

PROFESSIONAL SERVICES AGREEMENT NO. 13219 BETWEEN ALACHUA COUNTY AND INDIGITAL, INC.

This Agreement is entered into between Alachua County, Florida, a political subdivision and Charter County of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and INdigital, Inc, a Foreign for Profit Corporation with a principle business address located at 1616 Directors Row Fort Wayne, IN 46808 hereinafter referred to as "Professional". Collectively hereinafter County and Professional referred to as "Parties".

WITNESSETH

WHEREAS, the County issued Request for Proposal., RFP 21-976, seeking qualified Professionals to furnish Next Generation Core Services (NGCS) and Emergency Services Internet Protocol Network (ESInet), (the "Project") in Alachua County, Florida; and

WHEREAS, after evaluating and considering all timely responses to RFP 21-976, the County identified the Professional as the top ranked firm; and

WHEREAS, the County desires to contract the Professional to provide the services described in RFP 21-976 and the Professional desires to provide such services to the County in accordance with the terms and conditions set forth herein; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree as follows:

1. **Term.**

1.1. This Agreement is effective on the date executed by both Parties and continues for an initial term of five (5) years unless earlier terminated as provided herein. This Agreement may be amended at the option of the County for (5) additional (1) year terms at the terms and conditions contained in this Agreement.

1.2. The County's performance and obligation to pay under this Agreement is contingent upon a specific annual appropriation by the Alachua County Board of County Commissioners ("Board"). The Parties hereto understand that this Agreement is not a commitment of future appropriations. Therefore, the continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes, and that the failure of the Board to do so shall not constitute a breach or default of this Agreement.

2. **Representations.** By executing this Agreement, the Professional makes the following

express representations to the County:

2.1. The Professional is professionally qualified to act as the professional for the Project by all public entities having jurisdiction over the Professional and the Project;

2.2. The Professional shall maintain all necessary licenses, permits or other authorizations necessary to act as professional for the Project until the Professional's duties hereunder have been fully satisfied;

2.3. The Professional has become familiar with the Project site and the local conditions under which the Project is to be designed, constructed, and operated;

2.4. The Professional shall prepare all deliverables required by this Agreement in such a manner that they shall be accurate, coordinated, and adequate for the purposes intended and shall be in conformity and comply with all applicable law, codes and regulations;

2.5. The Professional represents that the deliverables prepared by the Professional are adequate and sufficient to accomplish the purposes of the Project and meet the requirements of all applicable federal, state and local codes and regulations.

2.6. The Professional acknowledges that the County's review of the deliverables in no way diminishes the Professionals representations pertaining to the deliverables.

3. **Duties of the Professional.** The Professional shall have and perform the following duties, obligations, and responsibilities to the County as outlined in **Exhibit 1**.

4. **Duties of the County.** The County shall have and perform the following duties, obligations, and responsibilities to the Professional as outlined in **Exhibit 2**.

5. **Method of Payment.** For its assumption and performance of the duties, obligations, and responsibilities set forth herein, the Professional shall be paid in accordance with this section.

5.1 The Professional shall be paid for those services required by this Agreement not to exceed the sum of \$ 1,409,416.16 allocated in the following manner:

5.1.1 The County will distribute an amount of \$1,000,000.00 to the Professional based on the payment schedule contained within **Exhibit 6**, Payment Schedule.

5.1.2 Reference section 5.1 above, one-time non-recurring charges of \$31,526.24 are included within the amount of \$1,409,416.16.

5.1.3 After the down payment by the County of \$1,000,000.00, the amount due the Professional on an annual basis for a period of five (5) years is \$81,883.21.

5.1.4 The annual payment from the County in the amount of \$81,883.21 is for database, routing, and in-bound text.

5.2. No additional reimbursable expense will be paid under this Agreement.

5.3 If the Professional's duties, obligations, and responsibilities are materially changed through no fault of the Professional after execution of this Agreement, additional compensation shall be paid as provided in **Exhibit 3**.

