublicPurchase** (www.publicpurchase.com) for automatic notification of competitive solicitation opportunities and document fulfillment, including the issuance of any addendum to this RFP. Any prospective proposer who has received this RFP by any means other than through **PublicPurchase** must register immediately with **PublicPurchase** to assure it receives any addendum issued to this RFP. **Failure to receive an addendum may result in disqualification of proposal submitted.**

2. PURPOSE.

The purpose of this Request of Proposals (RFP) is to select a proposer to provide the City of Miami Beach's Fire Department with a web-based training system, as specified herein.

3. SOLICITATION TIMETABLE. The tentative schedule for this solicitation is as follows:

| | |
|--|-------------------------------|
| Solicitation Issued | April 24, 2014 |
| Pre-Submittal Meeting | May 6, 2014 at 9 a.m. |
| Deadline for Receipt of Questions | May 13, 2014 |
| Responses Due | May 20, 2014 |
| Evaluation Committee Review | June 2014 |
| Respondent Presentations | June 2014 |
| Tentative Commission Approval Authorizing Negotiations | July 23, 2014 |
| Contract Negotiations | Following Commission Approval |

4. PROCUREMENT CONTACT. Any questions or clarifications concerning this solicitation shall be submitted to the Procurement Contact named herein, in writing, with a copy to the City Clerk's Office, Rafael E. Granado via e-mail: RafaelGranado@miamibeachfl.gov ; or facsimile: 786-394-4188. The Bid title/number shall be referenced on all correspondence. All questions or requests for clarification must be received no later than seven (7) calendar days prior to the date proposals are due as scheduled in Section 0200-3. All responses to questions/clarifications will be sent to all prospective proposers in the form of an addendum.

Procurement Contact:
Lourdes Rodriguez

Telephone:
305-673-7000 x 6652

Email:
lrodriguez@miamibeachfl.gov



5. PRE-PROPOSAL MEETING OR SITE VISIT(S). Only if deemed necessary by the City, a pre-proposal meeting or site visit(s) may be scheduled.

A Pre-Proposal conference will be held as scheduled in Solicitation Timeline above at the following address:

City of Miami Beach
City Hall - 4th Floor
City Manager's Large Conference Room
1700 Convention Center Drive
Miami Beach, Florida 33139

Attendance (in person or via telephone) is encouraged and recommended as a source of information, but is not mandatory. Proposers interested in participating in the Pre-Proposal Submission Meeting via telephone must follow these steps:

- (1) Dial the TELEPHONE NUMBER: 1- 888-270-9936 (Toll-free North America)
- (2) Enter the MEETING NUMBER: 1142644

Proposers who are interested in participating via telephone should send an e-mail to the contact person listed in this RFP expressing their intent to participate via telephone.

6. PRE-PROPOSAL INTERPRETATIONS. Oral information or responses to questions received by prospective proposers are not binding on the City and will be without legal effect, including any information received at pre-submittal meeting or site visit(s). Only questions answered by written addenda will be binding and may supersede terms noted in this solicitation.

7. CONE OF SILENCE. Pursuant to Section 2-486 of the City Code, all procurement solicitations once advertised and until an award recommendation has been forwarded to the City Commission by the City Manager are under the "Cone of Silence." The Cone of Silence ordinance is available at <http://library.municode.com/index.aspx?clientID=13097&stateID=9&statename=Florida>. Any communication or inquiry in reference to this solicitation with any City employee or City official is strictly prohibited with the of exception communications with the Procurement Director, or his/her administrative staff responsible for administering the procurement process for this solicitation providing said communication is limited to matters of process or procedure regarding the solicitation. Communications regarding this solicitation are to be submitted in writing to the Procurement Contact named herein with a copy to the City Clerk at rafaelgranado@miamibeachfl.gov.

8. SPECIAL NOTICES. You are hereby advised that this solicitation is subject to the following ordinances/resolutions, which may be found on the City Of Miami Beach website: <http://web.miamibeachfl.gov/procurement/scroll.aspx?id=23510>

- CONE OF SILENCE..... CITY CODE SECTION 2-486
- PROTEST PROCEDURES..... CITY CODE SECTION 2-371
- DEBARMENT PROCEEDINGS..... CITY CODE SECTIONS 2-397 THROUGH 2-485.3
- LOBBYIST REGISTRATION AND DISCLOSURE OF FEES..... CITY CODE SECTIONS 2-481 THROUGH 2-406
- CAMPAIGN CONTRIBUTIONS BY VENDORS..... CITY CODE SECTION 2-487
- CAMPAIGN CONTRIBUTIONS BY LOBBYISTS ON PROCUREMENT ISSUES..... CITY CODE SECTION 2-488
- REQUIREMENT FOR CITY CONTRACTORS TO PROVIDE EQUAL BENEFITS FOR DOMESTIC PARTNERS..... CITY CODE SECTION 2-373
- LIVING WAGE REQUIREMENT..... CITY CODE SECTIONS 2-407 THROUGH 2-410
- LOCAL PREFERENCE FOR MIAMI BEACH-BASED VENDORS..... CITY CODE SECTION 2-372



- PREFERENCE FOR FLORIDA SMALL BUSINESSES OWNED AND CONTROLLED BY VETERANS AND TO STATE-CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISES..... CITY CODE SECTION 2-374
- FALSE CLAIMS ORDINANCE..... CITY CODE SECTION 70-300
- ACCEPTANCE OF GIFTS, FAVORS & SERVICES..... CITY CODE SECTION 2-449

9. POSTPONEMENT OF DUE DATE FOR RECEIPT OF PROPOSALS. The City reserves the right to postpone the deadline for submittal of proposals and will make a reasonable effort to give at least three (3) calendar days written notice of any such postponement to all prospective proposers.

10. PROTESTS. Protests concerning the specifications, requirements, and/or terms; or protests after the proposal due date in accordance with City Code Section 2-371, which establishes procedures for protested bids and proposed awards. Protests not submitted in a timely manner pursuant to the requirements of City Code Section 2-371 shall be barred.

11. MIAMI BEACH-BASED VENDORS PREFERENCE. Pursuant to City of Miami Beach Ordinance No. 2011-3747, a five (5) point preference will be given to a responsive and responsible Miami Beach-based proposer.

12. VETERAN BUSINESS ENTERPRISES PREFERENCE. Pursuant to City of Miami Beach Ordinance No. 2011-3748, the City shall give a five (5) point preference to a responsive and responsible proposer which is a small business concern owned and controlled by a veteran(s) or which is a service-disabled veteran business enterprise.

13. DETERMINATION OF AWARD. The final ranking results of Step 1 & 2 outlined in Section V, Evaluation of Proposals, will be considered by the City Manager who may recommend to the City Commission the proposer(s) s/he deems to be in the best interest of the City or may recommend rejection of all proposals. The City Manager's recommendation need not be consistent with the scoring results identified herein and takes into consideration Miami Beach City Code Section 2-369, including the following considerations:

- (1) The ability, capacity and skill of the proposer to perform the contract.
- (2) Whether the proposer can perform the contract within the time specified, without delay or interference.
- (3) The character, integrity, reputation, judgment, experience and efficiency of the proposer.
- (4) The quality of performance of previous contracts.
- (5) The previous and existing compliance by the proposer with laws and ordinances relating to the contract.

The City Commission shall consider the City Manager's recommendation and may approve such recommendation. The City Commission may also, at its option, reject the City Manager's recommendation and select another Proposal or Proposals which it deems to be in the best interest of the City, or it may also reject all Proposals. Upon approval of selection by the City Commission, negotiations between the City and the selected Proposer(s) will take place to arrive at a mutually acceptable Agreement.

14. ACCEPTANCE OR REJECTION OF PROPOSALS. The City reserves the right to reject any or all proposals prior to award. Reasonable efforts will be made to either award the Contract or reject all proposals within one-hundred twenty (120) calendar days after proposals opening date. A proposer may not withdraw its proposals unilaterally before the expiration of one hundred and twenty (120) calendar days from the date of proposals opening.

15. PROPOSER'S RESPONSIBILITY. Before submitting a Proposal, each Proposer shall be solely responsible for making any and all investigations, evaluations, and examinations, as it deems necessary, to ascertain all conditions and requirements affecting the full performance of the contract. Ignorance of such conditions and requirements, and/or failure to make such evaluations, investigations, and examinations, will not relieve the Proposer from any obligation to comply with every detail and with all provisions and requirements of the contract, and will not be accepted as a basis for any subsequent claim whatsoever for any monetary consideration on the part of the Proposer.

16. COSTS INCURRED BY PROPOSERS. All expenses involved with the preparation and submission of Proposals, or any work performed in connection therewith, shall be the sole responsibility (and shall be at the sole cost and expense) of the Proposer, and shall not be reimbursed by the City.

17. RELATIONSHIP TO THE CITY. It is the intent of the City, and Proposers hereby acknowledge and agree, that the successful Proposer is considered to be an independent contractor, and that neither the Proposer, nor the Proposer's employees, agents, and/or contractors, shall, under any circumstances, be considered employees or agents of the City.



18. TAXES. The City of Miami Beach is exempt from all Federal Excise and State taxes.

19. MISTAKES. Proposers are expected to examine the terms, conditions, specifications, delivery schedules, proposed pricing, and all instructions pertaining to the goods and services relative to this RFP. Failure to do so will be at the Proposer's risk and may result in the Proposal being non-responsive.

20. PAYMENT. Payment will be made by the City after the goods or services have been received, inspected, and found to comply with contract, specifications, free of damage or defect, and are properly invoiced.

21. PATENTS & ROYALTIES. Proposer shall indemnify and save harmless the City of Miami Beach, Florida, and its officers, employees, contractors, and/or agents, from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Miami Beach, Florida. If the proposer uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

22. MANNER OF PERFORMANCE. Proposer agrees to perform its duties and obligations in a professional manner and in accordance with all applicable Local, State, County, and Federal laws, rules, regulations and codes. Lack of knowledge or ignorance by the proposer with/of applicable laws will in no way be a cause for relief from responsibility. Proposer agrees that the services provided shall be provided by employees that are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish to the City any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. Proposer further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this contract. Failure of proposer to comply with this paragraph shall constitute a material breach of this contract.

Where contractor is required to enter or go on to City of Miami Beach property to deliver materials or perform work or services as a result of any contract resulting from this solicitation, the contractor will assume the full duty, obligation and expense of obtaining all necessary licenses, permits, and insurance, and assure all work complies with all applicable laws. The contractor shall be liable for any damages or loss to the City occasioned by negligence of the proposer, or its officers, employees, contractors, and/or agents, for failure to comply with applicable laws.

23. SPECIAL CONDITIONS. Any and all Special Conditions that may vary from these General Terms and Conditions shall have precedence.

24. ANTI-DISCRIMINATION. The proposer certifies that he/she is in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.



25. DEMONSTRATION OF COMPETENCY.

- A. Pre-award inspection of the proposer's facility may be made prior to the award of contract.
- B. Proposals will only be considered from firms which are regularly engaged in the business of providing the goods and/or services as described in this solicitation.
- C. Proposers must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial capacity, equipment, and organization to ensure that they can satisfactorily perform the services if awarded a contract under the terms and conditions of this solicitation.
- D. The terms "equipment and organization", as used herein shall, be construed to mean a fully equipped and well established company in line with the best business practices in the industry, and as determined by the City of Miami Beach.
- E. The City may consider any evidence available regarding the financial, technical, and other qualifications and abilities of a proposer, including past performance (experience), in making an award that is in the best interest of the City.
- F. The City may require proposer s to show proof that they have been designated as authorized representatives of a manufacturer or supplier, which is the actual source of supply. In these instances, the City may also require material information from the source of supply regarding the quality, packaging, and characteristics of the products to be supply to the City.

26. ASSIGNMENT. The successful proposer shall not assign, transfer, convey, sublet or otherwise dispose of the contract, including any or all of its right, title or interest therein, or his/her or its power to execute such contract, to any person, company or corporation, without the prior written consent of the City.

27. LAWS, PERMITS AND REGULATIONS. The proposer shall obtain and pay for all licenses, permits, and inspection fees required to complete the work and shall comply with all applicable laws.

28. OPTIONAL CONTRACT USAGE. When the successful proposer (s) is in agreement, other units of government or non-profit agencies may participate in purchases pursuant to the award of this contract at the option of the unit of government or non-profit agency.

29. VOLUME OF WORK TO BE RECEIVED BY CONTRACTOR. It is the intent of the City to purchase the goods and services specifically listed in this solicitation from the contractor. However, the City reserves the right to purchase any goods or services awarded from state or other governmental contract, or on an as-needed basis through the City's spot market purchase provisions.

30. DISPUTES. In the event of a conflict between the documents, the order of priority of the documents shall be as follows:

- A. Any contract or agreement resulting from the award of this solicitation; then
- B. Addendum issued for this solicitation, with the latest Addendum taking precedence; then
- C. The solicitation; then
- D. The proposer 's proposal in response to the solicitation.

31. INDEMNIFICATION. The contractor shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the contractor or its employees, agents, servants, partners, principals or subcontractors. The contractor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided. The above indemnification provisions shall survive the expiration or termination of this Agreement.

32. CONTRACT EXTENSION. The City reserves the right to require the Contractor to extend contract past the stated termination date for a period of up to 120 days in the event that a subsequent contract has not yet been awarded. Additional extensions past the 120 days may occur as needed by the City and as mutually agreed upon by the City and the contractor.

33. FLORIDA PUBLIC RECORDS LAW. Proposers are hereby notified that all Bid including, without limitation, any and all information and documentation submitted therewith, are exempt from public records requirements under Section 119.07(1), Florida Statutes, and s. 24(a), Art. 1 of the State Constitution until such time as the City provides notice of an intended decision or until thirty (30) days after opening of the bids, whichever is earlier. Additionally, Contractor agrees to be in full compliance with Florida Statute 119.0701 including, but not limited to, agreement to (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the services; (b) provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

34. MODIFICATION/WITHDRAWALS OF PROPOSALS. A Proposer may submit a modified Proposal to replace all or any portion of a previously submitted Proposal up until the Proposal due date and time. Modifications received after the Proposal due date and time will not be considered. Proposals shall be irrevocable until contract award unless withdrawn in writing prior to the Proposal due date, or after expiration of 120 calendar days from the opening of Proposals without a contract award. Letters of withdrawal received after the Proposal due date and before said expiration date, and letters of withdrawal received after contract award will not be considered.

35. EXCEPTIONS TO RFP. Proposers must clearly indicate any exceptions they wish to take to any of the terms in this RFP, and outline what, if any, alternative is being offered. All exceptions and alternatives shall be included and clearly delineated, in writing, in the Proposal. The City, at its sole and absolute discretion, may accept or reject any or all exceptions and alternatives. In cases in which exceptions and alternatives are rejected, the City shall require the Proposer to comply with the particular term and/or condition of the RFP to which Proposer took exception to (as said term and/or condition was originally set forth on the RFP).



36. ACCEPTANCE OF GIFTS, FAVORS, SERVICES. Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the City, for the purpose of influencing consideration of this Proposal. Pursuant to Sec. 2-449 of the City Code, no officer or employee of the City shall accept any gift, favor or service that might reasonably tend improperly to influence him in the discharge of his official duties.

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SECTION 0300

PROPOSAL SUBMITTAL INSTRUCTIONS AND FORMAT

1. SEALED RESPONSES. One original Proposal (preferably in 3-ring binder) must be submitted in an opaque, sealed envelope or container on or before the due date established for the receipt of bids. Additionally, ten (10) bound copies and one (1) electronic format (CD or USB format) are to be submitted. The following information should be clearly marked on the face of the envelope or container in which the bid is submitted: solicitation number, solicitation title, proposer name, proposer return address. Proposals received electronically, either through email or facsimile, are not acceptable and will be rejected.

Sealed proposals, as detailed herein, will be received until 3:00 PM on, or before the due date established for the receipt of proposals, at the following address:

City of Miami Beach City Hall
Procurement Division – Third Floor
1700 Convention Center Drive
Miami Beach, Florida 33139

ANY PROPOSAL RECEIVED AFTER 3:00 PM ON THE PROPOSAL DUE DATE WILL BE RETURNED TO THE PROPOSER UNOPENED, AND WILL NOT BE CONSIDERED. THE RESPONSIBILITY FOR SUBMITTING PROPOSALS BEFORE THE STATED TIME AND DATE IS SOLELY THE RESPONSIBILITY OF THE PROPOSER. THE CITY WILL NOT BE RESPONSIBLE FOR DELAYS CAUSED BY MAIL, COURIER SERVICE, OR ANY OTHER ENTITY OR OCCURRENCE.

2. LATE BIDS. Bid Proposals are to be received on or before the due date established herein for the receipt of Bids. Any Bid received after the deadline established for receipt of proposals will be considered late and not be accepted or will be returned to proposer unopened. The City does not accept responsibility for any delays, natural or otherwise.

3. PROPOSAL FORMAT. In order to maintain comparability, facilitate the review process and assist the Evaluation Committee in review of proposals, it is strongly recommended that proposals be organized and tabbed in accordance with the sections and manner specified below. Hard copy submittal should be tabbed as enumerated below and contain a table of contents with page references. Electronic copies should also be tabbed and contain a table of contents with page references. Proposals that do not include the required information will be deemed non-responsive and will not be considered.

| | |
|---|---|
| TAB 1 | Cover Letter & Minimum Qualifications Requirements |
| <p>1.1 Cover Letter and Table of Contents. The cover letter must indicate Proposer and Proposer Primary Contact for the purposes of this solicitation.</p> <p>1.2 Proposal Certification, Questionnaire & Requirements Affidavit (Appendix A). Attach Appendix A fully completed and executed.</p> <p>1.3 Minimum Qualifications Requirements. Submit verifiable information documenting compliance with the minimum qualifications requirements established in Appendix C, Minimum Requirements and Specifications.</p> | |

| | |
|---|--|
| TAB 2 | Experience & Qualifications |
| <p>2.1 Qualifications of Proposing Firm. Submit detailed information regarding the firm's history and relevant experience and proven track record of providing the scope of services similar as identified in this solicitation, including experience in providing similar scope of services to public sector agencies. For each project that the proposer submits as evidence of similar experience, the following is required: project description, agency name, agency contact, contact telephone & email, and year(s) and term of engagement.</p> <p>2.2 Qualifications of Proposer Team. Provide an organizational chart of all personnel and consultants to be used for</p> | |



this project if awarded, the role that each team member will play in providing the services detailed herein and each team members' qualifications. A resume of each individual, including education, experience, and any other pertinent information, shall be included for each Proposal team member to be assigned to this contract.

2.3 Financial Capacity. Each proposer shall arrange for Dun & Bradstreet to submit a Supplier Qualification Report (SQR) directly to the Procurement Contact named herein. No proposal will be considered without receipt, by the City, of the SQR directly from Dun & Bradstreet. The cost of the preparation of the SQR shall be the responsibility of the Proposer. The Proposer shall request the SQR report from D&B at:

<https://supplierportal.dnb.com/webapp/wcs/stores/servlet/SupplierPortal?storeId=11696>

Proposers are responsible for the accuracy of the information contained in its SQR. It is highly recommended that each proposer review the information contained in its SQR for accuracy prior to submittal to the City and as early as possible in the solicitation process. For assistance with any portion of the SQR submittal process, contact Dun & Bradstreet at 800-424-2495.

TAB 3 Scope of Services Proposed

Submit detailed information addressing how proposer will achieve each portion of the scope of services and technical requirements outlined in Appendix C, Minimum Requirements and Specifications.

Responses shall be in sufficient detail and include supporting documentation, as applicable, which will allow the Evaluation Committee to complete a full review and score the proposed scope of services.

TAB 4 Approach and Methodology

Submit detailed information on how proposer plans to accomplish the required scope of services, including detailed information, as applicable, which addresses, but need not be limited to: implementation plan, project timeline, phasing options, testing and risk mitigation options for assuring project is implemented on time and within budget.

TAB 5 Cost Proposal

Submit a completed Cost Proposal Form (Appendix E).

Note: After proposal submittal, the City reserves the right to require additional information from proposers (or proposer team members or sub-consultants) to determine: qualifications (including, but not limited to, litigation history, regulatory action, or additional references); and financial capability (including, but not limited to, annual reviewed/audited financial statements with the auditors notes for each of their last two complete fiscal years).

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SECTION 0400

PROPOSAL EVALUATION

1. Evaluation Committee. An Evaluation Committee, appointed by the City Manager, shall meet to evaluate each Proposal in accordance with the requirements set forth in the solicitation. If further information is desired, Proposers may be requested to make additional written submissions of a clarifying nature or oral presentations to the Evaluation Committee. The evaluation of proposals will proceed in a two-step process as noted below. It is important to note that the Evaluation Committee will score the qualitative portions of the proposals only. The Evaluation Committee does not make an award recommendation to the City Manager. The results of Step 1 & Step 2 Evaluations will be forwarded to the City Manager who will utilize the results to make a recommendation to the City Commission.

