AGREEMENT

24-0228-N MARVLIS Server for Hexagon

This Agreement (the "agreement" or "contract") is entered into on the date last executed below ("Effective Date"), by and between Pinellas County, a subdivision of the State of Florida whose primary address is 315 Court Street, Clearwater, Florida 33756 ("COUNTY") and Bradshaw Consulting Services, Inc. (BCS) whose primary address is 2170 Woodside Executive Court, Aiken, SC 29803 (hereinafter "CONTRACTOR" or "Custodian") (jointly, the "Parties").

NOW THEREFORE, the Parties agree as follows:

1. **Documents Comprising Agreement**

   1. This Agreement, including the Exhibits listed below, constitutes the entire agreement and understanding of the Parties with respect to the transactions and services contemplated hereby and supersedes all prior agreements, arrangements, and understandings relating to the subject matter of the Agreement. The documents listed below are hereby incorporated into and made a part of this Agreement:

      a. This Agreement

      b. Pinellas County Standard Terms & Conditions, located on Pinellas County Purchasing's website, effective 06/14/2023, posted at https://pinellas.gov/county-standard-terms-conditions/

      c. EXHIBIT 1 - Insurance Requirements

      d. EXHIBIT 2 - Statement of Work

   2. In the case of a conflict, the terms of this document govern, followed by the terms of the attached Exhibits, which control in the order listed above.

2. **Term**

   1. The initial term of this Agreement is for twelve (12) months from the Effective Date. At the end of the initial term of this contract, this Agreement may be extended for two (2), additional twelve (12) month terms, or such other renewal terms agreed to by the Parties.

3. **Pricing & Expenditures Cap**

   1. Payment and pricing terms for the initial term are subject to the proposal cost summary section in Exhibit 2 ("Statement of Work"). Notwithstanding the above, County expenditures under the Agreement will not exceed $ 148,627.00 for the initial term without a written amendment to this Agreement.

   2. In no event will the annual expenditure exceed $250,000.00 in any given fiscal year without a written amendment to this Agreement.

4. Payment Schedule

Payment will be made in two (2) increments:

1. First payment is due after installation, in the amount of $74,313.50

2. Second payment in the amount of $74,313.50 is due after a thirty (30) day test run (a period of time after the software is installed and configured, the timeframe is used to verify everything is working substantially as designed).

5. Entire Agreement

1. This Agreement constitutes the entire agreement between the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their undersigned officials, who are duly authorized to bind the Parties to the Agreement.

For Contractor: Bradshaw Consulting Services, Inc. (BCS)

Signature: _____

Print Name and Title: Tony BRADSHAW, PRESIDENT

Date: 3-22-24

For County: County Administrator

Signature: _____

Print Name and Title: Barry A. Burton, County Administrator

Date: May 2, 2024

APPROVED AS TO FORM

By: *Amanda S. Coffey*

Office of the County Attorney

EXHIBIT 1 – INSURANCE REQUIREMENTS

The following insurance requirements are included in this agreement:

1. **INDEMNIFICATION**

Vendor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law, or of any other laws, regulations, ordinance, order or decree, or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, or for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the "ADA") except when such injury, damage, or violation was caused by the sole negligence of the County.

2. **INSURANCE**

The Vendor shall obtain and maintain, and require any sub-contractors to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed operations exposure, Vendor shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better.

> Vendor shall provide certificate that is compliant with the insurance requirements. If the certificate received is compliant, no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **The Certificate holder section shall indicate Pinellas County, a Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County shall be named as an Additional Insured for General Liability. A Waiver of Subrogation for Workers Compensation shall be provided if Workers Compensation coverage**

A. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. The County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the contract period.

If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the work, you will be notified by CTrax, the authorized Vendor of Pinellas County. Upon notification, renewal certificate(s) of Insurance and endorsement(s) should be furnished to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org and to CTrax c/o JDi Data at PinellasSupport@jdidata.com by the Vendor or their agent prior to the expiration date.

1) The Vendor shall also notify the County within twenty-four (72) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Vendor from its insurer. Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org. Nothing contained herein shall absolve Vendor of this requirement to provide notice.