5.4 As a condition precedent for any payment, the Professional shall submit monthly, unless otherwise agreed in writing by the County, an invoice to the County requesting payment for services properly rendered and expenses due. The Professional's invoice shall describe with reasonable particularity each service rendered, the date thereof, *[the time expended, if billed by hour,]* and the person(s) rendering such service. The Professional's invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require. If payment is requested for services rendered by Professional, the invoice shall additionally reflect the allocations as provided and shall state the percentage of completion as to each such allocation. Each invoice shall constitute the Professional's representation to the County that the services indicated in the invoice have reached the level stated, have served a public purpose, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all obligations of the Professional covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to the Professional that payment of any portion thereof should be withheld. Submission of the Professional's invoice for final payment shall further constitute the Professional's representation to the County that, upon receipt by the Professional of the amount invoiced, all obligations of the Professional to others, including its consultants, incurred in connection with the Project, will be paid in full. The Professional shall submit invoices to the County at the following address:

Department Director

Alachua County Fire Rescue
ATTN: 911/Communications Section Chief
PO Box 5038
Gainesville, FL 32601

5.5 In the event that the County becomes credibly informed that any representations of the Professional relating to payment are wholly or partially inaccurate, the County may withhold payment of sums then or in the future otherwise due to the Professional until the inaccuracy, and the cause thereof, is corrected to the County's reasonable satisfaction.

5.6 The County shall make payment to the Professional, of all sums properly invoiced under the provisions of this paragraph, in accordance with the provisions of Chapter 218, Part VII (Local Government Prompt Payment Act), Florida Statutes. Payments shall be made to the following address:

INdigital

1616 Directors Row
Fort Wayne, IN 46808
billing@indigital.net

6. **Alachua County Minimum Wage.**

6.1. The Work performed pursuant to this Agreement is considered covered services under Chapter 22, Article XII, of the Alachua County Code of Ordinances (“Wage Ordinance”), which establishes a government minimum wage for certain contractors and subcontractors providing selected services to Alachua County government. “Covered Employees,” as defined in Sec. 22.45 of the Wage Ordinance, are those employees directly involved in providing covered services pursuant to this Agreement.

6.2. The Contractor shall provide certification, the form of which is attached hereto as **Exhibit five (5)**, to the County that it pays each of its employees the Alachua County Government Minimum Wage, as may be amended by the County on or before October 1st of each year, as well as ensuring that it will require the same of its subcontractors throughout the duration of this Agreement.

6.3. The Contractor shall prominently display a copy of the Wage Ordinance where it is easily seen by covered employees and supply to covered employees upon request. Additionally, the Contractor is responsible to make any person submitting a bid for a subcontract for covered services aware of the requirements.

6.4. Failure to comply with the provisions of the Wage Ordinance will be deemed a breach of contract and authorize the County to withhold payment of funds in accordance with Chapter 218, Florida Statutes.

6.5. The Contractor will include the necessary provisions in subcontracts to ensure compliance. However, the County shall not be deemed a necessary, or indispensable, party in any litigation between the contractor and subcontractor.

7. **Notice.** Except as otherwise provided in this Agreement any notice of default or termination from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with receipt. All notices shall be deemed delivered two (2) business days after mailing, unless deliver is by personal delivery in which case delivery shall be deemed to occur upon actual receipt by the other party.

For purposes of all notices, Contractor’s and County representative are:

County:

Alachua County Fire Rescue

ATTN: 911/Communications Section Chief
PO Box 5038
Gainesville, FL 32601

Professional:
INdigital
1616 Directors Ro
Fort Wayne, IN 46808
contracts@indigital.net

A copy of any notice, request or approval to the County must also be sent to:

Jesse. K. Irby II
Clerk of the Court
12 SE 1st Street
Gainesville, FL 32602
Attn: Finance and Accounting
dmw@alachuaclerk.org

And to:

Procurement Division
12 SE 1st Street
Gainesville, Florida 32601
Attn: Contracts
acpur@alachuacounty.us

8. Default and Termination.

8.1. The failure of the Professional to comply with any provision of this Agreement will place the Professional in default. Prior to terminating the Agreement, the County will notify the Professional in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the Professional seven (7) days to cure the default. The (Title) Manager is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time the County Manager is authorized to provide final termination notice on behalf of the County to the Professional.

8.2. The County may also terminate the Agreement without cause by providing written notice to the Professional. The County Manager is authorized to provide written notice of termination on behalf of the County. Upon such notice, Professional will immediately discontinue all services affected (unless the notice directs otherwise); and deliver to the County all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Professional in performing this Agreement, whether completed or in process. In the event of such termination for convenience, Professional

recovery against County shall be limited to that portion of the Agreement amount earned through the date of termination, but Professional shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the work not performed.