2. Step 1 Evaluation. The first step will consist of the qualitative criteria listed below to be considered by the Evaluation Committee. The second step will consist of quantitative criteria established below to be added to the Evaluation Committee results by the Department of Procurement Management. An Evaluation Committee, appointed by the City Manager, shall meet to evaluate each Proposal in accordance with the qualifications criteria established below for Step 1, Qualitative Criteria. In doing so, the Evaluation Committee may:

- review and score all proposals received, with or without conducting interview sessions; or
- review all proposals received and short-list one or more proposers to be further considered during subsequent interview session(s) (using the same criteria).

| Step 1 - Qualitative Criteria | Maximum Points |
|--|----------------|
| Proposer Experience and Qualifications, including Financial Capability | 30 |
| Scope of Services Proposed | 25 |
| Approach and Methodology | 25 |
| TOTAL AVAILABLE STEP 1 POINTS | 80 |

3. Step 2 Evaluation. Following the results of Step 1 Evaluation of qualitative criteria, the proposers may receive additional quantitative criteria points to be added by the Department of Procurement Management to those points earned in Step 1, as follows.

| Step 2 - Quantitative Criteria | Maximum Points |
|--------------------------------------|----------------|
| Cost Proposal | 20 |
| Miami Beach-Based Vendor Preference | 5 |
| Veterans Preference | 5 |
| TOTAL AVAILABLE STEP 2 POINTS | 30 |

4. Cost Proposal Evaluation. The cost proposal points shall be developed in accordance with the following formula:

| Sample Objective Formula for Cost | | | | |
|-----------------------------------|----------------------|---|--|----------------------|
| Vendor | Vendor Cost Proposal | Example Maximum Allowable Points (Points noted are for illustrative purposes only. Actual points are noted above.) | Formula for Calculating Points (lowest cost / cost of proposal being evaluated X maximum allowable points = awarded points) Round to | Total Points Awarded |
| Vendor A | \$100.00 | 20 | $\$100 / \$100 \times 20 = 20$ | 20 |
| Vendor B | \$150.00 | 20 | $\$100 / \$150 \times 20 = 13$ | 13 |
| Vendor C | \$200.00 | 20 | $\$100 / \$200 \times 20 = 10$ | 10 |



5. Determination of Final Ranking. At the conclusion of the Evaluation Committee Step 1 scoring, Step 2 Points will be added to each evaluation committee member's scores by the Department of Procurement Management. Step 1 and 2 scores will be converted to rankings in accordance with the example below:

| | | Proposer A | Proposer B | Proposer C |
|----------------------------|---------------|------------|------------|------------|
| Committee Member 1 | Step 1 Points | 82 | 76 | 80 |
| | Step 2 Points | 22 | 15 | 12 |
| | Total | 104 | 91 | 92 |
| | Rank | 1 | 3 | 2 |
| Committee Member 2 | Step 1 Points | 79 | 85 | 72 |
| | Step 2 Points | 22 | 15 | 12 |
| | Total | 101 | 100 | 84 |
| | Rank | 1 | 2 | 3 |
| Committee Member 2 | Step 1 Points | 80 | 74 | 66 |
| | Step 2 Points | 22 | 15 | 12 |
| | Total | 102 | 89 | 78 |
| | Rank | 1 | 2 | 3 |
| Low Aggregate Score | | 3 | 7 | 8 |
| Final Ranking* | | 1 | 2 | 3 |

* Final Ranking is presented to the City Manager for further due diligence and recommendation to the City Commission. Final Ranking does not constitute an award recommendation until such time as the City Manager has made his recommendation to the City Commission, which may be different than final ranking results.

APPENDIX A



MIAMI BEACH

Proposal Certification, Questionnaire & Requirements Affidavit

RFP 2014-143-LR
WEB-BASED TRAINING SYSTEM

DEPARTMENT OF PROCUREMENT MANAGEMENT
1700 Convention Center Drive
Miami Beach, Florida 33139

| | | |
|---|--|---|
| Solicitation No: RFP 2014-143-LR | Solicitation Title: Web-Based Training System | |
| Procurement Contact: Lourdes Rodriguez | Tel: (305) 673-7000 X 6652 | Email: lourdesrodriguez@miamibeachfl.gov |

PROPOSAL CERTIFICATION, QUESTIONNAIRE & REQUIREMENTS AFFIDAVIT

Purpose: The purpose of this Proposal Certification, Questionnaire and Requirements Affidavit Form is to inform prospective Proposers of certain solicitation and contractual requirements, and to collect necessary information from Proposers in order that certain portions of responsiveness, responsibility and other determining factors and compliance with requirements may be evaluated. **This Proposal Certification, Questionnaire and Requirements Affidavit Form is a REQUIRED FORM that must be submitted fully completed and executed.**

1. General Proposer Information.

| | |
|---|----------------------------------|
| FIRM NAME: | |
| No of Years in Business: | No of Years in Business Locally: |
| OTHER NAME(S) PROPOSER HAS OPERATED UNDER IN THE LAST 10 YEARS: | |
| FIRM PRIMARY ADDRESS (HEADQUARTERS): | |
| CITY: | |
| STATE: | ZIP CODE: |
| TELEPHONE NO.: | |
| TOLL FREE NO.: | |
| FAX NO.: | |
| FIRM LOCAL ADDRESS: | |
| CITY: | |
| STATE: | ZIP CODE: |
| PRIMARY ACCOUNT REPRESENTATIVE FOR THIS ENGAGEMENT: | |
| ACCOUNT REP TELEPHONE NO.: | |
| ACCOUNT REP TOLL FREE NO.: | |
| ACCOUNT REP EMAIL: | |
| FEDERAL TAX IDENTIFICATION NO.: | |

The City reserves the right to seek additional information from proposer or other source(s), including but not limited to: any firm or principal information, applicable licensure, resumes of relevant individuals, client information, financial information, or any information the City deems necessary to evaluate the capacity of the proposer to perform in accordance with contract requirements.

1. **Miami Beach Based (Local) Vendor.** Is proposer claiming Miami Beach based firm status?
 YES NO

SUBMITTAL REQUIREMENT: Proposers claiming Miami Beach vendor status shall submit a Business Tax Receipt issued by the City of Miami Beach and the proof of residency requirement, as required pursuant to ordinance 2011-3747, to demonstrate that the Proposer is a Miami Beach Based Vendor.

2. **Veteran Owned Business.** Is proposer claiming a veteran owned business status?
 YES NO

SUBMITTAL REQUIREMENT: Proposers claiming veteran owned business status shall submit a documentation proving that firm is certified as a veteran-owned business or a service-disabled veteran owned business by the State of Florida or United States federal government, as required pursuant to ordinance 2011-3748.

3. **Litigation History.** Proposer shall submit a statement of any litigation or regulatory action that has been filed against your firm(s) in the last five years. If an action has been filed, state and describe the litigation or regulatory action filed, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation or regulatory action has been filed against your firm(s), provide a statement to that effect. If "No" litigation or regulatory action has been filed against your firm(s), please provide a statement to that effect. **Truthful and complete answers to this question may not necessarily disqualify a firm from consideration but will be a factor in the selection process. Untruthful, misleading or false answers to this question shall result in the disqualification of the firm for this project.**

SUBMITTAL REQUIREMENT: Proposer shall submit history of litigation or regulatory action filed against proposer, or any proposer team member firm, in the past 5 years. If Proposer has no litigation history or regulatory action in the past 5 years, submit a statement accordingly.

4. **Conflict Of Interest.** All Proposers must disclose, in their Proposal, the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Further, all Proposers must disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates.

SUBMITTAL REQUIREMENT: Proposers must disclose the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Proposers must also disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates

5. **References & Past Performance.** Proposer shall submit at least three (3) references for whom the proposer has completed work similar in size and nature as the work referenced in solicitation.

SUBMITTAL REQUIREMENT: For each reference submitted, the following information is required: 1) Firm Name, 2) Contact Individual Name & Title, 3) Address, 4) Telephone, 5) Contact's Email and 6) Narrative on Scope of Services Provided.

6. **Suspension, Debarment or Contract Cancellation.** Has proposer ever been debarred, suspended or other legal violation, or had a contract cancelled due to non-performance by any public sector agency?
 YES NO

SUBMITTAL REQUIREMENT: If answer to above is "YES," Proposer shall submit a statement detailing the reasons that led to action(s).

7. **Vendor Campaign Contributions.** Proposers are expected to be or become familiar with, the City's Campaign Finance Reform laws, as codified in Sections 2-487 through 2-490 of the City Code. Proposers shall be solely responsible for ensuring that all applicable provisions of the City's Campaign Finance Reform laws are complied with, and shall be subject to any and all sanctions, as prescribed therein, including disqualification of their Proposals, in the event of such non-compliance.

SUBMITTAL REQUIREMENT: Submit the names of all individuals or entities (including your sub-consultants) with a controlling financial interest as defined in solicitation. For each individual or entity with a controlling financial interest indicate whether or not each individual or entity has contributed to the campaign either directly or indirectly, of a candidate who has been elected to the office of Mayor or City Commissioner for the City of Miami Beach.

8. **Code of Business Ethics.** Pursuant to City Resolution No.2000-23879, each person or entity that seeks to do business with the City shall adopt a Code of Business Ethics ("Code") and submit that Code to the Procurement Division with its bid/response or within five (5) days upon receipt of request. The Code shall, at a minimum, require the Proposer, to comply with all applicable governmental rules and regulations including, among others, the conflict of interest, lobbying and ethics provision of the City of Miami Beach and Miami Dade County.

SUBMITTAL REQUIREMENT: Proposer shall submit firm's Code of Business Ethics. In lieu of submitting Code of Business Ethics, proposer may submit a statement indicating that it will adopt, as required in the ordinance, the City of Miami Beach Code of Ethics, available at www.miamibeachfl.gov/procurement/.

9. **Living Wage.** Pursuant to Section 2-408 of the Miami Beach City Code, as same may be amended from time to time, proposers shall be required to pay all employees who provide services pursuant to this Agreement, the hourly living wage rates listed below:
- Commencing with City fiscal year 2012-13 (October 1, 2012), the hourly living rate will be \$11.28/hr with health benefits, and \$12.92/hr without benefits.

The living wage rate and health care benefits rate may, by Resolution of the City Commission be indexed annually for inflation using the Consumer Price Index for all Urban Consumers (CPI-U) Miami/Ft. Lauderdale, issued by the U.S. Department of Labor's Bureau of Labor Statistics. Notwithstanding the preceding, no annual index shall exceed three percent (3%). The City may also, by resolution, elect not to index the living wage rate in any particular year, if it determines it would not be fiscally sound to implement same (in a particular year).

Proposers' failure to comply with this provision shall be deemed a material breach under this bid, under which the City may, at its sole option, immediately deem said proposer as non-responsive, and may further subject proposer to additional penalties and fines, as provided in the City's Living Wage Ordinance, as amended. Further information on the Living Wage requirement is available at www.miamibeachfl.gov/procurement/.

SUBMITTAL REQUIREMENT: No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees to the living wage requirement.

10. **Equal Benefits for Employees with Spouses and Employees with Domestic Partners.** When awarding competitively solicited contracts valued at over \$100,000 whose contractors maintain 51 or more full time employees on their payrolls during 20 or more calendar work weeks, the Equal Benefits for Domestic Partners Ordinance 2005-3494 requires certain contractors doing business with the City of Miami Beach, who are awarded a contract pursuant to competitive bids, to provide "Equal Benefits" to their employees with domestic partners, as they provide to employees with spouses. The Ordinance applies to all employees of a Contractor who work within the City limits of the City of Miami Beach, Florida; and the Contractor's employees located in the United States, but outside of the City of Miami Beach limits, who are directly performing work on the contract within the City of Miami Beach.

A. Does your company provide or offer access to any benefits to employees with spouses or to spouses of employees?
 YES NO

B. Does your company provide or offer access to any benefits to employees with (same or opposite sex) domestic partners* or to domestic partners of employees?
 YES NO

C. Please check all benefits that apply to your answers above and list in the "other" section any additional benefits not already specified. Note: some benefits are provided to employees because they have a spouse or domestic partner, such as bereavement leave; other benefits are provided directly to the spouse or domestic partner, such as medical insurance.

D.

| BENEFIT | Firm Provides for Employees with Spouses | Firm Provides for Employees with Domestic Partners | Firm does not Provide Benefit |
|----------------------|--|--|-------------------------------|
| Health | | | |
| Sick Leave | | | |
| Family Medical Leave | | | |
| Bereavement Leave | | | |

If Proposer cannot offer a benefit to domestic partners because of reasons outside your control, (e.g., there are no insurance providers in your area willing to offer domestic partner coverage) you may be eligible for Reasonable Measures compliance. To comply on this basis, you must agree to pay a cash equivalent and submit a completed Reasonable Measures Application (attached) with all necessary documentation. Your Reasonable Measures Application will be reviewed for consideration by the City Manager, or his designee. Approval is not guaranteed and the City Manager's decision is final. Further information on the Equal Benefits requirement is available at www.miamibeachfl.gov/procurement/.

10. **Public Entity Crimes.** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

SUBMITTAL REQUIREMENT: No additional submittal is required. By virtue of executing this affidavit document, proposer agrees with the requirements of Section 287.133, Florida Statutes, and certifies it has not been placed on convicted vendor list.

11. **Acknowledgement of Addendum.** After issuance of solicitation, the City may release one or more addendum to the solicitation which may provide additional information to proposers or alter solicitation requirements. The City will strive to reach every Proposer having received solicitation through the City's e-procurement system, PublicPurchase.com. However, Proposers are solely responsible for assuring they have received any and all addendum issued pursuant to solicitation. This Acknowledgement of Addendum section certifies that the Proposer has received all addendum released by the City pursuant to this solicitation. Failure to obtain and acknowledge receipt of all addendum may result in proposal disqualification.

| Initial to Confirm Receipt | | Initial to Confirm Receipt | | Initial to Confirm Receipt | |
|----------------------------|------------|----------------------------|-------------|----------------------------|-------------|
| | Addendum 1 | | Addendum 6 | | Addendum 11 |
| | Addendum 2 | | Addendum 7 | | Addendum 12 |
| | Addendum 3 | | Addendum 8 | | Addendum 13 |
| | Addendum 4 | | Addendum 9 | | Addendum 14 |
| | Addendum 5 | | Addendum 10 | | Addendum 15 |

If additional confirmation of addendum is required, submit under separate cover.

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DISCLOSURE AND DISCLAIMER SECTION

The solicitation referenced herein is being furnished to the recipient by the City of Miami Beach (the "City") for the recipient's convenience. Any action taken by the City in response to Proposals made pursuant to this solicitation, or in making any award, or in failing or refusing to make any award pursuant to such Proposals, or in cancelling awards, or in withdrawing or cancelling this solicitation, either before or after issuance of an award, shall be without any liability or obligation on the part of the City.

In its sole discretion, the City may withdraw the solicitation either before or after receiving proposals, may accept or reject proposals, and may accept proposals which deviate from the solicitation, as it deems appropriate and in its best interest. In its sole discretion, the City may determine the qualifications and acceptability of any party or parties submitting Proposals in response to this solicitation.

Following submission of a Bid or Proposal, the applicant agrees to deliver such further details, information and assurances, including financial and disclosure data, relating to the Proposal and the applicant including, without limitation, the applicant's affiliates, officers, directors, shareholders, partners and employees, as requested by the City in its discretion.

The information contained herein is provided solely for the convenience of prospective Proposers. It is the responsibility of the recipient to assure itself that information contained herein is accurate and complete. The City does not provide any assurances as to the accuracy of any information in this solicitation.

Any reliance on these contents, or on any permitted communications with City officials, shall be at the recipient's own risk. Proposers should rely exclusively on their own investigations, interpretations, and analyses. The solicitation is being provided by the City without any warranty or representation, express or implied, as to its content, its accuracy, or its completeness. No warranty or representation is made by the City or its agents that any Proposal conforming to these requirements will be selected for consideration, negotiation, or approval.

The City shall have no obligation or liability with respect to this solicitation, the selection and the award process, or whether any award will be made. Any recipient of this solicitation who responds hereto fully acknowledges all the provisions of this Disclosure and Disclaimer, is totally relying on this Disclosure and Disclaimer, and agrees to be bound by the terms hereof. Any Proposals submitted to the City pursuant to this solicitation are submitted at the sole risk and responsibility of the party submitting such Proposal.

This solicitation is made subject to correction of errors, omissions, or withdrawal from the market without notice. Information is for guidance only, and does not constitute all or any part of an agreement.

The City and all Proposers will be bound only as, if and when a Proposal (or Proposals), as same may be modified, and the applicable definitive agreements pertaining thereto, are approved and executed by the parties, and then only pursuant to the terms of the definitive agreements executed among the parties. Any response to this solicitation may be accepted or rejected by the City for any reason, or for no reason, without any resultant liability to the City.

The City is governed by the Government-in-the-Sunshine Law, and all Proposals and supporting documents shall be subject to disclosure as required by such law. All Proposals shall be submitted in sealed bid form and shall remain confidential to the extent permitted by Florida Statutes, until the date and time selected for opening the responses. At that time, all documents received by the City shall become public records.

Proposers are expected to make all disclosures and declarations as requested in this solicitation. By submission of a Proposal, the Proposer acknowledges and agrees that the City has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information contained in the Proposal, and authorizes the release to the City of any and all information sought in such inquiry or investigation. Each Proposer certifies that the information contained in the Proposal is true, accurate and complete, to the best of its knowledge, information, and belief.

Notwithstanding the foregoing or anything contained in the solicitation, all Proposers agree that in the event of a final unappealable judgment by a court of competent jurisdiction which imposes on the City any liability arising out of this solicitation, or any response thereto, or any action or inaction by the City with respect thereto, such liability shall be limited to \$10,000.00 as agreed-upon and liquidated damages. The previous sentence, however, shall not be construed to circumvent any of the other provisions of this Disclosure and Disclaimer which imposes no liability on the City.

In the event of any differences in language between this Disclosure and Disclaimer and the balance of the solicitation, it is understood that the provisions of this Disclosure and Disclaimer shall always govern. The solicitation and any disputes arising from the solicitation shall be governed by and construed in accordance with the laws of the State of Florida.

PROPOSER CERTIFICATION

I hereby certify that: I, as an authorized agent of the Proposer, am submitting the following information as my firm's proposal; Proposer agrees to complete and unconditional acceptance of the terms and conditions of this document, inclusive of this solicitation, all attachments, exhibits and appendices and the contents of any Addenda released hereto, and the Disclosure and Disclaimer Statement; proposer agrees to be bound to any and all specifications, terms and conditions contained in the solicitation, and any released Addenda and understand that the following are requirements of this solicitation and failure to comply will result in disqualification of proposal submitted; Proposer has not divulged, discussed, or compared the proposal with other Proposers and has not colluded with any other proposer or party to any other proposal; proposer acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this proposal, inclusive of the Proposal Certification, Questionnaire and Requirements Affidavit are true and accurate.

| | |
|--|--|
| Name of Proposer's Authorized Representative: | Title of Proposer's Authorized Representative: |
| Signature of Proposer's Authorized Representative: | Date: |

State of _____)
)
 County of _____)
 of _____, a corporation, and that the instrument was signed in behalf of the said corporation by authority of its board of directors and acknowledged said instrument to be its voluntary act and deed. Before me:

On this ____ day of _____, 20____, personally appeared before me _____ who stated that (s)he is the _____

 Notary Public for the State of _____
 My Commission Expires: _____.

APPENDIX B



MIAMI BEACH

“No Bid” Form

RFP 2014-143-LR WEB-BASED TRAINING SYSTEM

DEPARTMENT OF PROCUREMENT MANAGEMENT
1700 Convention Center Drive
Miami Beach, Florida 33139

Note: It is important for those vendors who have received notification of this solicitation but have decided not to respond, to complete and submit the attached "Statement of No Bid." The "Statement of No Bid" provides the City with information on how to improve the solicitation process. Failure to submit a "Statement of No Bid" may result in not being notified of future solicitations by the City.

Statement of No Bid

WE HAVE ELECTED NOT TO SUBMIT A PROPOSAL AT THIS TIME FOR REASON(S) CHECKED AND/OR INDICATED BELOW:

- Workload does not allow us to bid
- Insufficient time to respond
- Specifications unclear or too restrictive
- Unable to meet specifications
- Unable to meet service requirements
- Unable to meet insurance requirements
- Do not offer this product/service
- OTHER. (Please specify)

We do do not want to be retained on your mailing list for future bids of this type product and/or service.

Signature: _____

Title: _____

Legal Company Name: _____

Note: Failure to respond, either by submitting a bid or this completed form, may result in your company being removed from our vendors list.

PLEASE RETURN TO:
CITY OF MIAMI BEACH
DEPARTMENT OF PROCUREMENT MANAGEMENT
ATTN: **LOURDES RODRIGUEZ**
PROPOSAL #2014-143-LR
1700 Convention Center Drive
MIAMI BEACH, FL 33139

APPENDIX C



MIAMI BEACH

Minimum Requirements & Specifications

RFP 2014-143-LR
WEB-BASED TRAINING SYSTEM

DEPARTMENT OF PROCUREMENT MANAGEMENT
1700 Convention Center Drive
Miami Beach, Florida 33139

The Fire Department requires the services of a proposer to provide its two-hundred three (203) employees with a web-based training system. The training system will provide an online training and records management system which will improve the department's operational efficiency and help maintain compliance with accreditation, International Organization Standardization (ISO) rating and State of Florida Bureau of Fire Standards and Training Fire College Department of Insurance Continuing Education (FCDICE) certifications.