2) Should the Vendor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement.

B. If subcontracting is allowed under this RFP, the Vendor shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; but in no event will the insurance limits be less than $500,000 for Workers' Compensation/Employers' Liability, and $1,000,000 for General Liability and Auto Liability if required below. All subcontracts between the Vendor and its subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall:

1) Require each subcontractor to be bound to the Vendor to the same extent the Vendor is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor.

2) Provide for the assignment of the subcontracts from the Vendor to the County at the election of Owner upon termination of the Contract.

3) Provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability.

4) Provide a waiver of subrogation in favor of the County.

5) Assign all warranties directly to the County.

6) Identify the County as an intended third-party beneficiary of the subcontract. The Vendor shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Exhibit B and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.

C. Each insurance policy and/or certificate shall include the following terms and/or conditions:

1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County.

2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Vendor.

3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.

4) All policies shall be written on a primary, non-contributory basis.

The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

1) **Workers' Compensation Insurance** Worker's Compensation Insurance is required if required pursuant to Florida law. If, pursuant to Florida law, Worker's Compensation Insurance is required, employer's liability, also known as Worker's Compensation Part B, is also required in the amounts set forth herein.

Limits

Employers' Liability Limits	Florida Statutory
Per Employee	$ 500,000
Per Employee Disease	$ 500,000
Policy Limit Disease	$ 500,000

If Vendor/Contractor is not required by Florida law, to carry Workers Compensation Insurance in order to perform the requirements of this Agreement, County Waiver Form for workers compensation must be executed, submitted, and accepted by Risk Management. Failure to obtain required Worker's Compensation Insurance without submitting and receiving a waiver from Risk Management constitutes a material breach of this Agreement.

2) **Commercial General Liability Insurance** including, but not limited to, Independent Vendor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

Limits

Combined Single Limit Per Occurrence	$ 1,000,000
Products/Completed Operations Aggregate	$ 2,000,000
Personal Injury and Advertising Injury	$ 1,000,000
General Aggregate	$ 2,000,000

3) **Cyber Risk Liability (Network Security/Privacy Liability) Insurance** including cloud computing and mobile

security and privacy; privacy against liability for system attacks, digital asset loss, denial or loss of service, introduction, implantation or spread of malicious software code, security breach, unauthorized access and use; including regulatory action expenses; and notification and credit monitoring expenses with at least minimum limits as follows:

Limits

Each Occurrence	$ 5,000,000
General Aggregate	$ 5,000,000

For acceptance of Cyber Risk Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Cyber Risk Liability and other coverage combined.

4) **Professional Liability (Technology Errors and Omissions) Insurance** with at least minimum limits as follows. If "claims made" coverage is provided, "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", Proposer may submit annually to the County, for a three (3) year period, a current certificate of insurance providing "claims made" insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract.

Limits

Each Occurrence or Claim	$ 1,000,000
General Aggregate	$ 1,000,000

For acceptance of Professional Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Professional Liability and other coverage combined.

5) **Property insurance** Vendor will be responsible for all damage to its own property, equipment and/or materials.

EXHIBIT 2 - STATEMENT OF WORK

Proposal

Functional Summary:

The following proposal is a recommendation based on our initial discussions between the County of Pinellas and BCS to determine the requirements necessary for a successful implementation designed to meet your stated objectives. This implementation will begin with an integration between your Hexagon CAD and the MARVLIS Server to provide a real-time bridge for the communication of status and AVL changes and provide the data required for advanced analytics. All installation work can be done remotely to minimize costs, reduce environmental impact, and promote health safety.

Deployment Monitor provides a live dispatcher/controller interface that merges the updated forecast demands from the optional Demand Monitor routine to become a dynamic, analytical interface with a visual representation of the current vehicle locations along with their dynamic service areas. The map provides an easy visualization of the overall system at any point in time. In addition, the most appropriate unit assignments for calls are also automated from within the Deployment Monitor application which presents the closest units and time-of-day ETAs for quick assignment. Configuration in Deployment Monitor also allows minimum drawdowns of specific apparatus by districts to make detailed recommendations for unit move-ups between stations to improve coverage based on preferences.