8.3. If funds to finance this Agreement become unavailable, the County may terminate the Agreement with no less than twenty-four hours' notice in writing to the Professional. The County will be the final authority as to the availability of funds. The County will pay the Professional for all work completed prior to any notice of termination.

9. **Project Records.**

9.1 **General Provisions:**

9.1.1. Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public Records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency per §119.011(12), Florida Statutes, or as otherwise provided by law.

9.1.2. In accordance with §119.0701, Florida Statutes, the Professional, *when acting on behalf of the County*, as provided under 119.011(2), Florida Statutes, shall keep and maintain public records as required by law and retain them as provided by the General Record Schedule established by the Department of State. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law. Additionally, the Professional shall provide the public records at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

9.1.3. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the Professional does not transfer the records to the County.

9.2. Confidential Information:

9.2.1. During the term of this Agreement, the Professional may claim that some, or all of Professional's information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as confidential and proprietary by Professional in accordance with §812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Record Act. Professional shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use reasonable efforts to maintain the confidentiality of the information properly identified by the Professional.

9.2.2. The County shall promptly notify the Professional in writing of any request received by the County for disclosure of Professional's Confidential Information and the Professional may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Professional shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Professional shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Professional's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Professional shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement or license, the provisions of this paragraph shall continue to survive. Professional releases County from claims or damages related to disclosure by County

9.3. **Project Completion:** Upon completion of, or in the event this Agreement is terminated, the Professional, *when acting on behalf of the County*, as provided under §119.011(2), Florida Statutes, shall transfer, at no cost, to the County all public records in possession of the Professional or keep and maintain public records required by the County to perform the service. If the Professional transfers all public records to the County upon completion or termination of the agreement, it must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Professional keeps and maintains public records upon the completion or termination of the agreement all applicable requirements for retaining public records shall be met. All records stored electronically shall be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

9.4. Compliance:

9.4.1. If the Professional does not comply with the County's request for records, the County shall enforce the contract provisions in accordance with the Agreement.

9.4.2. A Professional who fails to provide the public records to the County within a reasonable time may be subject to penalties under s.119.10

IF THE PROFESSIONAL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY REPRESENTATIVE AT E-MAIL: publicrecordsrequest@alachuacounty.us; PHONE: (352) 384-3132; ADDRESS: 12 SE 1ST STREET, GAINESVILLE, FL 32601

10. **Ownership of Deliverables.** All project deliverables and documents are the sole property of the County and may be used by the County for any purpose.

11. **Insurance.** The Professional will procure and maintain insurance throughout the entire term of this Agreement of the types and in the minimum amounts detailed in **Exhibit 4**. A copy of a current Certificate of Insurance (COI) showing coverage of the type and in the amounts required is attached hereto as **Exhibit 4-A**.

12. **Permits.** The Professional will obtain and pay for all necessary permits, permit application fees, licenses or any fees required.

13. **Laws & Regulations.** The Professional will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this Agreement. The Professional is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this Agreement. If the Professional is not familiar with state and local laws, ordinances, code rules and regulations, the Professional remains liable for any violation and all subsequent damages or fines.

14. **Indemnification**

14.1. The Professional agrees to protect, defend, indemnify, and hold the County and director and their officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or directly or indirectly relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this Agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., including but not limited to personal injury, death, damage to property (including destruction) defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule, or regulation or decree of any court, shall be included in the indemnity hereunder. The Professional further agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and

defend any such claim at its sole cost and expense through counsel chosen by the County and agrees to bear all other costs and expenses related thereto, even if their (claims, etc.) are groundless, false, or fraudulent. Professional agrees that indemnification of the County shall extend to any and all work performed by the Professional, its sub-Professionals, employees, agents, servants or assigns. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Professional's insurance coverage. This indemnification provision shall survive the termination of the Agreement between the County and the Professional.

14.2. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limitation of liability of §768.28, Florida Statutes.