C1. MINIMUM ELIGIBILITY REQUIREMENTS. In order to be considered, Proposers shall provide evidence of the following minimum requirements:

- Proposer must have successfully installed a minimum of three (3) internet based training systems for municipalities similar in size to the City of Miami Beach within the last three (3) years, and provide references.
- Proposed solution must be hosted by third-party and web-enabled.
- Must have access to National Fire Protection Association (NFPA) material/codes.
- Provide online technical support, 24 hours a day, 7 days a week. Additionally, technical support shall be available via the telephone (toll free) during normal business hours, Monday through Friday, 8:00 a.m. to 5:00 p.m., and after hours emergency support.
- Provide a dedicated account manager that will be responsible for providing support and implementation assistance.
- Shall be able to provide initial training for the Fire Department personnel on the proper use of the functions and applications, both at the individual and administrator level.

C2. SPECIFICATIONS:

The system will include, as a minimum, the following requirements:

- Maintain an electronic training record for each employee.
- Maintain certification requirements for multiple disciplines.
- Provide canned reports that are easily accessed and identifiable.
- Allow for user-created as well as commercially-created training material (multiple formats: .ppt; .pdf; streaming video; interactive websites; .jpg; tiff; etc.).
- Track all the departments training per International Organization Standardization (ISO).
- Track both Fire and Emergency Medical Services (EMS) training within one (1) program.
- Must be web-based.
- All training must be approved by the National Fire Protection Association (NFPA).
- Must offer EMS training/certification within the program.
- All training must be approved by the American Heart Association (AHA) and cover both Advanced and Basic Life Support training.
- Track, monitor and analyze employees Drivers Licenses and all Fire/EMS certifications.
- Program must offer the amount of hours of instructor and inspector Continuing Education Units (CEU) for the State of Florida certification. These hours must be updated to the State of Florida Bureau of Fire Standards & Training Fire College Department of Insurance Continuing Education (FCDICE).
- The system must be expandable and include various on-line courses covering, but not

be limited to: EMS training, hazardous material responses, OSHA (Occupational Safety and Health Administration) General Safety, Emergency Vehicle Operations, Drive-Engineer operations, fire apparatus driving safety program, first responder to terrorist incident training and other related courses. System should have the capability to add other courses on an as-needed basis.

System Functionality Requirements

- The Successful Proposer should provide the City with a City-specified URL (Uniform Resource Locator) for all City employees to access training. Should there be a need for additional plug-ins, the remote method would be preferred.
- Employees must be able to sign themselves in with a user name and password.
- The system must have the capability for adding customized training content and online course material by integrating departmental policies and procedures.
- The system must have the ability to list course topics that apply to state-required categories.
- The system must have the ability to track individual student's online activity.
- The system must have a username/password lookup feature available 24 hours a day, 7 days a week, 365 days a year, via the internet.
- The system must be able to provide Custom Course Creation, with customized certificates of completion, to include Continuing Education Units provide information.
- The system must have the ability to store departmental specific documents, files, videos in multiple formats, to include but not limited to: Power Point, PDF and streaming videos.
- The system must have the ability to host, deliver and record a live event.
- The system must have the ability for administrators to define training requirements for individuals or groups and to automatically notify students of training requirements via email or other internal means of communications.
- The system must have the ability to create, maintain and document unlimited client-designed compliance activities, policy reviews, surveys and user-developed training.
- The system must have the ability to send notification emails to all accounts, which will serve as a reminder and summarize course assignments for the end-user.
- The system must have the ability to group employees by training need, define specific requirements and track compliance.
- The system must be able to share training information with other agencies that use the same software.
- Provide the City of Miami Beach Fire Department with assistance in designing training curriculum as requested.

System Reporting and Tracking Requirements

- A printable certificate should be provided at completion of all courses.
- A "Bookmark" feature must be available that would allow employees the opportunity to end a course at any time and return to the exact training lesson at a later date and time.
- System must have an administrative level that will provide full access (no need for vendor involvement) to the data base, including but not limited to: password lookup, curriculum assignments, due dates, entering names, running reports, etc.
- System must have the ability for individuals to access and print reports of their training activities.
- System must have the ability for administrators to access and print reports of the training activities of individuals, and groups.
- System must have the ability to track specific training required for ISO (International Organization for Standardization) compliance.
- System must have the ability to electronically link with the State of Florida to track license requirements.
- System must have the ability to customize training deadlines, release dates and scores.
- System must have the ability to import and maintain employee information.
- System must have the ability to do item analysis of online testing results.
- System must have the ability to have class evaluations conducted online and the ability for administrators to retrieve and analyze this data.
- System must have the ability to schedule and manage rosters for training, meetings and other events.
- System must be capable of tracking all training administered to a given employee, regardless of source.
- The system should provide the option to download all training records into an Excel spreadsheet or other formats.
- System's key reports should include, but not be limited to, the following data: employee name, employee assignment, overdue courses, failed courses, number of times a test was taken, total amount of time spent on a course, passing grade and date completed.
- System should allow for certifications to be tracked and thresholds to be entered in order to monitor expiration dates and proactively report and notify individuals of upcoming expiration dates. Reports should be automatically generated and subscriptions created to email these reports to designated individuals or groups.

APPENDIX D



MIAMI BEACH

Special Conditions

RFP 2014-143-LR
WEB-BASED TRAINING SYSTEM

DEPARTMENT OF PROCUREMENT MANAGEMENT
1700 Convention Center Drive
Miami Beach, Florida 33139

1. **TERM OF CONTRACT.** The contract shall commence upon the date of notice of award and shall be effective for one (1) year.
2. **OPTION TO RENEW.** The City will have the option to extend for four (4) additional one-year periods subject to the availability of funds for succeeding fiscal years.
3. **WARRANTY/GUARANTEE REQUIREMENTS.** The contractor warrants the materials supplied and the work performed under this contract conform to warranty materials provided and work performed for one (1) year from date of completion.

In addition to all other warranties that may be supplied by the bidder, the bidder shall warrant its products and/or service against faulty labor and/or defective material for a minimum period of one (1) year after the date of acceptance of the labor, materials and/or equipment by the City. This warranty requirement shall remain in force for the full one (1) year period; regardless of whether the contractor is under contract with the City at the time of any defect. Any payment by the City on behalf of the goods or services received from the contractor does not constitute a waiver of these warranty provisions.

The contractor shall be responsible for promptly correcting any deficiency, at no cost to the City, within five (5) calendar days after the City notifies the contractor of such deficiency in writing. If the contractor fails to honor the warranty and/or fails to correct or replace the defective work or items within the period specified, the City may, at its discretion, notify the contractor, in writing, that the bidder may be debarred as a City bidder/proposer and/or subject to contractual default if the corrections or replacements are not completed to the satisfaction of the City within ten (10) calendar days of receipt of the notice. If the contractor fails to satisfy the warranty within the period specified in the notice, the City may (a) place the contractor in defaults of its contract, and/or (b) procure the products or services from another contractor and charge the contractor for any additional costs that are incurred by the City for this work or items; either through a credit memorandum or through invoicing.

4. **FAILURE TO PERFORM.** Should it not be possible to reach the contractor or supervisor and/or should remedial action not be taken within 48 hours of any failure to perform according to specifications, the City reserves the right to declare Contractor in default of the contract or make appropriate reductions in the contract payment.
5. **COMPLETE PROJECT REQUIRED.** These specifications describe the various items or classes or work required, enumerating or defining the extent necessary, but failure to list any item or classes under the scope of the several sections shall not relieve the contractor from furnishing, installing or performing such work where required by any part of these specifications, or necessary to the satisfactory completion of this project.
6. **ADDITIONAL SERVICES.** Services not specifically identified in this request may be added to any resultant contract upon successful negotiations and mutual consent of the contracting parties.
7. **RECORDS.** During the contract period, and for at least five (5) subsequent years thereafter, Successful Proposer shall provide the City to all files and records maintained on the City's behalf.

8. **TRAINING DATA.** Successful Proposer must retain all training data for as long as the City of Miami Beach is a customer or as required by the State. The data in all the tracking/reporting system must be the property of the City of Miami Beach and accessible by the system administrator at any time.

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APPENDIX E



MIAMI BEACH

Cost Proposal Form

RFP 2014-143-LR
WEB-BASED TRAINING SYSTEM

DEPARTMENT OF PROCUREMENT MANAGEMENT
1700 Convention Center Drive
Miami Beach, Florida 33139

APPENDIX E PROPOSAL TENDER FORM

Failure to submit Section 5, Bid Price Form, in its entirety and fully executed by the deadline established for the receipt of bids will result in proposal being deemed non-responsive and being rejected.

Bidder affirms that the prices stated on the bid price form below represents the entire cost of the items in full accordance with the requirements of this ITB, inclusive of its terms, conditions, specifications and other requirements stated herein, and that no claim will be made on account of any increase in wage scales, material prices, delivery delays, taxes, insurance, cost indexes or any other unless a cost escalation provision is allowed herein and has been exercised by the City Manager in advance. The Bid Price Form (Section 5) shall be completed mechanically or, if manually, in ink. **Bid Price Forms (Section 5) completed in pencil shall be deemed non-responsive.** All corrections on the Bid Price Form (Section 5) shall be initialed.

Cost proposal shall include annual license and subscription fees to include on-line technical support and maintenance, training, startup materials, implementation, configuration, travel and lodging, and any other additional fees/cost required to meet the requirements listed in the Specifications.

| Item | Description | U / M | Unit Cost | Total (Quantity X Unit Cost) |
|--------------|--|----------|-----------|---------------------------------|
| 1 | Year 1 – License Fee – 203 Users | each | \$ | \$ |
| 2 | Year 2 – License Fee – 203 Users | each | \$ | \$ |
| 3 | Year 3 – License Fee – 203 Users | each | \$ | \$ |
| 4 | Year 4 – License Fee – 203 Users | each | \$ | \$ |
| 5 | Year 5 – License Fee – 203 Users | each | \$ | \$ |
| 6 | Additional Users Per Person Cost - Year 1 | each | \$ | \$ |
| 7 | Additional Users Per Person Cost - Year 2 | each | \$ | \$ |
| 8 | Additional Users Per Person Cost - Year 3 | each | \$ | \$ |
| 9 | Additional Users Per Person Cost - Year 4 | each | \$ | \$ |
| 10 | Additional Users Per Person Cost - Year 5 | each | \$ | \$ |
| 11 | Implementation Cost to include Professional Services | one time | \$ | \$ |
| 12 | Training (On Site – Minimum two (2) weeks) | one time | \$ | \$ |
| 16 | Other Cost | one time | \$ | \$ |
| TOTAL | | | | |

*Proposer to explain other cost: _____

| Bidder's Affirmation | |
|--|--|
| Company: | |
| Authorized Representative: | |
| Address: | |
| Telephone: | |
| Email: | |
| Authorized Representative's Signature: | |

APPENDIX F



MIAMI BEACH

Insurance Requirements

RFP 2014-143-LR
WEB-BASED TRAINING SYSTEM

DEPARTMENT OF PROCUREMENT MANAGEMENT
1700 Convention Center Drive
Miami Beach, Florida 33139

PROPOSAL

MES - FLORIDA
11431 43rd Street N
Clearwater, FL 33762

Telephone.....: 727-573-6048
 Fax.....: 727-573-7679



Ship To:
 MIAMI BEACH FIRE DEPT., CITY OF
 2300 PINETREE DRIVE
 Miami Beach, FL 33140

Contact: Lourdes Rodriguez
 Phone: 305-673-7000 ext 66

Bill To:
 MIAMI BEACH FIRE DEPT., CITY OF
 2300 PINETREE DRIVE
 Miami Beach, FL 33140

Quotation

Number.....: QT_00293293-2
 Date.....: 9/11/2014
 Page.....: 1 of 1
 Sales order.....:
 Requisition.....:
 Your ref.....:
 Our ref.....: tcool
 Quotation deadline.....: 10/9/2014
 Payment.....: Net 30
 Sales Rep.....: tcool
 Terms of delivery.....: Supplier Pays Freight

| Item number | Description | Size | Color | Quantity | Unit | Unit price | Amount |
|-------------|---|------|-------|----------|------|------------|-----------|
| 15000 | Premier Membership: | | | 203.00 | EA | 104.00 | 21,112.00 |
| 14000 | Career Tracking: | | | 15.00 | EA | 89.00 | 1,335.00 |
| TS EMS | Online Training with EMS Course (Option to Included in Year 2-5, \$49.00 per user x 95 users = \$4655.00) | | | 95.00 | EA | | 0.00 |
| 16000 | Annual Maintenance Fee | | | 1.00 | EA | 395.00 | 395.00 |
| 10000 | One Time Set-up Fee | | | 1.00 | EA | 1,500.00 | 1,500.00 |

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be re-calculated at the time of shipment to ensure they take into account the most current local tax information.

Notes:

This is a proposal for a 1 Year Agreement with 4 Annual options to Renew on our standard packages at the listed cost. To be billed Annually.
 Year 1 Cost = \$24,342.00
 The Annual Renewal Cost w/ EMS = \$27,497.00
 The 5 Year Cost = \$138,985.00

| | | | | |
|---------------|----------------|------|-----------|---------------|
| Sales balance | Total discount | S&H | Sales tax | Total |
| 24,342.00 | 0.00 | 0.00 | 0.00 | 24,342.00 USD |

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee. Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.

**FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS****Detail by Entity Name**Foreign Profit Corporation

MUNICIPAL EMERGENCY SERVICES, INC.

Filing Information

| | |
|-----------------------------|---------------|
| Document Number | F10000002489 |
| FEI/EIN Number | 651051374 |
| Date Filed | 05/27/2010 |
| State | NV |
| Status | ACTIVE |
| Last Event | REINSTATEMENT |
| Event Date Filed | 03/12/2014 |
| Event Effective Date | NONE |

Principal Address7 POVERTY ROAD
85H BENNETT SQUARE
SOUTHBURY, CT 06488

Changed: 03/11/2011

Mailing AddressPO BOX 656
SOUTHBURY, CT 06488

Changed: 03/11/2011

Registered Agent Name & AddressNRAI SERVICES, INC.
515 E. PARK AVENUE
TALLAHASSEE, FL 32301

Address Changed: 02/11/2011

Officer/Director Detail**Name & Address**

Title PD

HUBREGSEN, THOMAS X, CEO
7 POVERTY ROAD, 85H BENNETT SQUARE
SOUTHBURY, CT 06488

Title CFOD



TARGETSOLUTIONS

**RFP 2014-143-LR:
WEB-BASED TRAINING SYSTEM**

Prepared for: City of Miami Beach Department of Procurement Management

1700 Conventon Center Drive, Miami Beach, FL 33139

By: TargetSolutions and MES

Primary Contact (Target Solutions): Rhianna Syvertsen, Regional Sales Manager

954.881.3121, rds@targetsolutions.com

Contact (MES): Troy Cool, Regional Sales Representative

754.224.1995, tcool@mesfire.com

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MES-Florida
11437 43rd Street North
Clearwater, FL 33762
Toll Free: 877-637-3473

May 16, 2014

About Municipal Emergency Services, Inc

Established in 2001 Municipal Emergency Services has quickly grown to be the largest supplier of Honeywell First Responder Products, Scott Air-Paks, Globe PPE, 5.11 Tactical Station Wear, FireQuip Hose, and Dragon Fire Gloves to first responders in North America. With over 130 sales representatives, 45 mobile service technicians, and 13 in-house service centers strategically located around the United States, we can ensure our that our customers are purchasing quality name brand equipment that remains functioning to the appropriate NFPA and manufacturer's specifications throughout the life of the product.

Our sales representatives have over 1,300+ years of combined experience in first responder service and 8,000+ hours of certified training which adds up to better product knowledge, service and training for our customers. We supply equipment for Firefighting, Law Enforcement, Hazmat, Confined Space, Urban Search and Rescue, and Emergency Medical Services to Municipal, Volunteer and Federal government sectors.

MES is built on three distinct business platforms giving first responders the opportunity to fulfill their equipment needs through our 130 strong first responder focused sales force, an extensive online store or through our Federal Government division which caters to the specific needs of military and WMD first responders.

MES supports its customers with a nationwide warehousing system that carries over \$3 Million of Scott Air-Paks and accessories, 800 sets of turnout gear, 2000 pairs of boots not to mention numerous other products in stock to meet the immediate needs of our customers. Also, our NFPA 1351 third party certified PPE Cleaning & Care centers assure our customers that their Personal Protective Equipment meets the latest NFPA specifications while maximizing the service life of the product. MES has a turnkey leasing company that affords our customers the opportunity to secure alternative funding of equipment when grants or budgets are not available to them. With competitive finance rates our customers can also bundle services in with their equipment to assure that they meet the latest safety, NFPA, NIOSH, and OSHA requirements.

MES has also partnered with Target Solutions as the exclusive distribution partner for their innovative and comprehensive training platform and technology.

Headquartered in Southbury, CT, Municipal Emergency Services utilizes 100,000 plus square feet of warehouse space throughout the United States. For questions or information, please contact your local sales representative or MES corporate offices can be reached at 1-877-MESFire (1-877-637-3473). We look forward to serving the needs of the Florida Fire service.

Sincerely,

A handwritten signature in black ink that reads "Troy Cool".

Troy Cool - Sales Representative
Municipal Emergency Services
MES - FLORIDA
cell 754.224.1965
office 877.MES.FIRE
tcocool@mesfire.com

The logo for MESFire.com features the text "MESFire.com" in a bold, black, sans-serif font. The "M" and "S" are larger and more prominent. To the left of the text is a stylized, grey, textured graphic that resembles a fire or a flame, similar to the one in the top left logo.

September 13, 2012

To whom it may concern:

Thank you for your interest in the TargetSolutions Training and Records Management platform.

This letter is to inform you that MES is the sole authorized distributor for the TargetSolutions platform.

If you have any questions regarding this, please call me at 858-592-6880 x158.

Thank you!

Regards,



Thomas Woodward
Executive Vice President
TargetSolutions
trw@targetsolutions.com



City of Miami Beach
Department of Procurement Management
1700 Convention Center Dr
Miami Beach, FL 33139

RE: RFP 2014-143-LR
Web-based Training System

Thank you for the opportunity to respond to this RFP to provide a Web-Based Training System for the City of Miami Beach Fire Rescue Department. Enclosed is information intended to demonstrate TargetSolutions' extensive qualifications.

Executive Summary

Founded in 1999, TargetSafety.com Inc. dba TargetSolutions is a pioneer and leader in the development of online solutions that simplify and standardize training, records management and risk management. TargetSolutions ("TSC") currently provides these services to more than 850 Fire/EMS departments and is the only online provider that the National Fire Protection Association (NFPA) has invested in to deliver online safety training to the fire service.

Our web based platform offers more than 400 courses covering the Fire and EMS Industry with a variety of categories including NFPA 1500/1001/1021/1584/1403, First Responder Operations, Hazmat Refresher, safety, professional development, Wildland, EMS Basic and Advanced Level Training, OSHA General Safety, HR, Emergency Vehicle Operator, EVO for Supervisors, Employment Practices, Ethics and more. Our platform currently serves over 200,000 active users with access to TSC's services 24 hours a day / 7 days a week. TargetSolutions tracks training and activities for an additional 105,000 employees who have indirect access to our online services ("offline employees" managed by supervisors, managers, and administrators). Monthly, we deliver over 500,000 online activities and 100,000 TSC training courses to more than 100,000 Platform users.

TSC boasts a suite of applications specifically intended for Fire/EMS departments. We are industry leaders in the creation of a complete risk management solution which enables Fire and EMS organizations to maintain compliance, manage the documentation of firefighter training, training related tasks, promote safety, reduce losses, stay current with EMS CE hours, and improve communication. The system also offers the ability to create and deliver custom tests, store and display multiple types of documents, track and benchmark surveys, record station level training and tasks, track ISO requirements, send out policies that will require an online e-signature when read, and much more.

Client References:**Broward Sheriff's Office Department of Fire Rescue****Harris Henbest, Division Chief of Training****2601 W. Broward Blvd. Ft. Lauderdale, FL 33312****(954) 551-4280, harris_henbest@sheriff.org**

TargetSolutions has provided a web-based Learning Management System for the Broward Sheriff's Office Department of Fire Rescue for the last 3 years. Our service has successfully assisted the department with maintaining certification requirements, HIPPA and ISO Compliance for multiple locations and personnel. The department has improved their overall ISO rating with our service.

Coral Springs Fire Rescue**Mike McNally, Deputy Chief****2801 Coral Springs Dr, Coral Springs, FL 33065****(754) 264-2251, mmcnally@coralsprings.org**

TargetSolutions has provided a web-based Learning Management System for Coral Springs Fire Department for the last year and a half. We track every one of the department's license and certifications, as well as maintain their ISO reports. The department has experienced so much success, that they have asked their neighboring departments to join TargetSolutions, in order to streamline county-wide training through our platform. Chief McNally also implemented TargetSolutions within the Coral Springs Fire Academy.

