

AGREEMENT

25-0738-A

Full Body X-Ray Machine for District Six Medical Examiner's Office

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 LineV Systems whose primary address is 13631 Poplar Circle, Conroe, TX 77304 (hereinafter "CONTRACTOR") Jointly, the "Parties").

NOW THEREFORE, the Parties agree as follows:

A. 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 6/14/2023, posted at <https://pinellas.gov/county-standard-terms-conditions/>
 - c. Insurance Requirements attached as Exhibit C.
 - d. Scope of Work/ Specifications attached as Exhibit D.
 - e. Pricing Proposal attached as Exhibit E.
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.

B. Term

1. The initial term of this Agreement is from the Effective Date through September 30, 2025 (the "Contract Term"). At the end of the initial term of this contract, this Agreement may be extended for an additional term, or such other renewal terms agreed to by the Parties.

c. Expenditures Cap

1. Payment and pricing terms for the initial and renewal terms are subject to the Pricing Proposals in Exhibit E. County expenditures under the Agreement will not exceed \$472,000.00 for the Contract Term without a written amendment to this Agreement.

D. 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:

Signature:



Print Name and Title:

Scott Ortolani

Date:

6/25/2025

For County:

Signature:

Print Name and Title:

Date:

APPROVED AS TO FORM

By: Keiah Townsend

Office of the County Attorney

Exhibit C

Insurance Requirements

The following insurance requirements are included in this agreement:

1. **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 Political Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County, a Political Subdivision of the State of Florida shall be named as an Additional Insured for General Liability. A Waiver of Subrogation for Workers Compensation shall be provided if Workers Compensation coverage is a requirement.**

- 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@pinellas.gov and to CTrax c/o MDi 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 seventy-two (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@pinellas.gov. 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 Agreement, 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.
- 5) Provide a waiver of subrogation in favor of the County.
- 6) Assign all warranties directly to the County.
- 7) 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) **Property Insurance** Vendor will be responsible for all damage to its own property, equipment and/or materials.

Exhibit D

Scope of Work

The Contractor will provide the following Goods and Services stated below in accordance with the terms of the Agreement, at the rates and quantities set forth in Exhibit E.

ITEMS

FOBOS XR - DIGITAL FORENSIC BODY SCANNING SYSTEM

Acquisition/Operators Workstation with Software

750 lb Carbon Fiber, Powered X-ray Cart

DICOM 3.0 Compatible

23 Second Image Acquisition Time (A/P or Lateral)

Up to 5LP/MM Resolution

0-110 (Configurable) Scanning Angle

INSTALLATION AND ON-SITE TRAINING

1 YEAR EXTENDED WARRANTY (Time of Sale)

WEB-BASED TRAINING LICENSES

Radiation Protection Program - **State Specific**

Radiation Safety Officer Training/person

Radiation Operator Training/person

Optional Equipment

The equipment listed below is optional, and may or may not be used by the County.

ANCILLARY EQUIPMENT

750 lb Carbon Fiber, Powered X-ray Cart - If extra table required

Exhibit E

Pricing Proposal



13631 Poplar Circle
 Conroe, TX 77304
 Phone: 936.588.2064
 Prepared by: Lukas Richter

DATE
 QUOTE#
 VALID UNTIL

5/8/2025
UR8525D6ME
6/7/2025

Salesperson email: lrlichter@linevsystems.com

CUSTOMER

Reta Newman
 Pinellas County D6 Medical Examiner
 10900 Ulmerton Rd
 Largo, FL
rnewman@pinellascounty.org

TERMS

Payment: Net **45** Days
 Shipping: 120 Days/ ARO
 Delivery: FOB **Destination**
 Prepay and ADD
 Warranty: 12 Months

TOTAL \$ **472,000.00**

ITEMS	QTY	UNIT PRICE	AMOUNT
FOBOS XR- DIGITAL FORENSIC BODY SCANNING SYSTEM	1	\$384,500.00	\$ 384,500.00
Acquisition/Operators Workstation with Software			
750 lb Carbon Fiber, Powered X-ray Cart			
DICOM 3.0 Compatible			
23 Second Image Acquisition Time (A/P or Lateral)			
Up to 5LP/MM Resolution			
0 - 110 (Configurable) Scanning Angle			
ANCILLARY EQUIPMENT *			
750 lb Carbon Fiber, Powered X-ray Cart - If extra table required		\$ 19,698.75	Optional
INSTALLATION AND ON-SITE TRAINING	1	\$ 12,500.00	\$ 12,500.00
The total cost for this line is \$12,500.00 is divided as follows:			
Installation \$11,000.00			
On site training one day \$1,500.00			
Installation detail and description:			
FOBOX XR has a total weight of 2732 lb, the units are shipped to the client facility in multiple crates. The system requires 3x technicians for 3 - 4 days to unpack and move all components in the allocated space and complete the assembly of the units.			

Final day is for alignment, calibration, and SAT.			
SAT also includes all radiation measurements around the scanner as well as the rooms around the installation site. Completed SAT will be used by the end user to complete the registration with State.			
One day on site training will be done after the completion of SAT and will consist of training all operators in the following:			
- Safety			
- Physical Operation of the unit			
- Maintenance			
Most of the training time will be allocated to train on the use of the Operator GUI software and all the features and functions.			
1 YEAR EXTENDED WARRANTY (Time of Sale)	2	\$35,000.00	\$70,000.00
WEB-BASED TRAINING LICENSES			
Radiation Protection Program - State Specific		\$ 895.00	
Radiation Safety Officer Training/person		\$ 895.00	
Radiation Operator Training/person		\$ 175.00	

Subtotal	\$ 467,000.00
Shipping	\$ 5,000.00
Tax rate	0%
Tax due	
TOTAL	\$ 472,000.00

*The equipment listed is optional and may or may not be used by the County. Optional equipment must be approved and authorized by the County prior to ordering, and must be shipped, delivered, and accepted as provided in the Agreement, payable in accordance with the Agreement terms, at the set rate listed above.