15. **Standard of Care.** The services of the Professional shall be performed with the skill and care which would be exercised by a qualified professional performing similar services at the time and place such services are performed. If the failure to meet these standards results in deficiencies in the substandard architectural or engineering design, the Professional shall furnish, at his own cost and expense, the redesign necessary to correct such deficiencies, and shall be responsible for any and all consequential damages arising from those deficiencies.

16. **Assignment of Interest.** Neither party will assign or transfer any interest in this Agreement without prior written consent of the other party.

17. **Successors and Assigns.** The County and Professional each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.

18. **Independent Professional or Consultant.** In the performance of this Agreement, the Professional is acting in the capacity of an independent Professional or Consultant and not as an agent, employee, partner, joint venturer, or associate of the County. The Professional is solely responsible for the means, method, technique, sequence, and procedure utilized by the Professional in the full performance of the Agreement.

19. **Collusion.** By signing this Agreement, the Professional declares that this Agreement is made without any previous understanding, Agreement, or connections with any persons, professionals or corporations and that this Agreement is fair, and made in good faith without any outside control, collusion, or fraud.

20. **Conflict of Interest.** The Professional warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this Agreement. The Professional shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.

21. **Prohibition Against Contingent Fees.** As required by §287.055(6), Florida Statutes, the

Professional warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Professional to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Professional any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

22. **Third Party Beneficiaries.** This Agreement does not create any relationship with, or any rights in favor of, any third party.

23. **Severability and Ambiguity.** It is understood and agreed by the Parties to this Agreement that if any of the provisions of the Agreement shall contravene, or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provision or provisions held to be invalid, and the rights and obligations of the Parties shall be construed and enforced accordingly. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if jointly drafted by the Parties and no presumption, inference, or burden of proof shall arise favoring or disfavoring a Party by virtue or authorship of any or all of the Agreement's provisions. Each Party represents and agrees that it has had the opportunity to seek the advice of appropriate professions, including legal professionals, in the review and execution of this Agreement.

24. **Non Waiver.** The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.

25. **Governing Law and Venue.** The laws of the State of Florida shall govern this Agreement and the duties and obligations stated within this Agreement. Sole and exclusive venue for all actions arising under this Agreement shall be in Alachua County.

26. **Attachments.** All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.

27. **Amendments.** The parties may amend this Agreement only by mutual written agreement of the parties.

28. **Captions and Section Headings.** Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.

29. **Counterparts.** This Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument. Receipt via fax or email with pdf attachment by a party or its designated legal counsel of an executed counterpart of this Amendment shall constitute valid and sufficient delivery in order to complete execution and delivery of this Amendment and bind the parties to the terms hereof.

30. **Construction.** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this Agreement.

31. **Electronic Signatures.** The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. The County shall determine the means and methods by which electronic signatures may be used to execute this Agreement and shall provide the Contractor with instructions on how to use said method. Delivery of this Agreement or any other document contemplated hereby bearing an manually written or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in “portable document format” (“.pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

32. **Entire Agreement.** This Agreement constitutes the entire Agreement and supersedes all prior written or oral agreements, understandings, or representations.

33. **U.S. Department of Homeland Security E-Verify System**

33.1. The Professional shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the Professional during the term of the agreement. The E-Verify system is located at <https://www.uscis.gov/e-verify>.

33.2. The Professional shall expressly require any subcontractors performing work or providing services pursuant to the County’s agreement to utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the agreement. The E-verify system is located at <https://www.uscis.gov/e-verify>.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

By: Marihelen Wheeler

Marihelen Wheeler, Chair
Board of County Commissioners

Date: _____

ATTEST

Jess Irby

J.K. "Jess" Irby, Esq., Clerk
(SEAL)

DocuSigned by: **APPROVED AS TO FORM**
Robert C Swain
274E045D4F99416...

Alachua County Attorney's Office

PROFESSIONAL

DocuSigned by:
Jeff Humbarger
2C7D4E398604483...

Print: Jeff Humbarger

Title: CFO

Date: 3/18/2022

IF THE CONTRACTOR IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBANCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF YOUR ORGANIZATION. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.

Exhibit 1: Scope of Services

1. General Requirements The Professional shall provide the Alachua County 9-1-1 Center with Next Generation 9-1-1 Core Services (NGCS) and an Emergency Services IP Network (ESInet) (**Exhibit 7**). These services should be dynamically scalable, redundant, diverse, robust, resilient, and provide the most advanced features for 9-1-1 incident handling.