Polk County Fire Rescue**Mike Linkins, Chief of Training****250 E. 2nd St. Bartow, FL 33831****1 (863) 519-7358, mikelinkins@polkfl.com**

TargetSolutions has provided a web-based Learning Management System for the Polk County Fire Rescue Department for the last 3 years. We have helped this department maintain an excellent ISO rating, as well as manage and track license and certification for their entire agency. The department has maintained an excellent ISO rating with our service and has published that they have experienced extreme cost savings by utilizing our service.

St. Petersburg Fire Rescue**Joe Bruni, chief of Training****400 Dr Martin Luther King Jr St S, St Petersburg, FL 33701****1 (727) 893- 7693, joe.bruni@stpate.org**

TargetSolutions has provided a web-based Learning Management System for the St. Petersburg Fire Rescue Department for the last 3 years. Chief Jo Bruni has used our system to maintain ISO compliance, as well as license and certification tracking.



TARGETSOLUTIONS' CODE OF BUSINESS ETHICS

TargetSolutions, Inc. complies with all applicable governmental rules and regulations including, among others, the conflict of interest, lobbying and ethics provision of the City of Miami Beach and Miami Dade County.

| | | |
|---|--|---|
| Solicitation No: RFP 2014-143-LR | Solicitation Title: Web-Based Training System | |
| Procurement Contact: Lourdes Rodriguez | Tel: (305) 673-7000 X 6652 | Email: lourdesrodriguez@miamibeachfl.gov |

PROPOSAL CERTIFICATION, QUESTIONNAIRE & REQUIREMENTS AFFIDAVIT

Purpose: The purpose of this Proposal Certification, Questionnaire and Requirements Affidavit Form is to inform prospective Proposers of certain solicitation and contractual requirements, and to collect necessary information from Proposers in order that certain portions of responsiveness, responsibility and other determining factors and compliance with requirements may be evaluated. This Proposal Certification, Questionnaire and Requirements Affidavit Form is a **REQUIRED FORM** that must be submitted fully completed and executed.

1. General Proposer Information.

| | |
|--|------------------------------------|
| FIRM NAME: MES - Municipal Emergency Services, Inc. | |
| No of Years in Business: 13 | No of Years in Business Locally: 3 |
| OTHER NAME(S) PROPOSER HAS OPERATED UNDER IN THE LAST 10 YEARS: | |
| FIRM PRIMARY ADDRESS (HEADQUARTERS): 7 Poverty Road, 85H Bennett Square | |
| CITY: Southbury | |
| STATE: CT | ZIP CODE: 06488 |
| TELEPHONE NO.: 203-304-4104 | |
| TOLL FREE NO.: 800-868-8584 | |
| FAX NO.: 704-599-4605 | |
| FIRM LOCAL ADDRESS: 11437 43rd Street North | |
| CITY: Clearwater | |
| STATE: FL | ZIP CODE: 33762 |
| PRIMARY ACCOUNT REPRESENTATIVE FOR THIS ENGAGEMENT: MES - Troy Cool / Target Solutions - Rhianna Syvertsen | |
| ACCOUNT REP TELEPHONE NO.: Troy - 754-224-1995 / Rhianna - 954-881-3121 | |
| ACCOUNT REP TOLL FREE NO.: Troy - 800-868-8584 | |
| ACCOUNT REP EMAIL: Troy - tcool@mesfire.com / Rhianna - rds@targetsolutions.com | |
| FEDERAL TAX IDENTIFICATION NO.: MES - 65-1051374 | |

The City reserves the right to seek additional information from proposer or other source(s), including but not limited to: any firm or principal information, applicable licensure, resumes of relevant individuals, client information, financial information, or any information the City deems necessary to evaluate the capacity of the proposer to perform in accordance with contract requirements.

1. **Miami Beach Based (Local) Vendor.** Is proposer claiming Miami Beach based firm status?
 YES NO

SUBMITTAL REQUIREMENT: Proposers claiming Miami Beach vendor status shall submit a Business Tax Receipt issued by the City of Miami Beach and the proof of residency requirement, as required pursuant to ordinance 2011-3747, to demonstrate that the Proposer is a Miami Beach Based Vendor.

2. **Veteran Owned Business.** Is proposer claiming a veteran owned business status?
 YES NO

SUBMITTAL REQUIREMENT: Proposers claiming veteran owned business status shall submit a documentation proving that firm is certified as a veteran-owned business or a service-disabled veteran owned business by the State of Florida or United States federal government, as required pursuant to ordinance 2011-3748.

3. **Litigation History.** Proposer shall submit a statement of any litigation or regulatory action that has been filed against your firm(s) in the last five years. If an action has been filed, state and describe the litigation or regulatory action filed, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation or regulatory action has been filed against your firm(s), provide a statement to that effect. If "No" litigation or regulatory action has been filed against your firm(s), please provide a statement to that effect. **Truthful and complete answers to this question may not necessarily disqualify a firm from consideration but will be a factor in the selection process. Untruthful, misleading or false answers to this question shall result in the disqualification of the firm for this project.**

SUBMITTAL REQUIREMENT: Proposer shall submit history of litigation or regulatory action filed against proposer, or any proposer team member firm, in the past 5 years. If Proposer has no litigation history or regulatory action in the past 5 years, submit a statement accordingly.

4. **Conflict Of Interest.** All Proposers must disclose, in their Proposal, the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Further, all Proposers must disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates.

SUBMITTAL REQUIREMENT: Proposers must disclose the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Proposers must also disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates

5. **References & Past Performance.** Proposer shall submit at least three (3) references for whom the proposer has completed work similar in size and nature as the work referenced in solicitation.

SUBMITTAL REQUIREMENT: For each reference submitted, the following information is required: 1) Firm Name, 2) Contact Individual Name & Title, 3) Address, 4) Telephone, 5) Contact's Email and 6) Narrative on Scope of Services Provided.

6. **Suspension, Debarment or Contract Cancellation.** Has proposer ever been debarred, suspended or other legal violation, or had a contract cancelled due to non-performance by any public sector agency?
 YES NO

SUBMITTAL REQUIREMENT: If answer to above is "YES," Proposer shall submit a statement detailing the reasons that led to action(s).

7. **Vendor Campaign Contributions.** Proposers are expected to be or become familiar with, the City's Campaign Finance Reform laws, as codified in Sections 2-487 through 2-490 of the City Code. Proposers shall be solely responsible for ensuring that all applicable provisions of the City's Campaign Finance Reform laws are complied with, and shall be subject to any and all sanctions, as prescribed therein, including disqualification of their Proposals, in the event of such non-compliance.

SUBMITTAL REQUIREMENT: Submit the names of all individuals or entities (including your sub-consultants) with a controlling financial interest as defined in solicitation. For each individual or entity with a controlling financial interest indicate whether or not each individual or entity has contributed to the campaign either directly or indirectly, of a candidate who has been elected to the office of Mayor or City Commissioner for the City of Miami Beach.

8. **Code of Business Ethics.** Pursuant to City Resolution No.2000-23879, each person or entity that seeks to do business with the City shall adopt a Code of Business Ethics ("Code") and submit that Code to the Procurement Division with its bid/response or within five (5) days upon receipt of request. The Code shall, at a minimum, require the Proposer, to comply with all applicable governmental rules and regulations including, among others, the conflict of interest, lobbying and ethics provision of the City of Miami Beach and Miami Dade County.

SUBMITTAL REQUIREMENT: Proposer shall submit firm's Code of Business Ethics. In lieu of submitting Code of Business Ethics, proposer may submit a statement indicating that it will adopt, as required in the ordinance, the City of Miami Beach Code of Ethics, available at www.miamibeachfl.gov/procurement/.

9. **Living Wage.** Pursuant to Section 2-408 of the Miami Beach City Code, as same may be amended from time to time, proposers shall be required to pay all employees who provide services pursuant to this Agreement, the hourly living wage rates listed below:

- Commencing with City fiscal year 2012-13 (October 1, 2012), the hourly living rate will be \$11.28/hr with health benefits, and \$12.92/hr without benefits.

The living wage rate and health care benefits rate may, by Resolution of the City Commission be indexed annually for inflation using the Consumer Price Index for all Urban Consumers (CPI-U) Miami/Ft. Lauderdale, issued by the U.S. Department of Labor's Bureau of Labor Statistics. Notwithstanding the preceding, no annual index shall exceed three percent (3%). The City may also, by resolution, elect not to index the living wage rate in any particular year, if it determines it would not be fiscally sound to implement same (in a particular year).

Proposers' failure to comply with this provision shall be deemed a material breach under this bid, under which the City may, at its sole option, immediately deem said proposer as non-responsive, and may further subject proposer to additional penalties and fines, as provided in the City's Living Wage Ordinance, as amended. Further information on the Living Wage requirement is available at www.miamibeachfl.gov/procurement/.

SUBMITTAL REQUIREMENT: No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees to the living wage requirement.

10. **Equal Benefits for Employees with Spouses and Employees with Domestic Partners.** When awarding competitively solicited contracts valued at over \$100,000 whose contractors maintain 51 or more full time employees on their payrolls during 20 or more calendar work weeks, the Equal Benefits for Domestic Partners Ordinance 2005-3494 requires certain contractors doing business with the City of Miami Beach, who are awarded a contract pursuant to competitive bids, to provide "Equal Benefits" to their employees with domestic partners, as they provide to employees with spouses. The Ordinance applies to all employees of a Contractor who work within the City limits of the City of Miami Beach, Florida; and the Contractor's employees located in the United States, but outside of the City of Miami Beach limits, who are directly performing work on the contract within the City of Miami Beach.

- A. Does your company provide or offer access to any benefits to employees with spouses or to spouses of employees?

YES NO

- B. Does your company provide or offer access to any benefits to employees with (same or opposite sex) domestic partners* or to domestic partners of employees?

YES NO

- C. Please check all benefits that apply to your answers above and list in the "other" section any additional benefits not already specified. Note: some benefits are provided to employees because they have a spouse or domestic partner, such as bereavement leave; other benefits are provided directly to the spouse or domestic partner, such as medical insurance.

- D.

| BENEFIT | Firm Provides for Employees with Spouses | Firm Provides for Employees with Domestic Partners | Firm does not Provide Benefit |
|----------------------|--|--|-------------------------------|
| Health | ✓ | ✓ | |
| Sick Leave | ✓ | ✓ | |
| Family Medical Leave | ✓ | ✓ | |
| Bereavement Leave | ✓ | ✓ | |

If Proposer cannot offer a benefit to domestic partners because of reasons outside your control, (e.g., there are no insurance providers in your area willing to offer domestic partner coverage) you may be eligible for Reasonable Measures compliance. To comply on this basis, you must agree to pay a cash equivalent and submit a completed Reasonable Measures Application (attached) with all necessary documentation. Your Reasonable Measures Application will be reviewed for consideration by the City Manager, or his designee. Approval is not guaranteed and the City Manager's decision is final. Further information on the Equal Benefits requirement is available at www.miamibeachfl.gov/procurement/.

10. **Public Entity Crimes.** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of 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 s. ~~237.017~~ for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

SUBMITTAL REQUIREMENT: No additional submittal is required. By virtue of executing this affidavit document, proposer agrees with the requirements of Section 287.133, Florida Statutes, and certifies it has not been placed on convicted vendor list.

11. **Acknowledgement of Addendum.** After issuance of solicitation, the City may release one or more addendum to the solicitation which may provide additional information to proposers or alter solicitation requirements. The City will strive to reach every Proposer having received solicitation through the City's e-procurement system, PublicPurchase.com. However, Proposers are solely responsible for assuring they have received any and all addendum issued pursuant to solicitation. This Acknowledgement of Addendum section certifies that the Proposer has received all addendum released by the City pursuant to this solicitation. Failure to obtain and acknowledge receipt of all addendum may result in proposal disqualification.

None
Rec
70

| Initial to Confirm Receipt | | Initial to Confirm Receipt | | Initial to Confirm Receipt | |
|----------------------------|------------|----------------------------|-------------|----------------------------|-------------|
| | Addendum 1 | | Addendum 6 | | Addendum 11 |
| | Addendum 2 | | Addendum 7 | | Addendum 12 |
| | Addendum 3 | | Addendum 8 | | Addendum 13 |
| | Addendum 4 | | Addendum 9 | | Addendum 14 |
| | Addendum 5 | | Addendum 10 | | Addendum 15 |

If additional confirmation of addendum is required, submit under separate cover.

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DISCLOSURE AND DISCLAIMER SECTION

The solicitation referenced herein is being furnished to the recipient by the City of Miami Beach (the "City") for the recipient's convenience. Any action taken by the City in response to Proposals made pursuant to this solicitation, or in making any award, or in failing or refusing to make any award pursuant to such Proposals, or in cancelling awards, or in withdrawing or cancelling this solicitation, either before or after issuance of an award, shall be without any liability or obligation on the part of the City.

In its sole discretion, the City may withdraw the solicitation either before or after receiving proposals, may accept or reject proposals, and may accept proposals which deviate from the solicitation, as it deems appropriate and in its best interest. In its sole discretion, the City may determine the qualifications and acceptability of any party or parties submitting Proposals in response to this solicitation.

Following submission of a Bid or Proposal, the applicant agrees to deliver such further details, information and assurances, including financial and disclosure data, relating to the Proposal and the applicant including, without limitation, the applicant's affiliates, officers, directors, shareholders, partners and employees, as requested by the City in its discretion.

The information contained herein is provided solely for the convenience of prospective Proposers. It is the responsibility of the recipient to assure itself that information contained herein is accurate and complete. The City does not provide any assurances as to the accuracy of any information in this solicitation.

Any reliance on these contents, or on any permitted communications with City officials, shall be at the recipient's own risk. Proposers should rely exclusively on their own investigations, interpretations, and analyses. The solicitation is being provided by the City without any warranty or representation, express or implied, as to its content, its accuracy, or its completeness. No warranty or representation is made by the City or its agents that any Proposal conforming to these requirements will be selected for consideration, negotiation, or approval.

The City shall have no obligation or liability with respect to this solicitation, the selection and the award process, or whether any award will be made. Any recipient of this solicitation who responds hereto fully acknowledges all the provisions of this Disclosure and Disclaimer, is totally relying on this Disclosure and Disclaimer, and agrees to be bound by the terms hereof. Any Proposals submitted to the City pursuant to this solicitation are submitted at the sole risk and responsibility of the party submitting such Proposal.

This solicitation is made subject to correction of errors, omissions, or withdrawal from the market without notice. Information is for guidance only, and does not constitute all or any part of an agreement.

The City and all Proposers will be bound only as, if and when a Proposal (or Proposals), as same may be modified, and the applicable definitive agreements pertaining thereto, are approved and executed by the parties, and then only pursuant to the terms of the definitive agreements executed among the parties. Any response to this solicitation may be accepted or rejected by the City for any reason, or for no reason, without any resultant liability to the City.

The City is governed by the Government-in-the-Sunshine Law, and all Proposals and supporting documents shall be subject to disclosure as required by such law. All Proposals shall be submitted in sealed bid form and shall remain confidential to the extent permitted by Florida Statutes, until the date and time selected for opening the responses. At that time, all documents received by the City shall become public records.

Proposers are expected to make all disclosures and declarations as requested in this solicitation. By submission of a Proposal, the Proposer acknowledges and agrees that the City has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information contained in the Proposal, and authorizes the release to the City of any and all information sought in such inquiry or investigation. Each Proposer certifies that the information contained in the Proposal is true, accurate and complete, to the best of its knowledge, information, and belief.

Notwithstanding the foregoing or anything contained in the solicitation, all Proposers agree that in the event of a final unappealable judgment by a court of competent jurisdiction which imposes on the City any liability arising out of this solicitation, or any response thereto, or any action or inaction by the City with respect thereto, such liability shall be limited to \$10,000.00 as agreed-upon and liquidated damages. The previous sentence, however, shall not be construed to circumvent any of the other provisions of this Disclosure and Disclaimer which imposes no liability on the City.

In the event of any differences in language between this Disclosure and Disclaimer and the balance of the solicitation, it is understood that the provisions of this Disclosure and Disclaimer shall always govern. The solicitation and any disputes arising from the solicitation shall be governed by and construed in accordance with the laws of the State of Florida.

PROPOSER CERTIFICATION

I hereby certify that: I, as an authorized agent of the Proposer, am submitting the following information as my firm's proposal; Proposer agrees to complete and unconditional acceptance of the terms and conditions of this document, inclusive of this solicitation, all attachments, exhibits and appendices and the contents of any Addenda released hereto, and the Disclosure and Disclaimer Statement; proposer agrees to be bound to any and all specifications, terms and conditions contained in the solicitation, and any released Addenda and understand that the following are requirements of this solicitation and failure to comply will result in disqualification of proposal submitted; Proposer has not divulged, discussed, or compared the proposal with other Proposers and has not colluded with any other proposer or party to any other proposal; proposer acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this proposal, inclusive of the Proposal Certification, Questionnaire and Requirements Affidavit are true and accurate.

| | |
|--|---|
| Name of Proposer's Authorized Representative: <u>TROY COOL</u> | Title of Proposer's Authorized Representative: <u>MES - Sales Representative</u> |
| Signature of Proposer's Authorized Representative: <u>Troy Cool</u> | Date: <u>5/16/14</u> |

State of Florida

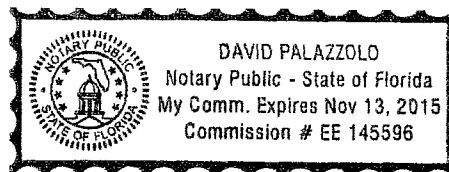
County of Palm Beach

of MES, a corporation, and that the instrument was signed in behalf of the said corporation by authority of its board of directors and acknowledged said instrument to be its voluntary act and deed. Before me:

On this 16th day of May, 2014, personally appeared before me Troy Keith Cool who stated that (s)he is the Sales Representative

[Signature]

Notary Public for the State of Florida
My Commission Expires: Nov 13, 2015





Decide with Confidence

Supplier Qualifier Report

To save report(s) to your PC, [click here for instructions.](#)

[Print this Report](#)

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ATTN: TARGETSOLUTIONS, INC.

Report Printed: MAY 14 2014
In Date

BUSINESS INFORMATION

TARGETSOLUTIONS, INC.
10805 Rancho Bernardo Rd Ste 200
San Diego, CA 92127

This is a **single** location.

D-U-N-S® Number: 00-733-1247

Telephone: 858 592-6880

D&B Rating: 1R2
Number of employees: 1R is 10 or more employees.

Fax: 858 487-8762

Composite credit appraisal: 2 is good.

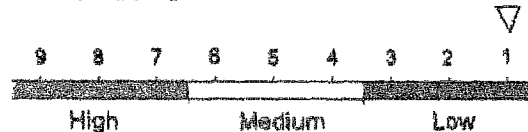
Chief executive: JON HANDY, PRES

D&B Supplier Risk: 1

Year started: 1999

SUPPLIER EVALUATION RISK (SER) RATING FOR THIS FIRM : 1

Employs: 54

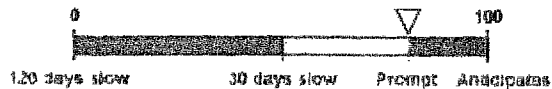


History: CLEAR

D&B PAYDEX®

D&B PAYDEX: 79

When weighted by dollar amount, payments to suppliers average 2 days beyond terms.



Based on up to 24 months of trade.

SUMMARY ANALYSIS

D&B Rating: 1R2
Number of employees: 1R indicates 10 or more employees.
Composite credit appraisal: 2 is good.

The Rating was changed on August 2, 2013 because of a change in payment information appearing in D&B's file. The 1R and 2R ratings categories reflect company size based on the total number of employees for the business. They are assigned to business files that do not contain a current financial statement. In 1R and 2R Ratings, the 2, 3, or 4 credit worthiness indicator is based on analysis by D&B of public filings, trade payments, business age and other important factors. 2 is the highest Composite Credit Appraisal a company not supplying D&B with current financial information can receive. For more information, see the D&B Rating Key.

Below is an overview of the company's rating history since 03/27/01:

| D&B Rating | Date Applied |
|------------|--------------|
| 1R2 | 08/02/13 |
| 1R3 | 01/28/13 |
| 1R2 | 08/02/08 |
| 1R3 | 07/15/08 |
| 1R2 | 04/02/07 |
| 1R3 | 06/20/03 |
| -- | 03/27/01 |

The Summary Analysis section reflects information in D&B's file as of May 12, 2014.

RISK SCORE ANALYSIS

SER COMMENTARY:

- Higher risk industry based on inactive rate for this industry.