We can provide a consistent, routable street network across your county and neighboring counties (with quarterly updates) to facilitate mutual aid requests with optional live-traffic that allows us to generate the most accurate ETAs possible. That option will be priced separately and can be omitted if you already have a process in place to keep your GIS data current.

The optional MARVLIS Clients can optionally be used in the vehicles to receive incident assignments along with specific routing recommendations that include turn-by-turn directions and the required notes from the CAD including any EMD or specific dispatcher entries. In return, the MARVLIS Client can update statuses to the CAD directly from the vehicle based on a progressive selection of configurable status buttons. Where a bi-directional interface is available with the CAD, units can silently update their own status and even document the specific time the status was changed. The Supervisor mode of MARVLIS Client is not separate software installation, but a login that provides additional functionality of the in-vehicle application to allow authorized users to see other vehicles and incidents of a larger defined group.

The core implementation of MARVLIS proposed here is highly configurable and modular in design allowing components or departments to be added as needed. Annual maintenance covers all required support including remote training and all software updates. Consultation with our experienced professional advocates is also available to assist with special situations or accommodating changes to system priorities.

Our success is dependent on the success of each and every customer in a relationship of mutual cooperation to advance both the technology and the industry as a whole. The fact that we can always do better is a driver toward continuous progress to make your agency more productive and protect the safety of your clinical providers while helping to improve the patient experience and the care they receive.

Product Summary:

Primary Server	1 server	Impedance Monitor	0 seat(s)
Demand Monitor	0 server	Supervisor Clients	0 seat(s)
Deployment Monitor	3 seat(s)	In-Vehicle Clients	0 seat(s)
Deployment Planner	0 seat(s)	TomTom Data	0 seat(s)

Cost Summary	Initial Purchase	Optional Year 2 Support Maintenance	**Optional Year 3 Support Maintenance
MARVLIS Software Costs (up to 175 units)	$119,650.00	$24,425.00	$25,158.00
TomTom Map Data (incl surrounding area)	$0.00	$0.00	$0.00
BCS Installation (incl Hexagon integration)	$19,800.00	N/A	N/A
Customer Required Cybersecurity Insurance	$9,177.00	$9,177.00	$9,177.00
Total Cost	$148,627.00	$33,602.00	$34,335.00

**Optional Year 3 pricing is reflective of a 3% increase from Year 2.

Software Support Maintenance for Year 2 and Year 3 are optional and will only be exercised if the County and the Contractor agree to extend the Agreement (in accordance with section two ("Term")) and the Services are approved by the County prior to work commencing.

Deliverable Components and Options:

> MARVLIS Server – acts as a software bridge connecting your Hexagon CAD to the MARVLIS system allowing call details, status changes, and posting assignments to be received in real-time. MARVLIS Server receives unit location and status data from CAD (according to the *CAD Integration Guide*), archives that data and can distribute it to multiple monitoring and viewing applications in the dispatch center or field. Archived location and status data can then be used for playback and analysis to review crew performance and response compliance.

> Current incidents are also read from the CAD to be displayed geographically and used as the location to find the best unit response recommendations in the Deployment Monitor sorted by ETA using time-of-day routing. Server also includes an advanced barrier management system used to manage road closures and construction that effect routing, vehicle coverage and closest vehicle recommendations from a single repository.

> *(Required for this configuration to provide live CAD integration.)*

> Deployment Monitor - The Deployment Monitor application combines AVL positions of apparatus, CAD information on open incidents, traffic impedances, and vehicle statuses for real-time analysis in the dispatch center to provide a complete overview of the effectiveness of your resource deployment. The operator is presented with an interface that includes a map with apparatus locations and depending on the unit status it will calculate the dynamic geographic coverage for each vehicle. The interface can also recommend appropriate response packages based on incident requirements but also a complex set of rules to define the best collection of resources to fulfill the package. In addition, the deployment section of the application recommends specific apparatus move-ups to detailed locations based on area needs for coverage.

1. Logical MARVLIS System Architecture