2. Charges, Payments, Penalties, Increases

2.1. Professional shall hold its billing until all current AT&T legacy related 911 costs associated with selective routing, ALI database, 911 trunking, special circuits, and end office trunk charges are recalculated by AT&T to reflect the new configuration. INdigital, through its regulatory department, will help Alachua County negotiate the new monthly charges down to the lowest applicable fees as regulated by the AT&T tariff.

2.2. The Professional shall identify and lock-in for a period of five (5) years any additional costs related to services described in this agreement. Any additional costs must be identified before contract signing and agreed upon by both parties in advance.

2.3. The Professional may reserve the right to evaluate census population count years six through ten however cannot increase annual costs by more than one (1) percent. Ongoing annual service costs for years six (6) thru ten (10) within this agreement shall not be greater than one per cent (1%) above the initial first five (5) year agreement.

2.4. There shall be no additional charges or an increase in current charges for upgrades, revisions or enhancements to the core services or network described in this agreement unless agreed upon by the County.

2.5. If the Professional acquires the services of AK & Associates, all services provided by AK & Associates for installation and maintenance of core services and network described in this agreement are to be provided to the County during the term of this agreement at no additional cost to the County or the PSAP.

2.6. There shall be no additional cost from INdigital for in-bound and out-bound text to 911. Additional third-party charges may apply.

2.7. The Professional is responsible for connection to all contiguous NGCS providers with active accounts in Clay, Marion, Putnam, Levy, Gilchrist, Columbia, Union and Bradford Counties within the state of Florida and must maintain active agreements with each provider. Connectivity to other public safety network providers is the responsibility of The Professional, at no additional cost to Alachua County.

2.8. The Professional must guarantee fixed monthly pricing for years one through five based on year one census population count. Pricing for years one (1) thru five (5) shall not increase.

2.9. The Professional must have the ability to route 911 calls via legacy tabular data or by geo-spatial data. When geo-spatial routing becomes available through the OSP's and is delivered via the SIP call header to the PSAP it shall be provided at an additional fee of \$0.02 per population.

2.10. The Professional shall provide a service level agreement (SLA) that maintains five nines (99.999%) reliability on all components. Disruptions of services caused by the Professional's end to end solution of services covered under this agreement resulting in downtime, disrupted service or intermittent service of less than five (5) minutes will result in a penalty of 10% of the current monthly cost for all services to the County. The penalty fee must be applied as a credit to the County's monthly invoice from Professional within sixty (60) days.

2.11. The penalty amount for all service disruptions is based on the cost of all services before any annual price reduction due to a down payment amount by the County.

2.12. Disruptions to call delivery or the ability to answer a 9-1-1 call (voice or text) caused by the Professional's end to end solution of services covered under this agreement resulting in downtime, disrupted service or intermittent service between five (5) minutes and sixty (60) minutes will result in a penalty of 50% of the current monthly cost for all services to the County. The penalty fee must be applied as a credit to the County's monthly invoice from Professional within sixty (60) days.

2.13. Disruptions of to call delivery or the ability to answer a 9-1-1 call (voice or text) caused by the Professional's end to end solution of services covered under this agreement resulting in downtime, disrupted service or intermittent service greater than sixty (60) minutes will result in a penalty of 100% of the current monthly cost for all services to the County. The penalty fee must be applied as a credit to the County's monthly invoice from the professional within sixty (60) days.

2.14. The Professional is responsible for ingress management and maintaining connection agreements with all OSP providers. All Originating Service Providers (OSPs) ingress connectivity and 9-1-1 call transport must be connected to the Professional's solution within sixteen (16) months of contract signature date. For any OSP not transitioned to the new ESInet and NGCS in the 16-month period, The Professional must pay any costs associated with the local exchange carrier for providing OSP connection to the legacy selective router.

2.15. There shall be no additional charges for the term years one (1) thru five (5) of the contract relating to network services unless agreed upon by the County.

2.16. There shall be no charges passed on to the county for connection to other network resources to include other counties, tandems, network facilities, wireless carriers or core service providers.