PROBABILITY OF CEASED OPERATIONS/BECOMING INACTIVE

SUPPLIER EVALUATION RISK RATING: 1

The probability of ceased operations/becoming inactive indicates what percent of U.S. businesses is expected to cease operations or become inactive over next 12 months.

| | |
|--|--|
| Probability of Supplier Ceased Operations/Becoming Inactive : | 1.3% (130 PER 10,000) |
| Percentage of US business with same SER score : | 13% (1,300 PER 10,000) |
| Average Probability of Supplier Ceased Operations/Becoming Inactive : | 5.60% (560 PER 10,000) |
| | - Average of Businesses in D&B's Supplier Database |

CREDIT DELINQUENCY SCORE: 583

DIVERSITY

| | | | |
|------------------------------------|-----|--------------------------------------|------------|
| Minority-Owned Business: | N/A | Historically Underutilized Business: | N/A |
| Women-Owned Business: | N/A | Veteran-Owned Business: | N/A |
| Disadvantaged Business Enterprise: | N/A | Vietnam Veteran Business: | N/A |
| Small Disadvantaged Business: | N/A | Disabled-Owned Business: | N/A |
| HUB-Zoned Certified Business: | N/A | Historical College Classification: | N/A |
| SBA 8(a) Certified: | N/A | Labor surplus area: | YES (2014) |
| | | Small Business: | YES (2014) |

CUSTOMER SERVICE

If you have questions about this report, please call our Customer Resource Center at 1.800.234.3867 from anywhere within the U.S. If you are outside the U.S. contact your local D&B office.

*** Additional Decision Support Available ***

Additional D&B products, monitoring services and specialized investigations are available to help you evaluate this company or its industry. Call Dun & Bradstreet's Customer Resource Center at 1.800.234.3867 from anywhere within the U.S. or visit our website at www.dnb.com.

HISTORY

The following information was reported **05/03/2014**:

Officer(s): JON HANDY, PRES
JAMES HENFEL, CFO

DIRECTOR(S): THE OFFICER(S)

The California Secretary of State's business registrations file showed that Targetsolutions, Inc. was registered as a Corporation on December 13, 1999.

Business started 1999. 100% of capital stock is owned by officer and 30 stockholders.

JON HANDY. Antecedents not available.

JAMES HENFEL. Antecedents not available.

Business address has changed from 10730 Thornmint Rd Ste B, San Diego, CA, 92127 to 10815 Rancho Bernardo Rd, San Diego, CA, 92127.

BUSINESS REGISTRATION

CORPORATE AND BUSINESS REGISTRATIONS REPORTED BY THE SECRETARY OF STATE OR OTHER OFFICIAL SOURCE AS OF APR 25 2014:

This data is for informational purposes only, certification can only be obtained through the Sacramento Office of the California Secretary of State.

Registered Name: TARGETSOLUTIONS, INC.

Business type: CORPORATION

Corporation type: PROFIT

Date incorporated: DEC 13 1999

State of incorporation: CALIFORNIA

Filing date: DEC 13 1999

Registration ID: C2204979

Status: ACTIVE

Where filed: BUSINESS PROGRAMS DIVISION, SACRAMENTO, CA

Registered agent: JON DONALD HANDY, 10805 RANCHO BERNARDO ROAD;SUITE 200, SAN DIEGO, CA, 921270000

Principals: JON DONALD HANDY, CHIEF EXECUTIVE OFFICER, 10805 RANCHO BERNARDO ROAD, SAN DIEGO, CA, 921270000

OPERATIONS

05/03/2014

Description: Provides business consulting services, specializing in safety training services. Provides schooling or educational services, specializing in non-degree continuing educational services.

ADDITIONAL TELEPHONE NUMBER(S): Toll-Free 800 840-8048.

Terms are revenues derived from long term subscription. Sells to commercial concerns. Territory : International.

Employees: 54 which includes officer(s) and 5 part-time.

Facilities: Leases 10,000 sq. ft. in a two story building.

Location: Central business section on main street.

UNSPSC

UNSPSC (United Nations Standard Product and Services Code) is a globally accepted commodity (Product and Services) classification system. TARGETSOLUTIONS, INC. offers the following product(s) and service(s):

- 86000000** **Education and Training Services**
- 86101709** **Safety training services**

NAICS

Beginning in 1997, the **Standard Industrial Classification (SIC)** was replaced by the **North American Industry Classification System (NAICS)**. This six digit code is a major revision that not only provides for newer industries, but also reorganizes the categories on a production/process-oriented basis. This new, uniform, industry-wide classification system has been designed as the index for statistical reporting of all economic activities of the U.S., Canada, and Mexico.

- 541618** **Other Management Consulting Services**
- 611699** **All Other Miscellaneous Schools and Instruction**

SIC

Based on information in our file, D&B has assigned this company an extended 8-digit SIC. D&B's use of 8-digit SICs enables us to be more specific to a company's operations than if we use the standard 4-digit code.

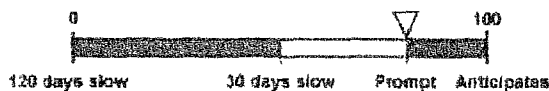
- 87489909** **Safety training service**
- 82990201** **Educational service, nondegree granting: continuing educ.**

D&B PAYDEX

The D&B PAYDEX is a unique, dollar weighted indicator of payment performance based on up to 29 payment experiences as reported to D&B by trade references.

3-Month D&B PAYDEX: 79

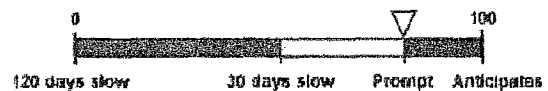
When weighted by dollar amount, payments to suppliers average 2 days beyond terms.



Based on trade collected over last 3 months.

D&B PAYDEX: 79

When weighted by dollar amount, payments to suppliers average 2 days beyond terms.



Based on up to 24 months of trade. When dollar amounts are not considered, then approximately 96% of the company's payments are

within terms.

PAYMENT SUMMARY

The Payment Summary section reflects payment information in D&B's file as of the date of this report.

Below is an overview of the company's dollar-weighted payments, segmented by its suppliers' primary industries:

| | Total Rcv'd (#) | Total Dollar Amt (\$) | Largest High Credit (\$) | Within Terms (%) | Days Slow (%) | | | |
|----------------------------------|-----------------|-----------------------|--------------------------|------------------|---------------|-------|-------|-----|
| | | | | | <31 | 31-60 | 61-90 | 90> |
| Top industries: | | | | | | | | |
| Nonclassified | 5 | 6,850 | 5,000 | 100 | - | - | - | - |
| Misc business service | 5 | 3,250 | 1,000 | 100 | - | - | - | - |
| Misc business credit | 4 | 9,600 | 7,500 | 100 | - | - | - | - |
| Misc equipment rental | 3 | 800 | 250 | 100 | - | - | - | - |
| Telephone communictns | 2 | 3,500 | 2,500 | 86 | 14 | - | - | - |
| Help supply service | 1 | 7,500 | 7,500 | 100 | - | - | - | - |
| Whoi office supplies | 1 | 1,000 | 1,000 | 50 | 50 | - | - | - |
| Management services | 1 | 1,000 | 1,000 | 100 | - | - | - | - |
| Reg misc coml sector | 1 | 250 | 250 | 100 | - | - | - | - |
| Lithographic printing | 1 | 50 | 50 | 100 | - | - | - | - |
| Other payment categories: | | | | | | | | |
| Cash experiences | 5 | 2,050 | 1,000 | | | | | |
| Payment record unknown | 0 | 0 | 0 | | | | | |
| Unfavorable comments | 0 | 0 | 0 | | | | | |
| Placed for collections: | | | | | | | | |
| With D&B | 0 | 0 | | | | | | |
| Other | 0 | N/A | | | | | | |
| Total in D&B's file | 29 | 35,850 | 7,500 | | | | | |

The highest **Now Owes** on file is \$5,000

The highest **Past Due** on file is \$750

D&B receives over 600 million payment experiences each year. We enter these new and updated experiences into D&B Reports as this information is received.

PAYMENT DETAILS

Detailed payment history

| Date Reported (mm/yy) | Paying Record | High Credit (\$) | Now Owes (\$) | Past Due (\$) | Selling Terms | Last Sale Within (months) |
|-----------------------|---------------|------------------|---------------|---------------|----------------|---------------------------|
| 05/14 | Ppt | 250 | 100 | | Lease Agreemnt | |
| 04/14 | Ppt | | 500 | 0 | | 1 mo |
| | Ppt | | 50 | 0 | | 1 mo |
| | Ppt | 7,500 | 0 | 0 | | 6-12 mos |
| | Ppt | 7,500 | 0 | 0 | | 6-12 mos |
| | Ppt | 1,000 | 1,000 | 0 | Lease Agreemnt | 1 mo |
| | Ppt | 100 | 100 | 0 | Lease Agreemnt | 1 mo |

| | | | | | | |
|-------|--------------------|-------|-------|-----|--------------|----------|
| | (008) | 50 | | | Cash account | 1 mo |
| 03/14 | Ppt | | 1,000 | 0 | | 1 mo |
| | Ppt | 2,500 | 0 | 0 | | 6-12 mos |
| | Ppt | 1,000 | 500 | 0 | | 1 mo |
| | Ppt | 750 | 0 | 0 | | 6-12 mos |
| | Ppt | 750 | 0 | 0 | | 6-12 mos |
| | Ppt | 500 | 0 | 0 | | 6-12 mos |
| | Ppt | 250 | 0 | 0 | | 6-12 mos |
| | Ppt | 50 | | | | 1 mo |
| | Ppt-Slow 30 | 1,000 | 500 | 0 | N30 | 1 mo |
| | Ppt-Slow 30 | 1,000 | 1,000 | 750 | | 1 mo |
| | (019) | 250 | | | Cash account | 2-3 mos |
| 02/14 | (020) | | | | Sales COD | 1 mo |
| | (021) | 1,000 | | | Cash account | 1 mo |
| 11/13 | Ppt | 5,000 | 5,000 | 0 | | 1 mo |
| | Ppt | 1,000 | 1,000 | 0 | | 1 mo |
| | Ppt | 500 | 500 | 0 | | 1 mo |
| | Ppt | 250 | 250 | 0 | | 1 mo |
| | Ppt | 100 | 100 | 0 | | 1 mo |
| 05/13 | (027) | 750 | | | Cash account | 1 mo |
| | (028) | 250 | | | | 1 mo |
| ◆◆◆◆ | ◆◆◆◆ Satisfactory. | | | | | |
| 04/13 | Ppt | 1,000 | 0 | 0 | | 6-12 mos |

Each experience shown is from a separate supplier. Updated trade experiences replace those previously reported.

PAYMENT TRENDS

SUPPLIER VERSUS INDUSTRY PAYDEX

| | | | | | | | | | | | | | | | | | |
|---|---------------------|-----|-----|------|-----|-------------------------------|-----|-----|-----|-----|-----|-----|------|-----|-----|-----|-----|
| -> | PRIOR 4 QTRS | | | | | CURRENT 12 MONTH TREND | | | | | | | | | | | |
| | 2012 | --- | --- | 2013 | --- | --- | --- | --- | --- | --- | --- | --- | 2014 | --- | --- | --- | --- |
| | JUN | SEP | DEC | MAR | JUN | JUL | AUG | SEP | OCT | NOV | DEC | JAN | FEB | MAR | APR | MAY | |
| Supplier | 74 | 76 | 79 | 79 | 79 | 79 | 79 | 79 | 79 | 79 | 79 | 79 | 80 | 80 | 79 | 79 | |
| PAYDEX | | | | | | | | | | | | | | | | | |
| Industry PAYDEX (Based on 11 establishments in SIC 8748) | | | | | | | | | | | | | | | | | |
| UP QRT | 80 | 80 | 80 | 80 | 80 | | | 80 | | | 80 | | | 80 | | | |
| MEDIAN | 78 | 77 | 77 | 78 | 78 | | | 78 | | | 78 | | | 78 | | | |
| LO QRT | 70 | 70 | 70 | 70 | 70 | | | 70 | | | 70 | | | 70 | | | |

PAYDEX scores are updated daily and are based on upto 13 months of trade experiences from the Dun& Bradstreet trade file.

All amounts displayed within this report are in local currency.

FINANCE

05/03/2014

As of April 11, 2014, outside sources confirmed operation and location.

PUBLIC FILINGS

The following Public Filing data is for information purposes only and is not the official record. Certified copies can only be obtained from the official source.

LIENS

A lienholder can file the same lien in more than one filing location. The appearance of multiple liens filed by the same lienholder against a debtor may be indicative of such an occurrence.

Amount: \$1,021 Corporate income tax
Status: Released
FILING NO.: 4609/626
Type: State Tax
Filed by: STATE OF FLORIDA DEPARTMENT OF REVENUE
Against: TARGETSAFETY.COM INC
Where filed: LEON COUNTY RECORDERS OFFICE, TALLAHASSEE, FL

Date status attained: 02/21/2014
Date filed: 12/06/2013
Latest Info Received: 03/24/2014

UCC FILINGS

Collateral: All Assets and proceeds - All Inventory and proceeds - All Chattel paper and proceeds - All General intangibles(s) and proceeds - and OTHERS
Type: Original
Sec. party: CITIZENS BANK OF PENNSYLVANIA, PLYMOUTH MEETING, PA
Debtor: TARGETSOLUTIONS, INC.
Filing number: 147401616747
Filed with: SECRETARY OF STATE/UCC DIVISION, SACRAMENTO, CA

Date filed: 03/04/2014
Latest Info Received: 03/21/2014

Collateral: Assets and proceeds - Equipment and proceeds
Type: Original
Sec. party: DE LAGE LANDEN FINANCIAL SERVICES, INC., WAYNE, PA
Debtor: TARGETSAFETY.COM, INC.
Filing number: 117289557904
Filed with: SECRETARY OF STATE/UCC DIVISION, SACRAMENTO, CA

Date filed: 10/28/2011
Latest Info Received: 11/11/2011

Collateral: Equipment and proceeds
Type: Original
Sec. party: WELLS FARGO FINANCIAL LEASING, INC., DES MOINES, IA
Debtor: TARGETSAFETY.COM, INC.
Filing number: 097198642107
Filed with: SECRETARY OF STATE/UCC DIVISION, SACRAMENTO, CA

Date filed: 06/05/2009
Latest Info Received: 06/11/2009

Collateral: General intangibles(s) - Leased Computer equipment - Leased Equipment
Type: Original
Sec. party: BANK OF THE WEST, WALNUT CREEK, CA
Debtor: TARGETSAFETY.COM, INC.
Filing number: 107255779457
Filed with: SECRETARY OF STATE/UCC DIVISION, SACRAMENTO, CA

Date filed: 12/28/2010
Latest Info Received: 01/10/2011

Collateral: General intangibles(s) - Leased Equipment - Leased Computer equipment

Type: Original
Sec. party: BANK OF THE WEST, WALNUT CREEK, CA
Debtor: TARGETSAFETY.COM, INC.
Filing number: 107233231628
Filed with: SECRETARY OF STATE/UCC DIVISION, SACRAMENTO, CA

Date filed: 05/28/2010
Latest Info Received: 06/03/2010

There are additional UCC's in D&B's file on this company available by contacting 1-800-234-3867.

The public record items contained in this report may have been paid, terminated, vacated or released prior to the date this report was printed.

GOVERNMENT ACTIVITY

Activity summary

| | |
|---|-----|
| Borrower (Dir/Guar): | NO |
| Administrative debt: | NO |
| Contractor: | YES |
| Grantee: | NO |
| Party excluded from federal program(s): | NO |
| Congressional District: | 49 |

The details provided in the Government Activity section are as reported to Dun & Bradstreet by the federal government and other sources.

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CERTIFICATE OF LIABILITY INSURANCE

OP ID: ZM

DATE (MM/DD/YYYY)

05/14/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|---|---|--|---|
| PRODUCER Shea Barclay (Tampa) Mike Shea 100 No. Tampa St., Ste 3530 Tampa, FL 33602 Mike Shea | Phone: 813-251-2580 Fax: 813-251-2583 | CONTACT NAME: PHONE (A/C No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: REDVE-1 | FAX (A/C No): |
| | INSURED Target Solutions, Inc. Attn: Annmarie Grimm 10850 Rancho Bernardo Road Suite 200 San Diego, CA 92127 | | INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: AIG INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: |

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR: INSR: WVR | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|----------------------|--------------------------|-------------------------|-------------------------|--|
| | GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$ |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$ | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| A | Technology E&O Retention | | 01-467-43-93 \$25,000 | 10/14/2013 | 10/14/2014 | Per claim Aggregate 2,000,000 2,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

| | | |
|--|---------------|---|
| CERTIFICATE HOLDER Department of Procurement Management 1700 Convention Center Drive Miami Beach, FL 33139 | DEPART | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Mike Shea |
|--|---------------|---|



CERTIFICATE OF LIABILITY INSURANCE

12/29/2014

DATE (MM/DD/YYYY)

12/23/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|--|--|--|
| PRODUCER Lockton Companies, LLC 195 Scott Swamp Road, Suite 201 Farmington CT 06032 860-678-4000 | CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: | |
| | INSURER(S) AFFORDING COVERAGE | |
| INSURED 1372711 Municipal Emergency Services, Inc. PO Box 636 Southbury CT 06488 | INSURER A: Travelers Property Casualty Co of America | |
| | INSURER B: Navigators Insurance Company | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |


COVERAGES **CERTIFICATE NUMBER:** 12640345 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|---|--------------------------|--------------------------|---|
| A | <input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | N | N | 630-3639A484-TIL | 12/29/2013 | 12/29/2014 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | N | N | 810-3639A484-TIL BA-3639A515-13-CAG (TX&W.A) | 12/29/2013 12/29/2013 | 12/29/2014 12/29/2014 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | N | N | NY13UNR300442IV | 12/29/2013 | 12/29/2014 | EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX |
| A | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | UB-3639A484-13 | 12/29/2013 | 12/29/2014 | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER **CANCELLATION**

| | |
|--|--|
| 12640345 Evidence of Insurance | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE  |



Tab 2- Experience and Qualifications

2.1 Qualifications of Proposing Firm:

TargetSolutions' mission statement reads as follows: We are committed to helping our clients minimize their exposure to risk, by delivering technology based training and risk management solutions that can be quickly implemented and easily accessed at an affordable cost.

QUALIFICATION SUMMARY

TSC boasts a suite of applications specifically intended for Fire/EMS departments. We are industry leaders in the creation of a complete risk management solution which enables Fire and EMS organizations to maintain compliance, manage the documentation of firefighter training, training related tasks, promote safety, reduce losses, stay current with EMS CE hours, and improve communication. The system also offers the ability to create and deliver custom tests, store and display multiple types of documents, track and benchmark surveys, record station level training and tasks, track ISO requirements, send out policies that will require an online signature when read, and much more.

ABILITY AND CAPABILITY TO PERFORM REQUIRED SERVICES

TSC invests heavily in our employees and our technology. Upon award of the contract to TSC, the City of Miami Beach will begin working with Account Manager, Ann Gruetzmacher, right away.

TSC's Help Desk is available 24/7 to answer your and your employees' questions and ensure that you are maximizing your use of the platform. Whatever your question, you can rely on the Help Desk to show you how to navigate the system and reach your training and compliance goals.

Our experienced developers work alongside the Client Services and Sales departments to create a customized solution that looks and feels like a seamless extension of your organization. We can tailor this solution to match your website branding, incorporate your department's content materials and policies in training courses or as stand-alone assignments, create customized reporting options, provide video hosting, and integrate your training site with third-party vendors.

TSC's Technical Development Team builds and maintains the core platform, as well as integrating external applications delivered on that platform. The members of this team are experienced in project management, API development and integration, user interface design and development, Q/A testing, new technology research, database design and coding, web application design and coding, and many other online service development talents. The group specializes in large scale web-based services that are easy-to-use by non-technical users.



FIRE INDUSTRY PARTNERSHIPS

TargetSolutions is committed to serving the Fire Industry. Among our industry partnerships:

National Fire Protection Association (NFPA) –In 2002, NFPA invested in TargetSafety to enable the company to deliver online training courses to serve NFPA’s Fire Service members. NFPA was instrumental in financing the development of content and advanced applications for the Fire Service and is the Company’s largest outside shareholder. The NFPA has representation in the TSC Board.

IAFC – TSC is an International Association of Fire Chiefs partner. TSC has underwritten a \$1.5 million grant to the fire service with the IAFC to give back to the fire community. In the past we offered free training for events such as the National Firefighter Safety Stand Down, of which 14,000 courses were completed. Together with IAFC Board, we initiated and sponsored the 2011 VCOS Training Officer of the year award.

International Society of Fire Service Instructors (ISFSI) –ISFSI is partnered with TSC to review and develop relevant and cutting-edge training content to the fire industry. ISFSI and TSC host “Distance Learning in the Fire Industry,” symposiums intended for instructors and anyone else in the fire service interested in e-learning.

Regional / Industry Segment Partnerships include SFFMA, SEAFAC, NYSAFC and VCOS.

Chief Alan Brunacini Boss Behavior and Leadership Training Online – Brunacini Functional Boss Behaviors training can be made available to all members.

