

# CITY OF CAPE CORAL REQUEST FOR SOLE SOURCE OR SINGLE SOURCE PURCHASE

Requesting Department: Police

Vendor Name: Miller Mendel

Address: 1425 Broadway, #430 – Seattle, WA 98122

Phone: (206) 333-4333

E-Mail:

Price: \$7,307.77 (PO 24500734) + \$4,069.16 (change order) = \$11,376.93

**Description of item to be procured: eSPOH Background Investigative Software:** In addition to the below purchase (PO 24500734) our department is hiring personnel at a faster pace than anticipated at the beginning of the fiscal year and we need additional background searches. The increase will allow our department to do comprehensive background check searches on an additional 80 applicants.

(PO 24500734) 12-month Annual Licensing for the eSOPH system, to include the MMI setting up DNS, database, database encryption, etc. Social Medial Comprehensive Screening reports and fax module.

**1.) Uniqueness of vendor's item/service. How is this vendor the only vendor uniquely qualified to provide the product or service:**

The eSOPH software application is specifically designed for processing public safety background investigations. eSOPH is a U.S. Patented software product under three different patents. These patents provide inventive functionality of electronic reference checks to include the locating of law enforcement agencies based on a current or former address of the applicant. The inventor of this software is Tyler Miller, President of Miller Mendel making eSPOH only available to purchase directly through Miller Mendel.

**2.) Market Research. Describe other, similar sources or products available in the market, if any, and why they are not acceptable:**

The Police Department searched other similar products and found that eSOPH with its patented technology the best fit for law enforcement background investigations.

**3.) Proposed Actions. Describe the actions the department will take to overcome the present barriers to competition for any future acquisition of this product or service:**

The Police Department will continue to review similar products as they become available.

Department Director's Signature: \_\_\_\_\_



Date: \_\_\_\_\_

6/21/24

Approval: Procurement Manager \_\_\_\_\_



(not to exceed \$50,000.00)

Date: \_\_\_\_\_

6/24/24

Approval: City Manager \_\_\_\_\_

(not to exceed \$100,000.00)

Date: \_\_\_\_\_

Council authorization required if exceeding \$100,000.00

Miller Mendel, Inc  
 1425 Broadway, #430  
 Seattle, WA 98122  
 Accounting@MillerMendel.com

# MillerMendel

**ADDRESS**  
 Cape Coral Police Department  
 Accounts Payable  
 1100 Cultural Park Blvd. S  
 Cape Coral, FL 33990  
 United States

**SHIP TO**  
 Cape Coral Police Department  
 Accounts Payable  
 1100 Cultural Park Blvd. S  
 Cape Coral, FL 33990  
 United States

Quote 1414

DATE 05/22/2024

EXPIRATION DATE 07/22/2024

	QTY	PRICE	TOTAL
<b>eSOPH Entry</b> Entry into the eSOPH system. Includes 1.60 GB of data storage credit for the license year.	80	44.23	3,538.40T
<b>Fee for Support</b> Support during License Year (per term 3.1.7 of licensing agreement. 15% of total amount for Entries).	1	530.76	530.76
Quote to add entries to current subscription year per the client's request.			4,069.16
Terms & Additional Details			0.00
		<b>SUBTOTAL</b>	
		<b>TAX</b>	

- EIN: 27-1802751.
- Unless a separate mutual agreement between Client and MMI states otherwise, all invoices are due NET 30.
- Data storage pricing is as follows: Not to exceed \$15 per GB, per month for production data storage overages. Archive data storage not to exceed \$3.50 per GB per month.
- Credit reports: \$4.50 per report requested. Social media reports: \$22.50 per report requested.
- Fax service: 5 cents per unit/page sent or received. The annual fax module fee is additional for the fax service to be enabled.
- Invoices for production data storage overages (if any), archive storage, credit reports, social media reports and the fax service, are emailed on a quarterly basis and due NET 30.
- All other Terms and Conditions are set forth in the Miller Mendel MSLSA / MSSSA (licensing agreement) and any mutually agreed to and signed addendums. Client's PO does not add, modify, or cancel any terms found in the MSLSA/MSSSA.

**TOTAL \$4,069.16**

THANK YOU FOR YOUR BUSINESS



1425 Broadway #430  
Seattle, WA 98122

**Tyler Miller, President**  
(206) 333-4333 Direct  
(206) 491-6904 Mobile

tjm@MillerMendel.com

**Re: eSOPH**

To Whom it May Concern:

eSOPH (“electronic Statement of Personal History”) is a Software as a Service (“SaaS”) application specifically designed for processing public safety background investigations. It is the invention of Tyler Miller and licensed exclusively to Miller Mendel, Inc (Miller’s company). Miller was granted U.S. Patent No. 9070098 on June 30, 2015 and U.S. Patent No. 10043188 on August 7, 2018. These patents claim inventive functionality of electronic reference checks, including the locating of law enforcement agencies based on a current or former address of the applicant. The patents also claim the inventive functionality that allows our clients to view aspects of the applicant’s history, including whether the applicant has ever been entered into eSOPH by the agency before, or any other agency using eSOPH.

While the patent claims mentioned above have already been granted, a third application has been filed with the USPTO seeking similar, but broader claims.

The issued 9070098 patent (see [Attachment “A”](#)) includes independent claims 1 and 5. The difference between 1 and 5 is that claim 1 is a method claims that recites performance of certain steps. Claim 5 covers a non-transitory computer-readable medium that has instructions on it that when executed by a computer processor, performs the same steps as in claim 1. Elements in the independent claims 1 and 5 include: determining a reference class of the first reference based on the program data regarding the first reference; selecting a first reference set of electronic documents based on the reference class of the first reference; and generating a suggested reference list of one or more law enforcement agencies and/or courts within a pre-defined radius around the applicant's residential address.

