



BOARD OF COUNTY COMMISSIONERS, BROWARD COUNTY, FLORIDA

AGREEMENT SUMMARY

EXHIBIT 1

1. Other Contracting Party:
WEST SAFETY SOLUTIONS CORP.

2. Proposed Action:
 New Contract Amendment, Number Renewal Extension

3. Document Type (select one):
Systems and Systems Agreement

4. Purpose/Description:
Provides an upgrade to the Emergency 911 call processing system (“VIPER”) and desktop operator work stations (“Power911”) Equipment and Software for the County’s three Non-Regional Public Safety Answering Points (PSAP) sites, along with the enhancement of interface technology between the VIPER server and the third party Voice Recording System (VRS). The Agreement will also provide for the installation, testing, activation of broadband equipment for primary and back-up routes between the Non-Regional PSAPs and the implementation of the fully redundant Sentry monitoring upgrade for all PSAPs.

5. Special Provisions (select if applicable):

<input type="checkbox"/> Living Wage Program	<input type="checkbox"/> SBE Sheltered Market Program
<input type="checkbox"/> Workforce Investment Pilot Program	<input type="checkbox"/> M/WBE Program
<input type="checkbox"/> Federal DBE/ACDBE program	<input type="checkbox"/> In-Kind Match Required: \$ _____ or _____ %
<input type="checkbox"/> CBE Program	<input type="checkbox"/> Cash Match Required: \$ _____ or _____ %

6.a. Effective Dates (for new agreements only):
 Start : Upon Final Acceptance
 End: Five (5) Years from Final Acceptance

6.b. Effective Dates (amendments only):
 No Change
 End date has changed from _____ to _____.
 Term has from _____ to _____.

7. Contract Administrator:
 Name: Brett Bayag
 Phone: 954-357-8565

8. Contract Type:
 Cost reimbursement Open-end
 Firm fixed price Time and materials
 Performance-based Other _____

9.a. Contract Value (new contracts)
 Actual Estimated

Equipment, Software, System and Services	\$839,400.00
Maintenance/Support Services	\$5,941,375.00
Optional Services	\$3,800,000.00
Moves, Adds, and Changes (MAC) Hours (720)	\$216,000.00
<i>Total contract value</i>	<i>\$10,796,775.00</i>

9.b. Contract Value (amendments only)
 No change Actual Estimated

Original approved contract value	
Approved previous adjustments	
Value of this action	
Amended total contract value	

10. Payment Method
 Lump Sum Payment
 Milestone or Progress-Based
 Scheduled or Time-Based
 Other

11. Payment Terms
 Payment will be based on the Payment Milestones found in Exhibit 2, Page 52: Exhibit B – Price Schedule with the specified amounts and may only be invoiced upon the County’s written preliminary acceptance of the applicable Payment Milestone. The final milestone may only be invoiced upon County written notice of Final Acceptance.

12. Cost Adjustment
 Not Applicable Fixed Percentage - ___% Actual Cost
 CPI or other Index Fixed Amount - \$_____ Other:

13. Equity Program Participation Summary

a. County established M/WBE, SBE, CDBE, CBE, DBE or ACDBE participation goal for this action or project: 0%

b. Contractor-committed M/WBE, SBE, CDBE, CBE, DBE or ACDBE participation goal planned for this action or project: 0%

c. M/WBE, SBE, CDBE, CBE, DBE or ACDBE participation to date: 0%

14. Renewal or Extension Terms:

THERE ARE NO RENEWAL TERMS.

EXTENSIONS: IN THE EVENT THAT UNUSUAL OR EXCEPTIONAL CIRCUMSTANCES, AS DETERMINED IN THE SOLE DISCRETION OF THE PURCHASING DIRECTOR, RENDER THE EXERCISE OF AN EXTENSION NOT PRACTICABLE OR IF NO EXTENSION IS AVAILABLE AND EXPIRATION OF THIS AGREEMENT WOULD RESULT IN A GAP IN THE PROVISION OF SERVICES NECESSARY FOR THE ONGOING OPERATIONS OF THE COUNTY, THEN THIS AGREEMENT MAY BE EXTENDED ON THE SAME TERMS AND CONDITIONS BY THE PURCHASING DIRECTOR FOR PERIOD(S) NOT TO EXCEED THREE (3) MONTHS IN THE AGGREGATE, PROVIDED THAT ANY SUCH EXTENSION IS WITHIN THE AUTHORITY OF THE PURCHASING DIRECTOR OR OTHERWISE AUTHORIZED BY THE BOARD.