Relevant Experience and Proven Track Record

Case Study 1:

SAN JOSE FIRE DEPARTMENT, CA

"Prior to implementing PreventionLink, we could never get 100% participation in training, since firefighters would miss sessions due to illness or disability. Now, we can easily identify who has not completed the training and develop an individualized program that delivers the required training to everyone on the line. We can also create, assign, and track completion of the safety alerts, manipulative exercises, and custom courses we have developed."

-Dave Barnett Captain, San José Fire Department

San José has had great success using PreventionLink. In just one quarter, San José developed six EMS courses, offered three TargetSafety courses, provided five safety alerts, and created more than eight custom assignments. San José estimates they will save \$125,000 annually using TargetSafety's PreventionLink platform. A large portion of their savings comes from being able to offer training online.

San José chose the TSC platform based on our superior customer service and proven success record with other fire departments. San José's goal was to move as much of the didactic portion of training as possible to an online platform, reserving out-of-service time for manipulative skills training. San José was certain that TSC would help them more efficiently deliver, track, and record required training. Since new skills training is required every time protocols change in their County, San José also needed an efficient way to keep up with the county's directives. The Department took advantage of TSC's Custom Activities Manager and Custom Tests applications to deliver training and safety alerts to all of its personnel, thereby maintaining compliance with county requirements as well as state and national mandates. Offering online training also allowed San José to keep its firefighters in the field. Over the last year, San José has also taken advantage of:

- **Credentials Manager** – to monitor EMT licenses and specific firefighter specialty training
- **Community Resources** – to share Department best practices and training documents with other TargetSafety clients
- **Advanced Reporting** – to submit and track monthly California Fire Fighter Joint Apprenticeship Committee (JAC) forms

Current Site Administrator: Matthew Paiss, Training Captain, 1 (408) 277-4251, Matthew.Paiss@sanjoseca.gov



Case Study 2:

JACKSONVILLE FIRE & RESCUE, FL

"Perhaps the most valuable benefit of our program is the record-keeping system that tracks all training - automatically. We have also been impressed with the response from the TargetSolutions client services team whenever an issue arises requiring our attention.

TargetSolutions unique position as the only web-based training firm partnered with the National Fire Protection Association makes them the only logical choice for a fire service organization. We are proud of the partnership the JFRD has formed with TargetSolutions and look forward to a long and mutually rewarding relationship."

- Former Captain Nick Tison, Jacksonville Fire & Rescue Jacksonville, FL

JFRD's original vendor for on-line EMS training services proved unable to solve many of their problems. In the fall of 2004, JFRD began using TSC's online training and training management system. It quickly became apparent that not all online training vendors are created equal and that EMS continuing education courses are only a small portion of what is possible with an online training solution.

TSC provides JFRD with 60 hours of online EMS continuing education as well as fire-specific courses endorsed by the NFPA, as well as human resource topics, OSHA courses, HazMat refresher and Terrorism training all in one package. One of the greatest benefits of TSC over JFRD's previous vendor is a suite of management tools to easily track, manage, assign, document, and keep records of all training automatically. Furthermore, JFRD can customize each TSC training course by adding specific policies and procedures into each course. Training personnel can also develop custom courses, reducing the amount of lecture time required and allowing more time for additional hands-on training.

With TSC, JFRD has been able to maintain a better balance of training. By allowing personnel to complete EMS continuing education training as well as NFPA, OSHA and human resource training online when and where they have time around their own unique schedules, JFRD training personnel can now devote even more time to essential hands-on training tasks.

Significant Cost Savings:

TSC allows access to all training courses anytime and personnel can access training from any computer with an Internet connection. Therefore, training can be completed at the station during on-shift downtime or even from home. This has allowed JFRD to train more efficiently and has resulted in significant cost savings. JFRD has reduced the costs associated with travel and overtime as well as the administrative costs related to delivering and documenting traditional training. JFRD has realized a cost of training of less than \$4 per training hour, significantly lower than past training methods. While utilizing TSC's services, the city of Jacksonville has experienced a significant and substantial cost savings that has surpassed their expectations.

Current Site Administrator: Billy "Greg" Roland, Fire District Chief Training, 1 (904) 997-4920, broland@coj.net

Case Study 3:

PINELLAS COUNTY TRAINING GROUP

"The program developed by TargetSolutions made the ISO inspection very easy. We were easily able to take the recordkeeping data from TargetSolutions and put it into a spreadsheet and that streamlined the process for the whole county. Once ISO saw what we had done, they were very happy. TargetSolutions made the entire inspection so much smoother than in the past."

- Tim Riley, Training Chief, Dunedin Fire Dept.

The Group:

There are 18 different municipal and special district fire departments spread across 280 square miles of land that make up Florida's Pinellas County. Each department runs independently, but utilizes the same dispatch system and operating procedures when responding to an excess of 150,000 training system and help personnel meet the needs of more than one million residents and visitors in Pinellas County, 17 of the county's departments joined to form the Pinellas County Training Group.

The Challenge:

With more than 1,300 personnel spread across the county, tracking and logging training records was a considerable challenge for the Group's departments. In the past, some of the Group's training programs that required numerous steps to record completed training activity. Although the departments were able to produce reports with these systems, the various methods were time consuming, complex and inconsistent. Something needed to be done to simplify the process and put everyone on the same page. "The old system didn't work for what was required for ISO reporting," said Randy Keirn, the district chief for Lealman Fire Department. "With the old system, we'd do training and have to create codes with no rhyme or reason. It just didn't work like we wanted, so we needed to start over." Improved reporting and tracking weren't the training was scheduled annually based on determined needs and requirements. But that method only scratched the surface of the departments' true goals. The departments needed an online format that was easier to operate and would allow personnel to meet training objectives while simultaneously providing service to the community.

The Solution:

With clear challenges in its training system, the Group turned to TSC for answers. The initial reason for coming to TSC was the impressive menu of OSHA/safety courses. The addition of supervisor, driver/operator and NFPA 1001-1500 courses immediately enhanced the quality of the departments' training while making better use of their employees' time. But the biggest success TSC helped the Group achieve was vastly superior reporting and tracking ability. TSC Reports Manager allowed the organization to comply with its scheduled ISO audit in September 2010. The process of completing the Training Section of the ISO report took just one hour and was "seamless," according to Guy Keirn, the training chief for Pinellas Park Fire Department.

Current Site Administrator: Joe Bruni, Division Chief of Training, 1 (727) 448-3901 joe.bruni@stpete.org



What Our Clients Are Saying

"Before TargetSolutions, we had no checks and balances; we had no alerts. With 347 employees, no one training officer has the ability to check EMT certifications, for example. There is just no better system for that without a tool like TargetSolutions." Dan Collins, Fire Captain, Cal Fire San Diego

"TargetSolutions is the best decision I ever made. They go a long way to assist the department and assist me with my job. If it's on our TargetSolutions system, we're good." Mark Fleming | Div. Chief, EMS City of Lawrence Fire Department, IN

"TargetSolutions is convenient, cost-effective and easy to use. With it, we have decreased our training expenses and improved our ability to track all types of instruction" Eric Peterson | 2nd Lieutenant, Ocean City Fire Department, MD

"The platform continues to add more applications and tools all the time that have really made TargetSolutions an integral part of the Hinesville Fire Department. With the user-friendly environment and customer service that is above and beyond all, TargetSolutions is an asset for our small department."

Captain Kristian M. Johanson, Hinesville Fire Department

"Prior to implementing TargetSolutions, we could never get 100% participation in training, since firefighters would miss sessions due to illness or disability. Now, we can easily identify who has not completed the training and develop an individualized program that delivers the required training to everyone on the line. Captain Dave Barnett San Jose Fire Dept.

Case Studies

Cal Fire San Diego- 350 Employees:

<http://media.targetssafety.com/media/TSC/MarketingDocuments/3-CalFireSD-CaseStudy.pdf>

San Mateo Fire- 300 Employees:

<http://media.targetssafety.com/media/TSC/MarketingDocuments/11-CentralSanMateo-CaseStudy.pdf>

El Paso Fire- 850 Employees:

<http://media.targetssafety.com/media/TSC/MarketingDocuments/5-ElPasoFD-CaseStudy.pdf>

Glendale Fire- 250 Employees:

<http://media.targetssafety.com/media/TSC/MarketingDocuments/1-GlendaleFD-CaseStudy.pdf>

2.2 Qualification of Proposer Team:

The TargetSolutions Point of Contacts that will work directly with the City of Miami Beach

Rhianna Syvertsen, Regional Sales Manager

4.5 years experience

954-881-3121, rdds@targetsolutions.com

Overall Business Contact- As the Regional Sales Manager Rhianna will provide your department with any updated product information and make sure the City of Miami Beach is aware of and has access to all of the product enhancements and new content releases. When considering adding to or enhancing the product, she will be the business liaison.

Ann Gruetzmacher, Account Manager

3 years experience

858.371.7149, ann.gruetzmacher@targetsolutions.com

Dedicated Support Specialist- Ann will be the main support contact for the City of Miami Beach Fire Rescue department. Her role includes building your actual training site and working with your team to load personnel information and customize the site for Miami Beach Fire Rescue. Ann will lead the initial training sessions with your administrators and continue communication necessary to ensure your team is fully utilizing the TSC site.

Tim Riley, Product Specialist

8 years of experience

727-742-5964, tjr@targetsolutions.com

Training and ISO Specialist- As the Product Specialist Tim conducts hands-on training sessions throughout different regions to communicate best practices when using the platform and to assist clients with better utilization. Tim will be available to assist with any hands-on training that is needed for the City of Miami Beach Fire Rescue Department and will actively monitor your site usage and contact your team with any suggestions for better utilization.

Tab 3- Scope of Services Proposed

Why we believe TargetSolutions is the best option for the City of Miami Beach:

TargetSolutions is the only provider that can supply ALL of the City of Miami Beach course offerings requested: Various on-line courses covering, but not limited to, EMS Basic and Advanced Level Training, NFPA 1500/1001/1021/1584/1403, RT-130 Annual Wildland Fire Safety Refresher, S-190 Introduction to Wildland Fire Behavior, First Responder Operations, Hazmat Refresher, OSHA General Safety, HR, Emergency Vehicle Operator, EVO for Supervisors, Employment Practices.

In response to Appendix C Minimum Requirements and Specifications:

- **System Functionality Requirements:** TargetSolutions' platform meets all bullet point items included in this section.
- **System Reporting & Tracking Requirements:** TargetSolutions' platform meets all bullet point items included in this section.
- **System Technical Requirements:** TSC's applications/systems/etc. are completely compatible with the most current version of Windows. We utilize an SQL database.
- **Successful Proposer Requirements:** TargetSolutions will provide all services requested in this section by the City of Miami Beach.

TargetSolutions can provide CE's for EMT's, Instructors and Inspectors – TSC is nationally accredited and approved in the state of Florida for EMS Continuing Education. Additionally, it is important to note TSC has received approvals from the State Fire College in Ocala for continuing education hours for Inspectors and Instructors. We do automated reporting for both EMS and Fire.

Fire Advisory Board – TSC has established an advisory board to help oversee content and to review new content and new applications for the fire industry. The Chairman of the advisory board, Chief Alan Brunacini has developed training exclusively for TSC on Boss Behavior, Leadership, and customer service.

EMS Advisory Board – TSC has established an advisory board to help oversee content and to review new content and new applications for the EMS industry. We maintain a staff of NREMTs, as well as an industry recognized EMS Advisory Board, and a Chief Medical Officer that all content is vetted through. We also maintain CECBEMS Organizational Accreditation.

Diverse Courseware – In addition to FF/EMT training, TSC also offers training courses for administration and dispatch. These topics include office safety, office ergonomics, workplace violence stress, risk assessment and much more. TSC also offers an 18-course Emergency Vehicle Operator driver program. TSC's goal is to offer a one-stop shop for the fire industry with diverse courseware.

Hazmat First Responder Operations Refresher (FRO) – TSC offers the Hazmat FRO in an 8-hour, 4 module program. We know of no other online vendor that offers this training with LMS, EMS, HR, and OSHA training courses specific to the fire industry.

Custom Courses – Miami Beach Fire Rescue will have the ability to create department-specific online courses with tests. With any custom course, or existing TSC course, Miami Beach Fire Rescue will have the ability to add policies, protocols and procedures, or other documents directly into the course content.

Custom Tests – TSC's Custom Tests is our highly sophisticated, customized application for testing. Miami Beach Fire Rescue will be able to build limitless banks of test questions, create tests, assign them, customize how they are delivered (randomized, # of questions, passing grade, etc) and track their completion. Grading is automated.

Shared Network for Training – TSC provides a network online for training among all of its 2,500 fire department clients. Departments are able to share information, policies, procedures, protocols, documents, training presentations, websites and other information, if they choose.

TargetSolutions' on-line training program can provide the requested functionality and requirements with minor clarifications:

- A. TargetSolutions' platform provides the ability to assign and track training for:
 - 1. Individual or Company Training
 - a. Can be based on training needs, requirements, and/or compliance.
 - b. Can also customize start and due dates for all curriculums with e-mail reminders sent when the curriculum is both available and overdue.
 - 2. Trainings can be from more than 400 hours of TS specific content or an unlimited number of your own trainings or documentation (i.e. policies, user developed trainings, or outside agency trainings)
 - a. The platform also allows for the scanning in and reporting of licenses and certificates
 - b. Ability to retrieve and analyze online class evaluations
 - 3. Ability for reports to be run by the following:
 - a. Individual (only on themselves)
 - b. Supervisor (for anyone that reports to them)
 - c. Administrators (on the department as a whole)
 - 4. Ability to sort and recall specific training needs and requirements such as:
 - a. ISO Training (2013 Standard)
 - b. Customized Task Books
 - c. Bunker Gear, SCBA's, and Rig Inspections (automatically tracks the inspection and applies the training to the proper 'credential')
 - d. Health and Fitness
 - e. License recertification (i.e. State and NREMT License, HAZMAT, ARFF, etc.)
 - f. Reports can be created at will to query all necessary information including:
 - a. Name
 - b. Date of Birth
 - c. Date of Hire
 - d. DPSST Number
 - e. EMT Cert No. & Expiration
 - f. Date of Promotion
 - g. Rank
 - h. Assigned Subordinates
 - i. Supervisor of Record
 - j. Position
 - k. Shift
 - l. Assignment
 - m. Specialty Team(s)
 - n. Bi-Lingual

- B. TargetSolutions custom reports are available in:
 - 1. A new window online and printable
 - 2. Easily exported into an excel spreadsheet with a single 'mouse-click'
- C. 'Smart Search' capabilities are built into all searching capabilities within the TargetSolutions platform.
- D. Events Manager gives you the ability to schedule and track and Practical or "Hands On" trainings along with any meetings with customizable invitations and reminders for all employees within the TS platform.
 - 1. Additional capabilities allow for integration with MS Outlook and reservation of rooms/facilities
- E. TargetSolutions' Testing includes
 - 1. Class comprehension Testing
 - 2. Ability to generate Custom Tests to specifically meet your specific needs
 - 3. Generates custom Certificates of Completion
 - 4. Reporting and analysis of online testing results
- F. Community Resources
 - 1. Your agency will have access to TSC's exclusive Community Resources which is a sharing community for documents (i.e. videos, power points, pdf, word documents, and more) from more than 2,300 agencies including 1,500 fire departments.
- G. TargetSolutions' Information Sharing Abilities
 - 1. Import / Export of data to multiple systems
 - 2. TargetSolutions has the ability to communicate with email systems including group wise
 - 3. TSC's platform is compatible with Windows 7 and Office 2010

Scope of Work for TargetSolutions

Summary of Features:

- Dedicated Account Manager to provide ongoing support and implementation assistance
- Ongoing Support 24/7
- Full Web enabled [Help Guide](#) including Video Tutorials
- Various on-line courses covering, but not limited to, EMS Basic and Advanced Level Training, NFPA 1500/1001/1021/1584/1403, RT-130 Annual Wildland Fire Safety Refresher, S-190 Introduction to Wildland Fire Behavior, First Responder Operations, Hazmat Refresher, OSHA General Safety, HR, Emergency Vehicle Operator, EVO for Supervisors, Employment Practices, Ethics.
- On-line [Course Catalog](#) with regular additions and updates
- Meets OSHA Requirements to deliver annual, awareness level safety training over the internet.
- Emergency Vehicle and Fire Apparatus Driving Safety Program
- First Responder to Terrorist Incident Training
- Ability to pause a lesson and easily restart at point of departure
- Interactive Training Courses with randomized testing and certificate of completion
- Easy Customization and Integration of Departmental Policies and Procedures into TSC course material
- Ability to have class evaluations conducted on-line and the ability for administrators to retrieve and analyze this data
- Ability to host and track any up-loadable training material.

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- Integration of numerous learning formats into courses including Power Points, streaming video, lesson plans, etc.
- Custom Course Creation (via Articulate™ integration) with customized certificates of completion, to include CE provider information
- Creation and delivery of customized tests
- Compliance Activity and Task Tracking via Custom Activities Manager application
- Recertification Tracker via Credentials Manager Application
- Ability to create and track ongoing certifications, qualifications, and licenses with notifications delivered on specific dates via Credentials Manager Application
- Ability to store departmental specific documents, files, videos, resources via Resource Center application
- Ability to share departmental specific resources with current TargetSolutions Fire Department clients via Community Resources application
- Ability to import and use departmental resources posted by other TargetSolutions Fire Department clients
- Ability to schedule and manage rosters for trainings, meetings, and other events via Event Manager application
- Ability to host, deliver, and record a live event through the PreventionLink Platform via Web Events application
- Ability to facilitate ongoing departmental discussions via Forums application
- On-line registration, confirmation, planning, testing, maintenance and retrieval of training records
- Password Recovery is handled easily via email reset capability
- High level system usage report available upon initial administrator login via Dashboard application, allows Administrators to quickly analyze their organizations' progress.
- Ability for individuals to print reports of their training activities, including ongoing certifications
- Ability for administrators to access and print reports of the training activities of individuals, groups and the entire fire department
- Ability to group employees by training need, define specific requirements and track compliance by group
- Ability of administrators to define training requirements for individuals or groups and to notify students of training requirements via email.
- Ability for assigned supervisors to document completed training performed as a group
- Ability to track individual student's on-line training activity
- Ability to export data in standard formats
- Tiered Management System
- The Shift Calendar application provides a valuable tool which coordinates and displays staff schedules, with the ability to interface with Google Calendars
- LMS Integration with Single Sign-on Capabilities via API
- American Heart Association recertification training content available for ACLS, PALS and BLS
- Track ISO compliant hours for both TSC courses and department hands on /classroom training
- API solutions to allow clients to develop integration with any capable third party vendor. Includes transmitting completion and assignment data, updating user information, adding and removing active users and updating credential information (licenses, qualifications, etc.). Integration with email providers is not necessary to benefit from the email notification capabilities offered through the TargetSolutions platform.
- Whitelisting instructions attached in the "System Specifications" document
<http://www.targetsolutions.com/clients/client-resources/>

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- In Florida, we will automatically report approved EMS and Fire CEUs to the State via FCDICE and CE Broker on your department's behalf.
- Ability to create and manage Daily Observation Reports and Task Books through the Activities Builder. Personnel can access, complete and submit the Daily Observation Report and Task Book exercises through the platform.
- Ability to upload SCORM compatible files.
- TargetSolutions maintains CECBEMS Organizational Accreditation
- TargetSolutions utilizes an EMS Advisory Board and Chief Medical Officer as industry references to our EMS course suite.

- **INSTALLATION AND CONFIGURATION** TargetSolutions' online platform is accessible via any internet enabled computer and requires minimum configuration/installation effort. The client is responsible for meeting the included System Requirements Addendum. TargetSolutions will provide a dedicated Account Manager during the implementation and general use of the online learning management platform. The Account Manager will assist in the Data Upload, Training and Final Rollout/Testing processes.
- **INTEGRATION** TargetSolutions, in collaboration with Fire District IT staff, will provide technical assistance to enable the integration of the TargetSolutions' online platform with the software/systems mentioned in the System Requirements: <http://www.targetsolutions.com/clients/client-resources/>
- **APPLICATION ACCESS SECURITY** TargetSolutions is single sign on capable through Open Authentication, or OAuth. The OAuth protocol used is complemented by OpenID. This technology was purposely chosen over Active Directory because the use of Lightweight Directory Access Protocols with cloud-based companies presents an inherent security risk to client systems. Also, OAuth protocol complemented by OpenID is the leading standard and used by major websites such as Google, PayPal, VeriSign and more.
- **TRAINING** TargetSolutions' Account Manager will schedule and complete training sessions, starting with the site Administrators. Officer training will follow.
- **MAINTENANCE AND SUPPORT** TargetSolutions offers online and telephone support 24 hours a day, 7 days a week. Our telephone support can offer assistance on most basic platform questions and problems. Online tutorials and help documents cover other, frequently asked questions and training/configuration related topics.

