

AGREEMENT FOR SERVICES

AUTOMATIC VEHICLE LOCATION & CLOSEST UNIT RECOMMENDATION SOFTWARE IMPLEMENTATION

THIS AGREEMENT is made and entered into this 31 day of July, 2017 by and between THE CITY OF LEE'S SUMMIT, MISSOURI, a municipal corporation organized and existing under the laws of the State of Missouri, (hereinafter "City") and FDM Software, Ltd., an existing British Columbia corporation (hereinafter "FDM").

I. Background

The Lee's Summit Fire Department (LSFD) is a current user of FDM CAD, FDM RMS and FDM Mobile CAD software. LSFD seeks to implement two additional modules of the CAD suite; Automatic Vehicle Location (AVL) and Closest Unit Recommendation (CUR). FDM is the only entity who is authorized to issue licenses of software modules related to the CAD software suite.

The AVL module receives GPS data from Mobile CAD and allows Dispatch to see the location of the units on the CAD map. The Closest Unit Recommendation module enables CAD to include units that are available but out of station in making recommendations for assigning a call. The module uses the most recent location received from the out-of-station unit to calculate the possible response time.

The two modules will use GPS data coming from FDM Mobile CAD. It is assumed that the device in each vehicle is already set up with a GPS receiver. The communication of GPS data between the vehicles and CAD will be done in the same manner as call and status information.

II. Goals and Objectives

By using AVL technology, the closest unit is identified through the communications center CAD system. It does not matter if the unit is mobile or in its station, the system can identify its location in relation to other available resources and assign the closest unit. This ensures the most efficient response possible.

Ideal implementation would be if and when resources are repositioned within the city. These new deployment areas will impact the existing response zones and potentially cause complications with primary response zones, primarily with rescue ambulance districts. This also affects the second and third in areas. This technology takes the guessing out of rezoning primary and secondary response districts.

III. Scope of Work

Upon execution of this Agreement, FDM hereby grants a license to City for the use of the following modules of the Fire Department Records Management and Computer Aided Dispatch Software System:

- Automatic Vehicle Location (AVL) Module; and
- Closest Unit Recommendation (CUR) Module.

FDM hereby represents and warrants that it is competent, equipped, and able, and further hereby agrees to provide the following in-scope services related to the AVL and CUR Modules to City, subject to the terms and conditions stated herein:

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In Scope Services

- Support LSFD IT group in installing the AVL service
- Configuration of AVL service to interface with GPS data coming from vehicles
- Configuration of CAD map to display location of units
- Review of map data for suitability for routing calculations
- If necessary, delivery of a list of items to be add/changed in the map data
- Configuration of CAD login to include available units that are out of station in recommendations
- Review and comparison of travel time calculations versus actual times, based on completed call data
- Implementation support during acceptance tests
- Implementation support to update production environment
- Provide training to FDM administrator(s)

Out of Scope. The following tasks are considered out of scope and will not be provided by FDM to City:

- Installation, configuration of mobile computers in units
- Implementation of new FDM MDS software (not required for AVL and CUR)
- Testing, support for alternative in-vehicle hardware configuration
- Integration with alternative systems other than FDM Mobile CAD providing GPS data
- Completion of changes required for map data

Deliverables. FDM commits to provide the following deliverables to City subject to the terms and conditions stated herein:

- AVL module/ related installation scripts. Mobile devices in the various fire apparatus will have MobileCAD installed and automatically transmit their location to CAD.
- CUR module / related installation scripts. Added ability for the closest unit to be identified and assigned through the communications center.
- Administration documentation for AVL and CUR
- Administrative training for AVL and CUR

Assumptions

- LSFD Administrator and subject matter experts will be available to attend training
- LSFD Administrator &/or ITS GIS department will complete all changes required for map data
- FDM Consultant will have access to LSFD CAD test system
- LSFD will create and manage plans and activities for testing, end user training and roll out of the new modules
- If multiple vehicles are at the same location, i.e. training at headquarters, the system defaults back to response zones for unit recommendation
- CUR will be based on a configured set of parameters and not just speed limits
- CUR will display a screen showing recommendation but dispatch will have the option to override

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Risks

No.	Risk Description	Action in the Event Risk Materializes
1	Connection issues, loss of GPS signal in the vehicles, and/or delays in getting GPS data from the vehicles	Communicate with LSFD and provide assistance with troubleshooting
2	Availability of map data required for routing calculation	Identify requirements and work with LSFD for resolution