15. Termination and Cancellation Provisions

For Cause: Article 13.1 This Agreement may be terminated for cause based on any breach that is not cured within ten (10) days after written notice from the aggrieved party identifying the breach.

For Convenience: ARTICLE 13.1 This agreement may be terminated for convenience by the Board by providing fifteen (30) months written notice to West Safety Solutions Corp.

16. Deliverables, milestones or scope of this action:

Payment Milestones are found in Exhibit 2, Page 52: Exhibit B – Price Schedule. Provider shall invoice for the Services provided pursuant to the Exhibit of this Agreement per the Payment Milestones listed in Exhibit 2, Page 52: Exhibit B – Price Schedule. Each Payment Milestone may only be invoiced upon County written preliminary acceptance of the applicable Payment Milestone, except for the final Payment Milestone (“Final Acceptance”), which may only be invoiced upon County written notice of Final Acceptance.

17. List terms, considerations or deviations from standard county form.

Disclosure Items for West Safety Solutions Corp. Systems Services Agreement are found In Exhibit 1, Page 3.

DISCLOSURE ITEMS FOR WEST SAFETY SOLUTIONS CORP. SYSTEM SERVICES AGREEMENT

ISSUE	CONTRACT LANGUAGE	COUNTY COMMENTS/RESPONSE
Indemnification	<ul style="list-style-type: none"> County to indemnify, defend and hold harmless Provider for any infringement claims relating to "County Materials" (§ 10.2), which consists of information County provides to the vendor in order to provide the services (§ 8.3). 	<p>ORCAT recommends acceptance of this term as the vendor provides the functionality of the communications system but is not responsible for the content of the communications on the system. This is standard practice in the industry.</p>
Limitation of Liability	<ul style="list-style-type: none"> Limitation on liability capped at the larger of (a) \$100,000 or (b) twice the amounts paid to Provider in the 12 months preceding the date County is notified of the claim (§ 10.4). The alternative (b) is lower than the standard County provisions of twice the total not-to-exceed amount of the contract. 	<p>This provisions was heavily negotiated. The vendor is a long-standing provider of the services at issue, and ORCAT believes this deviation does not pose a material increase in risk to the County as twice the amounts paid to vendor in the previous 12 months is sufficient to cover the County's potential risk.</p>
Warranty	<ul style="list-style-type: none"> County's termination rights for breach of warranty are limited to Severity Level 1 or 2 issues (per Support and Maintenance Exhibit definitions). (§ 6.4) 	<p>All warranty items require a response by vendor (repair, replace, or other workaround), but County may only terminate for material breach (Severity 1 or 2). The severity levels were heavily negotiated and severity levels 3 and below are non-critical issues. Given the vendor's performance to date, ORCAT recommends this deviation be approved and believes it does not pose a material risk to County.</p>
Final Acceptance Testing	<ul style="list-style-type: none"> If County does not provide a notice of rejection pursuant to Section 7.3.3 or if County uses the System for live 911 call-taking for more than 30 consecutive days following the conclusion of Final Acceptance testing without issuing a notice of rejection, Final Acceptance will be deemed to have occurred. (§ 7.3) 	<p>ORCAT understands the responsibility to give notification of acceptance or rejection, in whole or part, of the System within 15 days of the testing period (§ 7.3.3) and that failure to do so will result in automatic acceptance of the System. Given the nature of these projects and that ORCAT will be working side-by-side with Vendor, ORCAT does not believe this deviation will pose a material risk to the County.</p>
Compatibility	<ul style="list-style-type: none"> Provider will make best efforts to timely validate the most recent versions of applicable third party software and firmware. Provider first develops, integrates and tests the newest version of third party software and firmware prior to adoption by Provider. (§ 3.2.2) 	<p>This provision was heavily negotiated. An area of prior concern included vendor's lack of notification and planning software upgrades upon validation by vendor. The vendor is a long-standing provider of the services at issue. After thorough discussion of Provider's business model and adoption process, including vendor's commitment to provide County timely notification and planning for upgrades, ORCAT believes this deviation does not pose a material increase in risk to the County.</p>
Current Equipment	<ul style="list-style-type: none"> County was not able to attach a detailed description of all Equipment currently supported. (Schedule 2) 	<p>ORCAT believes that the language indicating that all currently supported Equipment will remain supported as part of this Agreement is sufficient and given the vendor's performance to date, ORCAT recommends this deviation be approved and believes it does not pose a material risk to County. Further, County plans to supplement this Schedule after completion of the non-regional PSAP upgrade, and County intends on conducting an annual inventory thereafter.</p>