2.17. When generally available, the Professional NGCS shall be capable of continuous, uninterrupted support of video, audio, and data traffic. Once streaming video becomes available

and in use in the PSAP's, The Professional must upgrade any network capacity shortcomings at a cost to be agreed upon by the County or the PSAP.

2.18. A service continuity and disaster recovery platform, The Professional's MEVO system, if initially provided or provided after contract signing, will be deployed at both 911 PSAPs (CCC / CDC). The MEVO platform is an independent call processing system on the output (egress) side of the NGCS Routing Platform. This platform allows for 9-1-1 calls to be routed to a VOIP phone with E9-1-1 functionality. Any disaster recovery equipment must be maintained by The Professional. Every two years The Professional will replace the MEVO IP telephone sets and associated supporting hardware at no charge to the County or the PSAP.

2.19. The Professional shall monitor the reliability of the NGCS components for a period of 45 days post 100% 9-1-1 service cutover. This includes, but is not limited to, the NGCS system components, network components, and legacy network components in order to ensure the 9-1-1 call routing service is functioning properly as designed. If any service or component fails during the course of the monitoring period, the clock will reset on the 45-day period, unless the issue causing a component failure was not the fault of The Professional or its subcontractors/partners, and/or the overall NGCS service team. After final acceptance has been received by The Professional, the County will retain three percent (3%) of the total cost of services over a five (5) year period for a period of forty-five (45) days to ensure all services are operating trouble free. The County has the final word on if services are trouble free. If an issue, problem, service interruption is encountered at any time during the forty-five (45) day wait period, the forty-five (45) day wait period will reset to zero (0) days.

2.19.1 The following fault categories are defined for use during the final acceptance testing process:

2.19.2 Priority 1 = Critical Priority; Priority 2 = High Priority; Priority 3 = Medium Priority

2.19.3 Critical Priority tickets:
911 call delivery
Admin call delivery
No ALI (on 911 screen)
Audio issues at all stations.
Emergency Maintenance tickets (INdigital and or Carrier)

2.19.4 High Priority tickets:
Text to or from 911 not working
Mapping not working
Audio (but not all stations)
Incorrect ALI
NRF

2.19.5 Medium Priority tickets:

Team Support and Toolkit user changes
Maintenance tickets

2.19.6 All detected faults will be documented, and the documentation will include a limited but reasonable time period in which the fault is to be resolved by INdigital

3. Security, Text-to-911, Call Handling Solution, Core Services, ESInet, Monitoring

3.1. The Professional must be able to, if requested by the County, provide text to 911 service or be compatible with existing text to 911 service as deployed at the PSAP; have the ability to transfer SMS and MMS to any TCC. The text-to-911 solution must be able to integrate with the Solacom Guardian CPE and provide in-bound text.

3.2. The Professional is responsible for aspects of the ESInet described in this agreement regardless of carrier affiliation including term agreements and maintenance. ESInet design and performance must mirror SLA five nines (99.999%) reliability. The Professional must continuously and without interruption, monitor the emergency services network for functionality, resiliency, redundancy, and connectivity.

3.3. The Professionals text-to-911 solution, if selected, must give the telecommunicators the ability to transfer SMS to Clay, Marion, Putnam, Levy, Gilchrist, Columbia, Union and Bradford Counties within the State of Florida.

3.4. The Professional shall take responsibility for ordering, installation, testing, and cutover of the supporting network components. This will require The Professional to work closely with the network(s) provider team, PSAP IT network team, the local "last mile" transport provider (if different than the primary carrier), and any other participating firm that may play a role in the overall network solution. The selected diverse and redundant carrier platform designed to accommodate each network connection must be identified and installed and tested within the twelve (12) month timeline.

3.5 The Professional shall provide an inventory of on premise NGCS ancillary equipment and the methodology used to interface to an existing 9-1-1 systems. It is the responsibility of The Professional to plan for the replacement, re-termination, and testing of all ancillary equipment connections prior to system cutover.

3.5.1 Furthermore, and as part of the final 9-1-1 system acceptance, The Professional shall provide an electronic set of as-built NGCS service drawings in .pdf format for documentation. This includes as built drawings depicting all network paths including all nodes, switches, routers, edge devices, and gateways. This must be provided to the County and made available digitally or by hard copy. Details must include the network capacity for each leg, circuit ID, and provider.