The issued 10043188 patent (see [Attachment “B”](#)) includes independent claims 1, 5 and 9. The difference between 1 and 5 is that claim 1 is a method claims that recites performance of certain steps. Claim 5 covers a non-transitory computer-readable medium that has instructions on it that when executed by a computer processor, performs the same steps as in claim 1. Claim 9 covers a system that performs the steps recited in Claim 1. Elements in the independent claims 1, 5 and 9 include: determining a reference class of the reference source based on the reference set of program data; selecting a reference set of electronic documents based on the reference class of the reference source; and generating a suggested reference list of one or more law enforcement agencies based on an applicant address.

If you ask your personnel conducting background investigations to identify the most time consuming and tedious aspects of public safety background investigations, they will undoubtedly tell you, it’s the reference checks.

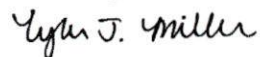
eSOPH's reference check system is repeatedly cited by agencies using eSOPH as the most beneficial aspect of the system; it notably reduces the time it takes to complete reference checks, by weeks.

When competing with other public safety agencies in the hiring of top candidates and filling vacancies quicker, this time savings equates to substantial, positive financial impact to those agencies using eSOPH.

The eSOPH features under patent allowed many city, county and state government agencies to sole source MMI's eSOPH Software as a Service (SaaS).

If there are any questions, please do not hesitate to contact me.

Sincerely,



Tyler Miller  
President & CEO

Links: [Attachment A - U.S. Patent No. 9070098](#)

[Attachment B - U.S. Patent No. 10043188](#)

# MillerMendel

1425 BROADWAY, #430  
SEATTLE, WA 98122

Please email all inquiries to:  
[Accounting@MillerMendel.com](mailto:Accounting@MillerMendel.com)

Tax ID (FEIN): 27-1802751 [Click here for W9](#)

Cape Coral Police Department  
Accounts Payable  
1100 Cultural Park Blvd. S  
CAPE CORAL FL 33990

QUOTE DATE	QUOTE EXPIRES	QUOTE NO.	CLIENT ID
Oct 10 2023	Dec 09 2023	1115	C3990

**Reference:** eSOPH Background System. '23-'24 Subscription year quote with annual estimates of services used. Purchase Order #:

DESCRIPTION	QTY	PRICE	TOTAL
Entry into the eSOPH system. Includes 2.1 GB of data storage credit for the license year.	105.00	44.2300	4644.15
Support to Primary Administrative User during License Year (per term 3.1.7 of licensing agreement. 15% of total amount for Entries).	1.00	696.6200	696.62
Add fax module to account. Annual fee. Optional service. Please see cost per page/unit details on lower section of quote/invoice.	1.00	200.0000	200.00
Employment Insights Credit Report. Client will be invoiced for ACTUAL number of reports requested on a quarterly basis. Optional service.	48.00	4.5000	216.00
Social Media Comprehensive Screening Report. Client will be invoiced for ACTUAL number of reports requested on a quarterly basis. Optional service.	64.00	20.0000	1280.00
Annual estimate for data storage overages/archive storage costs.	1.00	45.0000	45.00
Annual estimate for fax service page/unit costs.	4520.00	0.0500	226.00
	Subtotal:		7307.77
	Discount:		
	Taxes:		0.00
	Total Due:		7307.77

## Terms & Additional Details

1. Client will be invoiced at the end of each quarter for all data storage used over the Data Storage Credit amount listed within the first line item above. Storage used over the Data Storage Credit amount listed will be invoiced at a rate not to exceed \$15.00 per GB, per month.

Thank you for your business!

2. Client will be invoiced at the end of each quarter for all archive storage used. Archive data storage used will be invoiced at a rate not to exceed \$3.50 per GB, per month. Archive storage is enabled through automated policies set in the system by Client.
3. The fax service within eSOPH is disabled unless Client has requested in writing the service be enabled and the annual fax service module price is listed above. In addition to the annual price listed above for the module, each page sent or received through the fax service will be invoiced to Client at a rate of five cents per page. If a fax transmission takes longer than the normal permitted time allotted by the fax provider (Interfax), additional "units" are assessed. Each unit is five cents. Client will be invoiced at the end of each quarter for the total pages/units used, per Interfax.
4. The Experian credit report service is disabled unless the service is enabled per addendum agreement between MMI and Client. Client will be invoiced at the end of each quarter for all credit reports Client requested at a rate of \$4.50 per report.
5. The Social Intelligence social media screening service is disabled unless the service is enabled per addendum agreement between MMI and Client. Client will be invoiced at the end of each quarter for all social media screening reports Client requested at a rate of \$20.00 per report.
6. Pricing stated for optional services (e.g., fax, credit report and social media screening report services) for future license years is "best guess pricing" and is not guaranteed. MMI cannot control the pricing of those third party services in the future.
7. Unless otherwise agreed to in writing between Client and MMI, invoices are Net 30 via EFT, ACH, or check. Checks should be mailed to the address listed at the top of page 1. MMI is unable to accept payment via credit or charge cards.
8. Only Washington clients are subject to tax. Data storage is not subject to tax under Washington law.
9. All other Terms and Conditions are set forth in MMI's MSLSA / MSSSA (licensing agreement). Client's issuance of a purchase order to MMI related to this quote is Client's acceptance of the terms and conditions within the executed MSLSA / MSSSA between Client and MMI, and the terms stated within this document, including pricing. Terms stated in Client's purchase orders are rejected by MMI and only those terms in the executed MSLSA / MSSSA and any agreed to addendum(s), are accepted by MMI.

**Thank you for your business!**