IV. Payment Terms



FDM Software Ltd

113-949 W 3rd Street

North Vancouver BC, V7P 3P7

800/604 986 9941 Ext 206

rick.stroud@fdmsoft.com

Budgetary Quote

DATE June 7, 2017

EXPIRATION DATE September 7, 2017

TO:

Kim Harris

Lee's Summit Fire Department

220 SE Douglas Street

Lee's Summit, MO 64063

kim.harris@cityofls.net

DESCRIPTION	QTY (1)	UNIT PRICE	TOTAL PRICE	ANNUAL SUPPORT & MAINTENANCE
<u>AVL</u>				
AVL Server			5,000.00	1,000.00
CAD Nearest Unit Recommendation			10,000.00	2,000.00
SUBTOTAL			15,000.00	3,000.00
<u>Implementation Services</u>				
CAD Implementation Services			12,500.00	
Project Management			3,750.00	
Estimated travel expenses			1,200.00	
SUBTOTAL			16,250.00	3,000.00
TOTAL			\$ 32,450.00	\$ 3,000.00

Quotation prepared by: Rick Stroud

This is a quotation subject to the conditions noted below:

All applicable sales taxes are extra. Travel expenses are extra. Software warranty 90 days upon go live date for each module.

The prices listed above are in USD funds. Price valid for 90 days.

Payment consistent with the Budgetary Quote contained herein shall be issued by City to FDM Software Ltd. upon implementation of the project as described herein.

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In no event will payment for services rendered under this Statement of Work from City to FDM Software, Ltd. exceed THIRTY TWO THOUSAND FOUR HUNDRED FIFTY AND NO/100 DOLLARS (\$32,450.00) for the services identified herein, except that additional payments will be issued for annual support and maintenance consistent with the terms and conditions outlined in the First Amendment to Software Support and Maintenance Agreement between the City of Lee's Summit and FDM Software, Ltd., attached hereto as Exhibit A and incorporated herein by reference.

V. Project Acceptance

After delivery of the configured solution, LSFD and/or Lee's Summit Information Technology Services staff will undertake validation testing using self-generated scenarios. Should the testing identify any issues, FDM will provide in-scope fixes at no additional charge in parallel to, or immediately subsequent to, the validation testing.

VI. Post Implementation Support

Post implementation support is provided under the same terms and conditions as the existing maintenance contract with FDM, as amended by the First Amendment to Software Support and Maintenance Agreement between the City of Lee's Summit and FDM Software, Ltd., attached hereto as Exhibit A and incorporated herein by reference.

VII. General Conditions

The General Terms and Conditions, attached hereto as Exhibit B and incorporated herein by reference, shall be applicable to this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the date first written above.

CITY OF LEE'S SUMMIT, MISSOURI

City Manager

Date

APPROVED AS TO FORM:

Office of the City Attorney

FDM SOFTWARE, LTD.

DocuSigned by:

Katherine Dunn

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Vice President and General Counsel