Optional services and features available for additional fee:

- Hosting, delivering, and recording live events via WebEvents
- LMS Integration with Single Sign-on Capabilities via API
- American Heart Association Curriculum through a integration and partnership with Healthstream
 - Health Care Provider (CPR)
 - Basic Life Support (BLS)
 - Advanced Cardiac Life Support (ACLS)
 - Pediatric Advanced Life Support (PALS)
 - Pre-Hospital Trauma Life Support (PHTLS)

Course Catalog

TargetSolutions' online course catalog delivers more than 250 hours of Fire & EMS recertification courses for emergency responders that have met stringent accreditation standards. Courses are based on the NFPA codes and standards, including NFPA 1001, 1021 and the 1500 Series. Courses allow first responders, EMT-Basics, EMT-Intermediates and EMT-Paramedics to complete their continuing education in an engaging format.

FIRE

NFPA 1001 SERIES | FIREFIGHTER I & II

TargetSolutions has a complete library of Firefighter I & II awareness and refresher level courses based on NFPA codes and standards.

- Building Construction
- Fire Behavior
- Fire Control
- Fire Department Communications
- Fire Detection, Alarm & Suppression Systems
- Fire Hose
- Fire Prevention and Public Education
- Fire Streams
- Firefighter Orientation and Safety
- Firefighter Personal Protective Equipment
- Firefighting Foams
- Forcible Entry into a Structure
- Ground Ladders
- Loss Control
- Portable Extinguishers
- Protection of Evidence of Fire Origin & Cause
- Rescue and Extrication
- Self-Contained Breathing Apparatus
- Vehicle Extrication
- Ventilation
- Water Supply

NFPA 1021 SERIES | COMPANY OFFICER

TargetSolutions has developed a complete line of company officer awareness and refresher level courses based on NFPA codes and standards.

- Action Plan Implementation
- Assuming the Role of Company Officer
- Budgeting
- Community Awareness
- Company-Level Training
- Elements of Supervision and Management
- Fire and Life Safety Inspections
- Fire Department Communications
- Fire Department Structure
- Fire Investigation
- Firefighter Safety and Health
- Government Structure
- Incident Response Safety
- Incident Scene Communications
- Incident Scene Management
- Information Management
- Labor Relations
- Leadership as a Group Influence
- Legal Responsibilities and Liabilities
- Pre-Incident Planning
- Professional Ethics
- Public Education Programs

NFPA 1500 SERIES

This series of courses is designed specifically for the fire industry and meets the NFPA 1500 code requirements. These courses were developed in conjunction with the NFPA, and specific content experts at the NFPA participated in their creation.

- Advanced HAZWOPER Awareness (Modules 1-4)
- Bloodborne Pathogens Safety
- Combustible & Flammable Liquids
- Compressed Gas Safety
- Confined Space Entry
- CPR Academic
- Driving Safety
- HAZMAT Spill Prevention & Control
- HAZMAT Transportation
- Laboratory Safety
- Materials Handling, Storage, Use & Disposal
- Personal Protective Equipment
- Respiratory Protection
- Right to Know (Hazard Communication)
- Welding Safety

GENERAL

- Customer Service for Fire Department Personnel
- Emergency Response to Terrorism (Modules 1-4)
- Fire & EMS Grant Writing
- Fire Industry Driver Intersection Safety
- Fire Industry Driver Operator
- Fire Industry Introduction to Wildland Fire Behavior
- First Responder Hybrid Vehicle Incidents
- First Responder Operations Level Refresher (Modules 1-4)
- Firefighter Rehabilitation (Modules 1 and 2)

WILDLAND FIREFIGHTING

- RT-130 Annual Wildland Fire Safety Refresher (Modules 1-4)
- S-190 Introduction to Wildland Fire Behavior (Modules 1-4)

EMERGENCY MEDICAL SERVICES

PREPARATORY

- Clinical Decision-Making
- Common Infectious Pathogens
- Communication and Documentation
- Cultural Diversity for EMS Providers
- Diet & Nutrition
- Health & Wellness
- HIPAA Awareness
- Infectious Disease Control
- Medical, Ethical, and Legal Issues
- Protecting Yourself from Influenza
- Therapeutic Communications
- Workplace Stress

AIRWAY

- Advanced Airways: Intubation and Beyond (2 hours)
- Airway Management Advanced (2 hours)
- Airway Management Basic
- Blind Nasotracheal Intubation
- Capnography
- Mechanics of Breathing
- Orotracheal Intubation
- Respiratory System A&P Review
- Suctioning the Patient Airway
- Supplemental Oxygen
- Tracheostomies Advanced

PATIENT ASSESSMENT

- Assessing the Patient with Major Trauma
- Patient Assessment Advanced
- Patient Assessment Basic
- Rapid Secondary Assessment
- Special Challenges in Patient Assessment

OPERATIONS

- Back Injury Prevention
- Confined-Space Entry
- Crime Scene Awareness
- Driving Safety
- Emergency Response to Terrorism (Modules 1-4)
- Fire & EMS Grant Writing
- First Responder Operations Level Refresher (Modules 1-4)
- Introduction to Hazardous Materials
- Managing Multiple Casualty Incidents
- Medical Extrication & Rescue
- Right to Know (Hazard Communication)

MEDICAL

- Acute Respiratory Distress Syndrome Advanced
- Allergies and Anaphylaxis Advanced
- Allergies and Anaphylaxis Basic
- Altered Mental Status Advanced
- Altitude Emergencies
- Aquatic Emergencies
- Asthma Advanced
- Behavioral Emergencies Advanced
- Behavioral Emergencies Basic
- Carbon Monoxide Poisoning
- Cardiac Emergencies Advanced
- Cardiac Emergencies Basic
- Cardiovascular Anatomy & Physiology Review
- Complete Resuscitation: Integrating Post-Care Advanced
- Date Rape Drugs
- Diabetic Ketoacidosis Advanced
- Endocrine System Emergencies Advanced
- Epilepsy
- Fundamentals of 12 Lead ECG Operation and Interpretation
- H1N1 (Swine Flu)
- Heat Illness and Emergencies
- Hematology
- HIV/AIDS Awareness
- Intraosseous Infusion Advanced
- Intro to Arrhythmias: Escape Rhythms and Premature Complexes
- Intro to Arrhythmias: Tachy-arrhythmias and Fibrillation

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- Managing Cardiac Arrest: During and After Resuscitation
- Medication Errors
- Methamphetamine
- MRSA Infections
- Non-Traumatic Abdominal Injuries
- Non-Traumatic Chest Pain
- Obstetrical Emergencies Advanced (2 hours)
- Operating an AED

SPECIAL CONSIDERATIONS

- Bariatric Patients
- Geriatric Behavioral Emergencies
- Geriatric Emergencies Advanced
- Geriatric Emergencies Basic
- Geriatric Hip Injuries
- Managing Chronic Care Patients
- Neonatology Advanced
- Obstetrical Emergencies Advanced (2 hour)
- Obstetrical Emergencies Basic
- Patient Abuse and Assault

- Pharmacology Advanced
- Pharmacology Basic
- Poisoning and Overdose
- Prehospital Pulmonary Embolism Care
- Renal Failure Advanced
- Respiratory Emergencies Advanced
- Respiratory Emergencies Basic
- Toxicology and Substance Abuse Advanced
- Understanding the Basics of ECGs

- Patients with Special Challenges
- Pediatric Airway Management Advanced
- Pediatric Assessment
- Pediatric Burns Advanced
- Pediatric Cardiac Arrest Advanced
- Pediatric Emergencies Advanced
- Pediatric Emergencies Basic
- Pediatric Shock Advanced (2 hours)
- Pediatric Trauma Advanced
- Sudden Infant Death Syndrome (SIDS)

OSHA & COMPLIANCE

TargetSolutions' online courses can be used to help comply with OSHA and other federal and state regulatory agency training mandates. Complete all of your required compliance training courses online, eliminating the logistic issues inherent in traditional training methods. OSHA & Compliance courses cover the following categories: General Safety, Environmental Awareness, Human Resources and supervisor-related course topics.

OCCUPATIONAL HEALTH & SAFETY

- Advanced Construction Safety (Modules 1-4)
- Aerosol Transmissible Diseases
- Alcohol-Free Workplace
- Asbestos Awareness
- Back Injury Prevention
- Building Evacuation and Emergencies
- Diet & Nutrition
- Disaster Preparedness
- Drug-Free Workplace
- Electrical Safety
- Eye Safety
- Fall Protection
- Fire Extinguisher Safety
- Fire Prevention Safety
- First Responder Operations Level Refresher (Modules 1-4)
- Forklift Safety
- General Construction Safety
- General First Aid Part 1
- General First Aid Part 2
- General Office Ergonomics

- Hand & Power Tool Safety
- Health & Wellness
- Hearing Conservation
- HIV/AIDS Awareness
- Incident Investigation
- Indoor Air Quality
- Industrial Ergonomics
- Ladder & Scaffolding Safety
- Laser Safety
- Lead Awareness
- Lock-Out / Tag-Out
- Machine Guarding
- Office Safety
- Radiation Safety
- Risk Assessment Analysis
- Slips, Trips, & Falls Prevention
- Trenching & Shoring
- Working in Extreme Temperatures
- Workplace Stress
- Workplace Violence

COMPLIANCE

- OSHA Log 300
- General HIPAA Awareness

- Sexual Harassment Awareness
- Workplace Diversity

HUMAN RESOURCES

TargetSolutions' Human Resources courses are designed to supplement the course catalog by providing training that is relevant and essential to all employees. Courses covering Employment Practices for Supervisors cover issues encountered in the workplace for individuals tasked with making employment decisions, including issues of harassment, hiring and termination, discrimination, evaluation and documentation.

HUMAN RESOURCES

- Alcohol-Free Workplace
- Computer Security Awareness
- Customer Service
- Drug-Free Workplace
- Ethics in the Workplace
- General HIPAA Awareness
- General Office Ergonomics
- Health & Wellness
- Office Safety
- Red Flag Rules (Identity Theft Protection)
- Sexual Harassment Awareness
- Workplace Diversity
- Workplace Stress
- Workplace Violence

EMPLOYMENT PRACTICES FOR SUPERVISORS

- Anger, Violence, and Conflict in the Workplace
- Dealing with Issues of Alcohol and Substance Abuse
- Discipline and Termination
- Employment Practices Overview
- Interviewing and Hiring
- Performance Management
- Preventing Discrimination in the Workplace
- Reasonable Suspicion of Alcohol for Supervisors
- Reasonable Suspicion of Drugs for Supervisors
- Understanding Employee Leave
- Motor Vehicle Incident Investigation for Supervisors
- Motor Vehicle Personnel Selection for Supervisors
- Motor Vehicle Safety Overview for Supervisors
- Sexual Harassment for Supervisors

EMERGENCY VEHICLE OPERATOR TRAINING

TargetSolutions' Emergency Vehicle Operator courses offer departments a convenient, easy-to-use, and time-saving solution to reduce motor vehicle losses, one of the costliest but least addressed losses in the workplace.

DRIVER CURRICULUM

- Accidents & Emergencies for Emergency Vehicle Operators
- Adjusting to Changing Conditions for Emergency Vehicle Operators
- Dangers of Speeding for Emergency Vehicle Operators
- Defensive Driving Strategies for Emergency Vehicle Operators
- Distracted Driving for Emergency Vehicle Operators
- Driver Safety Orientation for Emergency Vehicle Operators
- Emergency Vehicle Characteristics
- Emergency Vehicle Operations
- Impaired Driving for Emergency Vehicle Operators
- Intersection Safety for Emergency Vehicle Operators
- Legal Considerations for Emergency Vehicle Operators
- Safe Backing for Emergency Vehicle Operators
- Seat Belt & Airbag Safety for Emergency Vehicle Operators
- Securing Materials for Transportation for Emergency Vehicle Operator

TargetSolutions Approvals through Florida State Fire College 2014

| Course Title | Approved Hours Per Level | | | | Approval # |
|---|--------------------------|--------------|---------------|----------------|------------|
| | Firesafety Inspector | Instructor I | Instructor II | Instructor III | |
| | I | I | II | III | |
| Brunacini's Functional Boss Behaviors (Mod 1) | 1 | 1 | 1 | 1 | RN9355 |
| Brunacini's Functional Boss Behaviors (Mod 2) | 1 | 1 | 1 | 1 | RN9356 |
| Brunacini's Functional Boss Behaviors (Mod 3) | 1 | 1 | 1 | 1 | RN9357 |
| Brunacini's Functional Boss Behaviors (Mod 4) | 1 | 1 | 1 | 1 | RN9358 |
| Emergency Response to Terrorism (Mod 1) | 1 | 1 | 1 | 1 | RN9359 |
| Emergency Response to Terrorism (Mod 2) | 1 | 1 | 1 | 1 | RN9360 |
| Emergency Response to Terrorism (Mod 3) | 1 | 1 | 1 | 1 | RN9361 |
| Emergency Response to Terrorism (Mod 4) | 1 | 1 | 1 | 1 | RN9362 |
| First Responder Hybrid Vehicle Incidents | 1 | 1 | 1 | 1 | RN8732 |
| First Responder Operations Level (Mod 1) | 2 | 2 | 2 | 2 | RN9363 |
| First Responder Operations Level (Mod 2) | 2 | 2 | 2 | 2 | RN9364 |
| First Responder Operations Level (Mod 3) | 2 | 2 | 2 | 2 | RN9365 |
| First Responder Operations Level (Mod 4) | 2 | 2 | 2 | 2 | RN9366 |
| NFPA 1001 Building Construction | 1 | 1 | 1 | 1 | RN8733 |
| NFPA 1001 Fire Behavior | 1 | 1 | 1 | 1 | RN8765 |
| NFPA 1001 Fire Control | 1 | 1 | 1 | 1 | RN8766 |
| NFPA 1001 Fire Department Communications | 1 | 1 | 1 | 1 | RN8767 |
| NFPA 1001 Fire Detection, Alarm & Suppression Systems | 1 | 1 | 1 | 1 | RN8768 |
| NFPA 1001 Fire Hose | 1 | 1 | 1 | 1 | RN8769 |
| NFPA 1001 Fire Prevention and Public Education | 1 | 1 | 1 | 1 | RN8770 |
| NFPA 1001 Fire Streams | 1 | 1 | 1 | 1 | RN8771 |
| NFPA 1001 Firefighter Orientation and Safety | 1 | 1 | 1 | 1 | RN8772 |
| NFPA 1001 Firefighter Personal Protective Equipment | 1 | 1 | 1 | 1 | RN8773 |
| NFPA 1001 Firefighting Foams | 1 | 1 | 1 | 1 | RN8734 |
| NFPA 1001 Forcible Entry into a Structure | 1 | 1 | 1 | 1 | RN8774 |
| NFPA 1001 Ground Ladders | 1 | 1 | 1 | 1 | RN8775 |
| NFPA 1001 Loss Control | 1 | 1 | 1 | 1 | RN8776 |
| NFPA 1001 Portable Extinguishers | 1 | 1 | 1 | 1 | RN8819 |
| NFPA 1001 Protection of Evidence of Fire Origin & Cause | 1 | 1 | 1 | 1 | RN8777 |
| NFPA 1001 Rescue and Extrication | 1 | 1 | 1 | 1 | RN8778 |
| NFPA 1001 Self Contained Breathing Apparatus | 1 | 1 | 1 | 1 | RN8779 |
| NFPA 1001 Vehicle Extrication | 1 | 1 | 1 | 1 | RN8780 |
| NFPA 1001 Ventilation | 1 | 1 | 1 | 1 | RN8781 |



**TargetSolutions Approvals through
Florida State Fire College 2014**

Continued....

| | | | | | |
|--|---|---|---|---|--------|
| NFPA 1001 Water Supply | 1 | 1 | 1 | 1 | RN8782 |
| NFPA 1021 Action Plan Implementation | 1 | 1 | 1 | 1 | RN8735 |
| NFPA 1021 Assuming the Role of the Company Officer | 1 | 1 | 1 | 1 | RN8736 |
| NFPA 1021 Budgeting | 1 | 1 | 1 | 1 | RN8737 |
| NFPA 1021 Community Awareness | 1 | 1 | 1 | 1 | RN8738 |
| NFPA 1021 Company-Level Training | 1 | 1 | 1 | 1 | RN8739 |
| NFPA 1021 Elements of Supervision and Management | 1 | 1 | 1 | 1 | RN8740 |
| NFPA 1021 Fire and Life Safety Inspections | 1 | 1 | 1 | 1 | RN8742 |
| NFPA 1021 Fire Department Communications | 1 | 1 | 1 | 1 | RN8743 |
| NFPA 1021 Fire Department Structure | 1 | 1 | 1 | 1 | RN8744 |
| NFPA 1021 Fire Investigation | 1 | 1 | 1 | 1 | RN8745 |
| NFPA 1021 Firefighter Safety and Health | 1 | 1 | 1 | 1 | RN8746 |
| NFPA 1021 Government Structure | 1 | 1 | 1 | 1 | RN8748 |
| NFPA 1021 Incident Response Safety | 1 | 1 | 1 | 1 | RN8749 |
| NFPA 1021 Incident Scene Communications | 1 | 1 | 1 | 1 | RN8750 |
| NFPA 1021 Incident Scene Management | 1 | 1 | 1 | 1 | RN8751 |
| NFPA 1021 Information Management | 1 | 1 | 1 | 1 | RN8752 |
| NFPA 1021 Labor Relations | 1 | 1 | 1 | 1 | RN8753 |
| NFPA 1021 Leadership as a Group Influence | 1 | 1 | 1 | 1 | RN8754 |
| NFPA 1021 Legal Responsibilities and Liabilities | 1 | 1 | 1 | 1 | RN8755 |
| NFPA 1021 Pre-Incident Planning | 1 | 1 | 1 | 1 | RN8756 |
| NFPA 1021 Professional Ethics | 1 | 1 | 1 | 1 | RN8757 |
| NFPA 1021 Public Education Programs | 1 | 1 | 1 | 1 | RN8758 |
| NFPA 1403 Live Fire Training Evolutions | | 1 | 1 | 1 | RN9906 |
| NFPA 1584 Firefighter Rehabilitation (MOD #1) | | 2 | 2 | 2 | RN9907 |
| NFPA 1584 Firefighter Rehabilitation (MOD #2) | | 2 | 2 | 2 | RN9908 |
| NFPA 1500 Advanced HAZWOPER Awareness (Mod #1) | 2 | 2 | 2 | 2 | RN9351 |
| NFPA 1500 Advanced HAZWOPER Awareness (Mod #2) | 2 | 2 | 2 | 2 | RN9352 |
| NFPA 1500 Advanced HAZWOPER Awareness (Mod #3) | 2 | 2 | 2 | 2 | RN9353 |
| NFPA 1500 Advanced HAZWOPER Awareness (Mod #4) | 2 | 2 | 2 | 2 | RN9354 |
| NFPA 1500 Combustible & Flammable Liquids | 1 | 1 | 1 | 1 | RN8761 |
| NFPA 1500 Compressed Gas Safety | 1 | 1 | 1 | 1 | RN8762 |
| NFPA 1500 Materials Handling, Storage, Use & Disposal | 1 | 1 | 1 | 1 | RN8763 |
| RT-130: Annual Wildland Fire Safety Refresher (MOD #1) | | 2 | 2 | 2 | RN9902 |
| RT-130: Annual Wildland Fire Safety Refresher (MOD #2) | | 2 | 2 | 2 | RN9903 |
| RT-130: Annual Wildland Fire Safety Refresher (MOD #3) | | 2 | 2 | 2 | RN9904 |

Tab 4- Approach and Methodology

Approach to Excellent Product and Service

Based upon the criteria noted below, TargetSolutions (TSC) is uniquely qualified as a web based training organization capable of providing such an extensive array of services acceptable for firefighters and other first responders in the state of Florida and the United States. Each of the items below would differentiate TSC from all other online services; however, when viewed as an integrated set of services and training content, we are not aware of any other vendor that can make even a limited number of these claims. TSC has uniquely combined all the aspects listed below to provide a comprehensive and integrated platform for training, overall compliance, documentation and risk management.

NFPA Partner

In 2002, NFPA made an investment in TSC to enable the company to deliver online training courses to serve NFPA's Fire Service members. NFPA was instrumental in financing the development of content and advanced applications for the Fire Service and is the Company's largest outside shareholder

TargetSolutions' Firefighter Series

Working with fire department training professionals and the NFPA, we have identified the training courses appropriate for delivery over the Internet to meet the NFPA 1500/1001/1021/1584/1403 level training standards. These annual refresher courses are designed for first responders and the NFPA has provided us with content experts to review them. We are not aware of any other online training company today that offers this type and level of customized training content with the amount of FL State approvals for firefighters and other first responders.

OSHA Requirements

OSHA has identified two requirements to deliver annual, awareness level safety training over the Internet: 1) each employee engaged in training must be able to "ask a safety question" and receive a response from a trained safety professional; and 2) all training content must allow for some elements that are site specific. TSC has met these requirements and works closely with our clients to ensure that safety training content delivered online will meet the spirit and the letter of OSHA regulation.

ISO Compliance Tracking

ISO has several areas that fire departments are rated on for their fire training each year. TSC has a unique set of Custom Activities specifically designed to coordinate with these areas that will allow a fire department to thoroughly track the training in their department with reports customized specifically to ISO requirements. We are not aware of any other online training organization providing Custom Activities that are specific to fire department needs in relation to ISO compliance.