Title

Date

EXHIBIT A
GENERAL CONDITIONS
GOVERNING RESPONSES AND SUBSEQUENT CONTRACTS

1. **SCOPE:** The following terms and conditions, unless otherwise modified by the City within this document, shall govern the submission of proposals and subsequent contracts. The City reserves the right to reject any proposal that takes exception to these conditions.
2. **DEFINITIONS AS USED HEREIN:**
 - a. The term "request for proposals" means a solicitation of a formal, sealed proposal submittal.
 - b. The term "respondent" means the person, firm, corporation, or "contractor" or "service provider" or "seller" who submits a formal sealed proposal submittal and who may enter into an agreement with the City to perform such services.
 - c.
 - d. The term "City Council" means the governing body of the City of Lee's Summit, MO. The term "Board" means the governing body of the City of Lee's Summit Parks and Recreation Board. The term "Board Administrator" means the Parks and Recreation Board's department administrator.
 - e. The term "Service Provider" means the respondent awarded an agreement under this submittal.
 - f. The term "Unit cost", "Unit Price", or "Price" are reflective of those product items that are proposed for use in this contract. The proposed unit price shall be shown and such a price shall include packing unless otherwise specified. Freight or shipping shall be included in the Unit Price unless requested as a single line item.
3. **COMPLETING SUBMITTAL:** All information must be legible. Any and all corrections and/or erasures must be initialed. Each submittal must be signed in ink by an authorized representative of the respondent and required information must be provided. The contents of the proposals submittal submitted by the successful respondent of this RFP will become a part of any agreement award as a result of this solicitation.
4. **REQUEST FOR INFORMATION:** Any requests for clarification of additional information deemed necessary by any respondent to present a proper submittal shall be submitted via email to the Procurement Officer responsible for the project; or submitted in the questions section of the City's e-bidding system, referencing the RFP number, a minimum of five (5) calendar days prior to the proposal submission date. Any request received after the above stated deadline will not be considered. All requests received prior to the above stated deadline will be responded to in writing by the City in the form of an addendum addressed to all prospective respondents.
5. **CONFIDENTIALITY OF SUBMITTAL INFORMATION:** Each submittal must be uploaded in the City's e-bidding system or as otherwise stipulated in the Request for Proposals. All submittals and supporting documents will remain confidential until a final agreement has been executed. Information that discloses proprietary or financial information submitted in response to request for proposals will not become public information. This is in accordance with the Missouri Sunshine Law.
6. **SUBMISSION OF SUBMITTAL:** Submittals are to be uploaded into the City's e-bidding system or as otherwise stipulated in the Request for Proposals prior to the date and time indicated on the cover sheet. At such time, all submittals received will be formally opened. The opening will consist of only the name and address recording of respondents.
7. **ADDENDA:** All changes, additions, modifications and/or clarifications in connection with this submittal will be issued by the City in the form of a Written Addendum. All addendums will be signed and uploaded with the submittal. Verbal responses and/or representations shall not be binding on the City.
8. **LATE SUBMITTALS AND MODIFICATION OR WITHDRAWALS:** A submittal may only be withdrawn by one of the following methods prior to the official closing date and time specified: 1. A submittal may be withdrawn by signed, written notice. 2. A submittal may also be withdrawn in person by the respondent or its authorized representative who provides proper identification. 3. A submittal may be withdrawn via email by the respondent or its authorized representative. A submittal may only be modified by one of the following methods prior to the official closing date and time specified: 1. A submittal may be modified by signed, written notice provided in a sealed envelope with the RFP solicitation number, description and the word "modification" identified on the envelope. 2. A RFP modification may also be submitted in person by the respondent or its authorized representative who provides proper identification and provides written notice in a sealed envelope with the RFP solicitation number, description and the word "modification" identified on the envelope. All modifications **shall not** be opened until the official closing date and time to preserve the integrity of the RFP solicitation process. Telephone, telegraphic or electronic requests to modify a RFP solicitation shall not be honored. No modification or withdrawal of any response will be permitted after the RFP solicitation official closing date and time specified. Submittals received after the date and time indicated on the cover sheet shall not be considered. Submittals that are resubmitted or modified must be sealed and uploaded into Public Purchase or as otherwise stated in the Request for Proposals prior to the submittal submission deadline. Each respondent may submit only one (1) response to this RFP.
9. **BONDS:** When a Bond is required it shall be executed with the proper sureties, through a company licensed to operate in the State of Missouri, and hold a current Certificate of Authority as an acceptable surety under 31 CFR Part 223 (and be listed on the current U.S. Department of the Treasury Circular 570 and have at least A Best's rating and a FPR9 or better financial performance rating per the current A.M. Best Company ratings.)
10. **NEGOTIATION:** The City reserves the right to negotiate any and all elements of this submittal.
11. **TERMINATION:** Subject to the provisions below, any agreement derived from this Request For Proposals may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then said agreement may be extended upon written approval of the City until said work or services are completed and accepted.
 - a. **TERMINATION FOR CONVENIENCE:** In the event that the agreement is terminated or cancelled upon request and for the convenience of the City, without the required thirty (30) days advance written notice, then the City shall negotiate reasonable termination costs, if applicable.