EMS Training – State of Florida Approved

Emergency Medical Technician - Basic, Emergency Medical Technician - Paramedic training. TSC meets and exceeds this requirement for its fire service customers using its expertise in web based training and continues to grow the EMS course catalog with our professional content development team, SMEs, EMS Advisory Board and Chief Medical Officer.

First Responder to Terrorist Incident Training

In 2002, TSC and the NFPA introduced a web based training course for first responders responding to a potential terrorist incident. This course was designed in conjunction with professionals from the NFPA, the fire service and US military and it is based upon terrorism training outlined by FEMA.

Emergency Vehicle and Fire Apparatus Driving Safety Program

TSC offers a unique program to assist fire departments to avoid driving accidents and incidents. The online program includes: 1) a management guide to implementing a comprehensive fleet and driving safety program; 2) policy and procedure templates to assist departments in the development of customized standards; 3) compliance task templates to track and monitor compliance with the department's policies, 4) specific training for supervisors of apparatus and emergency vehicle drivers, and; 5) a two-year, 16 training course curriculum designed for drivers of emergency vehicles and fire apparatus.

Interactive Training Courses

All TSC courses include multiple 'interactive lessons' to be completed by personnel in order to continue through the course. All TSC courses offer personnel the ability to 'ask a question' of a department training, safety, or EMS professional at any time during the course session. All TSC courses also allow personnel an opportunity to make a suggestion at the end of each course and complete an evaluation of each course.

Tiered Management System

While TSC offers its clients the ability to assign, monitor and document all TSC and non-TSC training; it also offers the ability to extend management responsibilities and reporting capabilities on a limited level to non-administrative personnel (i.e. shift officers, driver/operators and battalion chiefs).

Document Center and Compliance Tracking

TargetSolutions offers fire departments the ability to upload protocols, policies, procedures, links, power points and other necessary documents to be reviewed by personnel; these can be attached to a training course or be independent resources. By using these features and our reporting tools, each department can post information, create tests and assign and/or keep track of virtually any action (or inaction) within the department (i.e. Driver's License renewals, monthly inspections, annual certifications, TSC training, etc.). TSC is the only online training organization that offers compliance tracking capabilities and a document center as part of an integrated platform with the amount of FL State approved firefighter specific training, HR, HAZMAT, EMT, terrorism, driver, and safety training.

Community Resources

TSC offers fire departments the ability to easily share information—including training presentations, educational videos, policies, procedures, inspection forms and more—with other TSC clients and community members. Best of all, you can download, modify and assign these documents to your employees in just a few clicks of the mouse. Community members include the nation's leading fire and EMS departments providing you with centralized access to information and best practices you can't find anywhere else.

Event Manager

TSC offers clients the ability to create, schedule, track, and access reports on events such as: Instructor-led classroom training, Online meetings and webinars, New hire orientations, Recurring department meetings, and more. Event Manager allows easy access to user registration and attendance records and the ability to set up confirmation and reminder emails so that employees never miss a meeting, and employees can easily enroll and view upcoming event details.



Summary

Although training is available to firefighters from many sources, TSC is the only web based organization that offers the Firefighter Series, apparatus and emergency vehicle training for drivers and supervisors, compliance tracking, shared community resources and a customizable document center. No other training organization, either online or instructor-led, offers this complete set of training content and services.

There are many additional elements and features of our courseware, our service and our Safety Management System™ that we believe are superior to other Internet based training vendors.

TargetSolutions- Standard Implementation Schedule

Upon award of the contract to TargetSolutions, the City of Miami Beach Fire Rescue Department will have at its disposal a team of Client Service members, 24/7 telephone support, and an online, multi-media Self-Help library to assist in all phases of implementation and on-going support.

Installation and Set Up

First, the City of Miami Beach Fire Rescue Department ("CMB") will begin working with an Account Manager (Ann Gruetzmacher) from our Client Services team. This representative will work with your department as the primary contact to provide comprehensive training in use of the TargetSolutions' platform, answer any questions, and to make sure the platform is configured properly to support your specific needs. He / She will assist with initial customization of your site, assessment of training needs, train key individuals; help you develop, schedule and assign curriculum; and introduce new platform features to your organization.

On a monthly basis, you will be provided a review of your site and an overview of your organization's utilization. The Account Manager will offer suggestions on how your organization can benefit from other features of the platform. Account Managers are available 5 days a week 12 hours a day to provide assistance and answer questions.

Phase 1: Information Gathering - 2 Days

- TSC and CMB determine applicable job placement categories (i.e. job title, organization, license #).
- TSC and CMB determine program administrator(s).
- TSC and CMB determine any/all initial task forms to be created.

Phase 2: Design - 2-8 days (Varies with level of customization)

- TSC customizes site, courses, tasks and tests as specified by the CMB.
- TSC makes schedules available to all operators on the initial dates/times of class room training.

Phase 3: Test - 2-4 days

- TSC and CMB review site and all levels of customization to the CMB's level of satisfaction
- TSC makes modifications to the site as requested.

Phase 4: Installation – 1 Day

- Virtual installation with TargetSolutions; TSC to deliver one day of management training to any administrators of the program (if necessary).

Phase 5: Follow-up and Modification – On-going

- Conference call or onsite meetings will be held to discuss progress and new applications available.
- Meeting schedule TBD by the CMB to determine the progress & ensure the continued success of the program.
- Usergroups are done locally on an annual basis to promote collaboration between organizations in the use of the TargetSolutions platform. This allows organizations to share ideas, documents, trainings, and functionality of the TargetSolutions platform.

A. Instruction for Administrators

TargetSolutions provides one-on-one help from our Client Services team, Administrators will have full access to TargetSolutions' extensive multi-media, Self Help System which includes detailed user manuals, video tutorials, and answers to frequently asked questions.

B. Online Tech Support

CMB Administrators, Supervisors and users will have access to 24/7 telephone support and the online, multi-media Self-Help library to assist in all phases of implementation and on-going support.

Data Collection Requirements of Department

We require the following data from your department, in the provided template formats:

- 1) Roster Template and Credentials Templates- You must use the provided spreadsheets to collect the necessary personnel information. The sooner we have this information, the faster we can load it into your site and begin training.

The Roster Template is needed right away will be loaded first.

The Credentials Template- The Account Manager will discuss this template on your Initial Welcome Call. Your department will be tracking all certified credentials through the LMS. Therefore, we will need all license/credential information; Start Dates, Expiration Dates, License #s.

*Note- FCDICE Student ID numbers must be accurate for us to report CEUs to the state. A full list of your department FCDICE Student ID numbers should be available to your Chief on the Florida Fire College website.

IT Checklist/Minimum System Requirements

IT Checklist- The Minimum System Requirements will be provided right away and should be forwarded to the person at your department who handles IT. They will recognize this as a standard checklist for new clients.

Minimum System Requirements Provided in the following link, as well as in the following page:
<http://help.targetsolutions.com/entries/20531275-System-Specifications>

User Profile API- If you request or require this ability, we will provide you with a User Profile API that is capable of the following:

- Move a User into or out of a category group (switch a user from Shift A to Shift B, or from the rank of Firefighter to Engineer, etc.)
- Create a new user
- Inactivate an Active or Offline user

Your department will be able to use our Completion API to import completion data into any system capable of receiving it. You can use our APIs in any way they need as 'out of the box' functionality.

APPENDIX E PROPOSAL TENDER FORM

Failure to submit Section 5, Bid Price Form, in its entirety and fully executed by the deadline established for the receipt of bids will result in proposal being deemed non-responsive and being rejected.

Bidder affirms that the prices stated on the bid price form below represents the entire cost of the items in full accordance with the requirements of this ITB, inclusive of its terms, conditions, specifications and other requirements stated herein, and that no claim will be made on account of any increase in wage scales, material prices, delivery delays, taxes, insurance, cost indexes or any other unless a cost escalation provision is allowed herein and has been exercised by the City Manager in advance. The Bid Price Form (Section 5) shall be completed mechanically or, if manually, in ink. Bid Price Forms (Section 5) completed in pencil shall be deemed non-responsive. All corrections on the Bid Price Form (Section 5) shall be initialed.

Cost proposal shall include annual license and subscription fees to include on-line technical support and maintenance, training, startup materials, implementation, configuration, travel and lodging, and any other additional fees/cost required to meet the requirements listed in the Specifications.

| Item | Description | U / M | Unit Cost | Total (Quantity X Unit Cost) |
|--------------|--|-----------------|-------------|---------------------------------|
| 1 | Year 1 - License Fee - 203 Users | each | \$ 109.00 | \$ 22,127.00 |
| 2 | Year 2 - License Fee - 203 Users | each | \$ 109.00 | \$ 22,127.00 |
| 3 | Year 3 - License Fee - 203 Users | each | \$ 109.00 | \$ 22,127.00 |
| 4 | Year 4 - License Fee - 203 Users | each | \$ 109.00 | \$ 22,127.00 |
| 5 | Year 5 - License Fee - 203 Users | each | \$ 109.00 | \$ 22,127.00 |
| 6 | Additional Users Per Person Cost - Year 1 | each | \$ 109.00 | \$ — |
| 7 | Additional Users Per Person Cost - Year 2 | each | \$ 109.00 | \$ — |
| 8 | Additional Users Per Person Cost - Year 3 | each | \$ 109.00 | \$ — |
| 9 | Additional Users Per Person Cost - Year 4 | each | \$ 109.00 | \$ — |
| 10 | Additional Users Per Person Cost - Year 5 | each | \$ 109.00 | \$ — |
| 11 | Implementation Cost to include Professional Services | one time | \$ 1,500.00 | \$ 1,500.00 |
| 12 | Training (On Site - Minimum two (2) weeks) | one time | \$ | \$ |
| 16 | Other Cost Annual Maintenance | Annual one time | \$ 395.00 | \$ 1,975.00 |
| TOTAL | | | | 114,110.00 |

*Proposer to explain other cost: Annual Maintenance Fee - \$395.00 per year

| Bidder's Affirmation | |
|--|---|
| Company: | MES - Municipal Emergency Services, Inc. |
| Authorized Representative: | Troy Cool |
| Address: | 11437 43rd Street North, Clearwater, FL 33762 |
| Telephone: | 754-224-1995 |
| Email: | tcool@mesfire.com |
| Authorized Representative's Signature: | <i>Troy Cool</i> |



CONFIDENTIAL

TargetSolutions, Inc.

10805 RANCHO BERNARDO ROAD, SUITE 200
 SAN DIEGO, CA 92127-5703
 877-944-6372 - TOLL FREE
 858-592-6880 - DIRECT / 858-487-8762 - FAX

| | |
|--------------------|---------|
| DATE of SUBMISSION | |
| 5/15/2014 | |
| LICENSE TERMS: | 5 Years |

| |
|---|
| TS Sales Contact: Rhianna Syvertsen |
| Email: rds@targetolutions.com |
| Phone: 954-881-3121 |

Proposal To:

City of Miami Beach Fire Rescue Department
 Attn: City of Miami Beach Department of
 Procurement Management
 1700 Convention Center Dr.
 Miami Beach, FL 33139

TargetSolutions Online Training Platform License Customized Website, Administration Tools, and Applications

| DESCRIPTION | UNIT PRICE PER USER | QUANTITY (# of Users) | TOTAL |
|-----------------------------------|---------------------|-----------------------|----------------------|
| YR 1- Premier Membership Platform | \$ 109.00 | 203 | \$ 22,127.00 |
| YR 2- Premier Membership Platform | \$ 109.00 | 203 | \$ 22,127.00 |
| YR 3- Premier Membership Platform | \$ 109.00 | 203 | \$ 22,127.00 |
| YR 4- Premier Membership Platform | \$ 109.00 | 203 | \$ 22,127.00 |
| YR 5- Premier Membership Platform | \$ 109.00 | 203 | \$ 22,127.00 |
| YR 1- Annual Maintenance Fee | \$ 395.00 | 1 | \$ 395.00 |
| YR 2- Annual Maintenance Fee | \$ 395.00 | 1 | \$ 395.00 |
| YR 3- Annual Maintenance Fee | \$ 395.00 | 1 | \$ 395.00 |
| YR 4- Annual Maintenance Fee | \$ 395.00 | 1 | \$ 395.00 |
| YR 5- Annual Maintenance Fee | \$ 395.00 | 1 | \$ 395.00 |
| One Time Set-up Fee | \$ 1,500.00 | 1 | \$ 1,500.00 |
| | | | \$ - |
| | | | \$ - |
| TOTAL DUE | | | \$ 114,110.00 |

NOTES: This proposal is based on a 5 year term, Billed Annually.

By signing the Client agreement, you are 1) agreeing to the pricing and terms presented in this proposal; 2) agreeing you have read and accept the Client Agreement and License terms and; 3) agreeing you have read the TargetSolutions Platform System Requirements and Platform Solution Description documents listed in detail at the following url:

<http://www.targetolutions.com/clients/client-resources/>

TargetSolutions, Inc. business proposal pricing is good for 30 days from Date of Submission listed above.

Client Agreement

This Client Agreement (the "Agreement"), effected as of the date noted in the attached proposal (the "Effective Date"), is by and between TargetSolutions, Inc. ("TS"), a California corporation, and the undersigned client ("Client"), and governs the purchase and ongoing use of the services described in this Agreement (the "Services").

1. Services. TS shall provide the following services:

1.1. Access. TS will provide Client a non-exclusive, non-transferable, revocable, limited license to remotely access and use the Services hereunder and, unless prohibited by law, will provide access to any person designated by Client ("Users").

1.2. Availability. TS shall use commercially reasonable efforts to display its content and coursework for access and use by Client's Users twenty-four (24) hours a day, seven (7) days a week, subject to scheduled downtime for routine maintenance, emergency maintenance, system outages and other outages beyond TS's control.

1.3. Help Desk. TS will assist Users as needed on issues relating to usage via e-mail, and a toll free Help Desk five (5) days per week at scheduled hours.

2. Client's Obligations.

2.1. Compliance. Client shall be responsible for Users' compliance with this Agreement, and use commercially reasonable efforts to prevent unauthorized access to or use of the Services.

2.2. Identify Users. Client shall (i) provide a listing of its designated/enrolled Users; (ii) cause each of its Users to complete a profile; (iii) maintain user database by adding and removing Users as appropriate.

2.3. Future Functionality. Client agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any public comments regarding future functionality or features.

3. Fees and Payments.

3.1. Fees. Client will pay for the Services in accordance with the fee schedule in proposal attached to this Agreement. Fees, both during the initial Term, as well as any Renewal Terms, shall be increased by 2.5% per year.

3.2. Payments. All fees due under this Agreement must be paid in United States dollars. Such charges will be made in advance, according to the frequency stated in proposal. TS will invoice in advance, and such invoices are due net 30 days from the invoice date. All fees collected under this Agreement are fully earned when due and nonrefundable when paid.

3.3. Suspension of Service for Overdue Payments. Any fees unpaid for more than ten (10) days past the due date shall bear interest at 1.5% per month. TS shall have the right, in addition to all other rights and remedies to which TS may be entitled, to suspend Client's Users' access to the Services without notice until all overdue payments are paid in full.

3.4. Taxes. All fees under this Agreement exclude all sales, use, and other taxes and government charges, whether federal, state or foreign, and Client will be responsible for payment of all such taxes (other than taxes

based on TS's income), fees, duties, and charges, and any related penalties and interest, arising from the payment of any and all fees under this Agreement including the access to or performance of the Services hereunder.

4. Intellectual Property Rights.

4.1. Client acknowledges that TS alone (and its licensors, where applicable) shall own all rights, title and interest in and to TS's software, website or technology, the course content, and the Services provided by TS, as well as any and all suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Client, and this Agreement does not convey to Client any rights of ownership to the same. The TS name and logo are trademarks of TS, and no right or license is granted to Client to use them.

4.2. Except as otherwise agreed in writing or to the extent necessary for Client to use the Services in accordance with this Agreement, Client shall not: (i) copy the course content in whole or in part; (ii) display, reproduce, create derivative works from, transmit, sell, distribute, rent, lease, sublicense, transfer or in any way exploit the course content in whole or in part; (iii) embed the course content into other products; (iv) use any trademarks, service marks, domain names, logos, or other identifiers of TS or any of its third party suppliers; or (v) reverse engineer, decompile, disassemble, or access the source code of any TS software.

4.3. Client hereby authorizes TS to use Client's name, trademarks, or logos in promotional materials, press releases, advertising, or in other publications or websites, whether oral or written. Notwithstanding the foregoing, TS acknowledges that Client alone shall own all rights, title and interest in and to Client's name, trademarks, or logos, and this Agreement does not convey to TS any rights of ownership to the same.

4.4. Client hereby authorizes TS to share any intellectual property owned by Client ("User Generated Content") that its Users upload to the TS website with TS's 3rd party customers and users that are unrelated to Client ("Other TS Customers"); provided that TS must provide notice to Client's users during the upload process that such User Generated Content will be shared with such Other TS Customers.

5. Term.

The term of this Agreement shall commence on the Effective Date, and will remain in full force and effect for the term indicated in the proposal ("Term").

6. Mutual Warranties and Disclaimer.

6.1. Mutual Representations & Warranties. Each party represents and warrants that it has full authority to enter into this Agreement and to fully perform its obligations hereunder.

6.2. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

7. Miscellaneous.

7.1. Limitation on Liability. In no event shall TS be liable to Client or its Users, whether in contract, warranty, tort (including negligence) or otherwise, for special, incidental indirect or consequential damages (including lost profits) arising out of or in connection with this Agreement. The total liability of TS for any and all damages, including, without limitation, direct damages, shall not exceed the amount of the total fees already paid to TS for the preceding twelve (12) months.

7.2. Assignment. Neither party may assign or delegate its rights or obligations pursuant to this Agreement without the prior written consent of the other, provided that such consent shall not be unreasonably withheld. Notwithstanding the foregoing, TS may freely assign or transfer any or all of its rights without Client consent to an affiliate, or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

7.3. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the laws of the state of Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought in the courts of record of the State of Florida in Hillsborough County.

7.4. Force Majeure. TS shall have no liability for any failure or delay in performing any of its obligations pursuant to this Agreement due to, or arising out of, any act not within its control, including, without limitation, acts of God, strikes, lockouts, war, riots, lightning, fire, storm, flood, explosion, interruption or delay in power supply, computer virus, governmental laws, regulations or other restraints, or TS's inability to obtain necessary equipment, materials or services.

7.5. No Waiver. No waiver, amendment or modification of this Agreement shall be effective unless in writing and signed by the parties.

7.6. Severability. If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect; but the remainder of this Agreement shall continue in full force and effect.

7.7. Entire Agreement. This Agreement and its exhibits represent the entire understanding and agreement between TS and Client, and supersedes all other negotiations, proposals, understandings and representations (written or oral) made by and between TS and Client.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date set forth below.

TargetSolutions, Inc.

Client Name:

Address:

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

[Click here to enter text](#)

MES - FLORIDA
 11437 43rd Street N
 Clearwater, FL 33762

Telephone.....: 727-573-6048
 Fax.....: 727-573-7679



Ship To:
 MIAMI BEACH FIRE DEPT., CITY OF
 2300 PINETREE DRIVE
 Miami Beach, FL 33140

Contact: Lourdes Rodriguez
 Phone: 305-673-7000 x 6652

Bill To:
 MIAMI BEACH FIRE DEPT., CITY OF
 2300 PINETREE DRIVE
 Miami Beach, FL 33140

Quotation

Number.....: QT_00272900-1
 Date.....: 5/17/2014
 Page.....: 1 of 1
 Sales order.....:
 Requisition.....:
 Your ref.....:
 Our ref.....: tcool
 Quotation deadline.....: 6/15/2014
 Payment.....: Net 30
 Sales Rep.....: tcool
 Terms of delivery.....: Supplier Pays Freight

| Item number | Description | Size | Color | Quantity | Unit | Unit price | Amount |
|-------------|---|------|-------|----------|------|------------|-----------|
| 15000 | Premier Membership: Year 1 | | | 203.00 | EA | 109.00 | 22,127.00 |
| 15000 | Premier Membership: Year 2 | | | 203.00 | EA | 109.00 | 22,127.00 |
| 15000 | Premier Membership: Year 3 | | | 203.00 | EA | 109.00 | 22,127.00 |
| 15000 | Premier Membership: Year 4 | | | 203.00 | EA | 109.00 | 22,127.00 |
| 15000 | Premier Membership: Year 5 | | | 203.00 | EA | 109.00 | 22,127.00 |
| 10000 | Set-up Fee: | | | 1.00 | EA | 1,500.00 | 1,500.00 |
| 16000 | Annual Maintenance Fee \$395.00 per year x 5 years | | | 5.00 | EA | 395.00 | 1,975.00 |

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply.

Notes:

Premier Membership: Additional Users Cost (Years 1-5) = \$109.00 per user

| | | | | |
|---------------|----------------|------|-----------|----------------|
| Sales balance | Total discount | S&H | Sales tax | Total |
| 14,110.00 | 0.00 | 0.00 | 0.00 | 114,110.00 USD |

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee. Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.