- b. TERMINATION FOR CAUSE: Without prejudice to any other rights or remedies, either party may immediately terminate this Agreement if the other party materially fails to perform its material obligations under this Agreement and such failure continues for a period of thirty (30) days after written notice. Termination costs, if any, shall not apply in the event of termination for cause.
- c. TERMINATION DUE TO UNAVAILABILITY OF FUNDS IN SUCCEEDING FISCAL YEARS: When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the agreement shall be cancelled and the Service Provider shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the agreement.
12. TAX EXEMPT: The City and its Agencies are exempt from State and local sales taxes. Sites of all transactions derived from this proposal shall be deemed to have been accomplished within the State of Missouri.
13. SAFETY: All practices, materials, supplies, and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.
14. RIGHTS RESERVED: The City reserves the right to reject any or all proposals, to waive any minor informality or irregularity in any submittal, and to make award to the respondent deemed to be most advantageous to the City.
15. ASSIGNMENT: Respondents are prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this submittal or any resultant agreement or its rights, title, or interest therein or its power to execute such agreement to any other person, company or corporation without the previous written approval of the City. The City may not assign or transfer (including by operation of law or a Change of Control) any resultant agreement, its interest therein or any license granted to the City therein without Service Provider's prior written consent.
16. DISCLAIMER OF LIABILITY: The City, or any of its agencies, will not hold harmless or indemnify any respondent for any liability whatsoever.
17. INDEMNITY AND HOLD HARMLESS: Service Provider agrees to indemnify, release, defend, and forever hold harmless the City, its officers, agents, employees, and elected officials, each in their official and individual capacities, from and against all claims, demands, damages, loss or liabilities, including costs, expenses, and attorneys fees incurred in the defense of such claims, demands, damages, losses or liabilities, or incurred in the establishment of the right to indemnity hereunder, caused in whole or in part by the negligent acts or omissions of Service Provider, his sub-contractors, employees or agents, and arising out of services performed by Service Provider, his subcontractors, employees or agents under this agreement to the extent permitted by the Constitution and the Laws of the State of Missouri. In no event shall Service Provider's aggregate, cumulative liability arising out of or related to any agreement exceed the aggregate payments made by the City in the first twelve (12) month period immediately preceding the first event giving rise to such claim. In no event shall Service Provider be liable for indirect, incidental, special, exemplary, consequential or punitive damages, including damages for, or costs incurred as a result of, loss of time, loss or inaccuracy of data, loss of profits or revenue, loss of good will, business interruption, or cost of procurement of substitute goods or services.
18. LAW GOVERNING: All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Missouri. Any dispute regarding this contractual agreement shall be decided by a Missouri Court.
19. COMPLIANCE WITH APPLICABLE LAW: Service Provider shall comply with all federal, state or local laws, ordinances, rules, regulations and administrative orders, including but not limited to Wage, Labor, Unauthorized Aliens, EEO and OSHA-type requirements which are applicable to Service Provider's performance under this agreement. Service Provider shall indemnify and hold the City harmless on account of any violations thereof relating to Service Provider's performance under this agreement, including imposition of fines and penalties which result from the violation of such laws.
20. ANTI-DISCRIMINATION CLAUSE: No respondent on this request shall in any way, directly or indirectly discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.
21. DOMESTIC PRODUCTS: The City of Lee's Summit has adopted a formal written policy to encourage the purchase of products manufactured or produced in the United States (City of Lee's Summit Resolution No. 87-18, MO. State Statute No. 34.353, Section 3, (5)).
22. CONFLICTS: No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this agreement. A violation of this provision renders the agreement void. Federal conflict of interest regulations and applicable provisions of Sections 105.450 – 105.496 shall not be violated. Service Provider covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this agreement. The Service Provider further covenants that in the performance of this agreement no person having such interest shall be employed.
23. DEBARMENT: By submission of its response, the Service Provider certifies that neither it nor its principals is presently debarred or suspended by any Federal Department or agency, including listing in the U.S. General Services Administration's List of Parties Excluded from Federal Procurement or Non-Procurement programs; or if the amount of this response is equal to or in excess of \$100,000, that neither it nor its principals nor its subcontractors receiving sub-awards equal to or in excess of \$100,000 is presently disbarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by a Federal Department, agency or provision of law. If the Service Provider is unable to certify any of the statements in this certification, the responder must attach an explanation to its response.
24. FUND ALLOCATION: Continuance of any resulting Agreement, Contract, or issuance of Purchase Orders is contingent upon the available funding and allocation of City funds. The Service Provider understands that the obligation of the City to pay for goods and/or services under the agreement is limited to payment from available revenues and shall constitute a current expense of the City and shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the City nor shall anything contained in the agreement constitute a pledge of the general tax revenues, funds or moneys of the City, and all provisions of the agreement shall be construed so as to give effect to such intent.
25. FREIGHT/SHIPPING: Freight/shipping shall be F.O.B. Destination whereby all transportation charges shall be paid by Service Provider.
26. Davis Bacon Act: The wages for any work utilizing this agreement in which federal funding is utilized shall comply with any and all applicable federal laws and/or requirements to include but not limited to the Davis Bacon Act.

27. During the term of any resultant agreement and for a period of one (1) year following termination, upon Service Provider's request, but not more than twice each year and upon reasonable notice, the City will permit Service Provider to perform a physical audit of the City's records and computer systems to confirm the City's utilization of its licenses of Service Provider's software is in compliance with such agreement.