3.6 The Professional shall ensure security measures are in place meeting or exceeding NENA NG-SEC standards which have been tested and adopted by the 9-1-1 industry and are

currently deployed. The Professional must provide reliable, industry proven, up-to-date, resilient, and redundant protection to the network and all core services from malicious attacks.

3.6.1 INdigital will provide the following security policies/functions:

3.6.1.1 Maintain a completed NENA NG-SEC compliance matrix

3.6.1.2 Maintain a Security Plan (physical and network)

3.6.1.3 Maintain a credentialing plan/process for external entities

3.6.1.4 Perform proactive real-time monitoring of the network for vulnerabilities

3.6.1.5 Provide a defined Continuity of Operations Plan (COOP) as well as a Disaster Recovery Plan (DR).

3.6.1.6 Provide multi factor authentication for any access to externally accessible critical portals, user interfaces (UIs), etc. (Policy Routing Function portal, reporting portal, system dashboards, etc.).

3.7 All connectivity that includes the PSAP, end offices, AT&T tandems, core service provider(s), OSP's, and aggregators must be geographically identified to include the type of network media in use such as T-1, fiber, SS7, CAMA, copper, etc.

3.8 The Professional NGCS shall connect and be compatible with the existing Alachua County Solacom Guardian 911 CPE system. The Professional must work with AK & Associates to certify in writing that the Solacom Guardian call handling solution will operate with the NGCS and ESInet. Any hardware or software related needs enabling the Solacom Guardian CPE compliant will be under separate contract with the County and AK Associates.

3.9 The Professional shall work with AK & Associates to train PSAP staff on any changes to the Solacom Guardian call handling solution call-taking format. This includes the CPE workstations and CPE administration (MIS, Dashboard, etc.). This may include caller information; caller location; additional information not presently received by the PSAP under the legacy operating network.

3.10 The Professional NGCS, if not already fully i3 compliant, must include a transitional pathway to become fully NENA i3 compliant. The Professional solution must include all core service and ESInet components and functional elements as specified in NENA i3 Standard for Next Generation 9-1-1 dated 12 July 2021.

3.11 The Professional shall maintain (2) diverse end to end carrier connections from each NGCS connection point to the primary PSAP and backup PSAP. The Professional will provide and maintain redundant, diverse connectivity to both the primary and backup PSAP's. At no point shall the connections ride on the same path, network or infrastructure. INdigital is fiscally responsible for all costs associated with network entry into the primary and backup PSAP's. These costs, if any, shall be invoiced to INdigital. INdigital shall provide a copy of the invoice for the services to gain access to the PSAP's to the County. INdigital will add any charges for the services to gain network access to the PSAP's, if any, to the sixty (60) month cost of services to the County for ESInet and NGCS. Additionally, INdigital is responsible for management and oversight of the necessary work to gain network access to the PSAP's.

3.12 The Professional is responsible for all costs associated with interconnection to other area NGCS service providers. The Professional must, within twelve (12) months of contract signing, connect Alachua County to all NGCS and ESInet service providers that are within the immediate boundaries of the County. Furthermore, The Professional must continue to monitor surrounding NGCS service provider activity and work with any NGCS service provider that is implementing service in neighboring counties for the length of the contract term. There also shall be no additional cost to Alachua County to connect to future service providers in neighboring counties.

3.13 The Professional shall, within eighteen (18) months of contract signing, connect Alachua County to NGCS and ESInet service providers operating in Clay, Marion, Putnam, Levy, Gilchrist, Columbia, Union and Bradford Counties in the State of Florida, if said service providers are capable of that connectivity.

3.14 Indigital will provide the following ESInet Architecture:

- 3.14.1 Diverse routes and dual entrance into County PSAP facilities from Florida based Indigital data centers
- 3.14.2 No single points of failure
- 3.14.3 Use of open standards-based protocols
- 3.14.4 Supports IPv4 and IPv6 dual protocol stacks
- 3.14.5 Supports Bidirectional Forwarding Detection
- 3.14.6 Supports IP multicast routing and switching
- 3.14.7 Supports Quality of Service (QoS) marking using Differentiated Service Code Point (DHCP)1
- 3.14.8 Support downtime of less than five (5) minutes annually
- 3.14.9 Provide a Mean Opinion Score (MOS) of 4.0 or better
- 3.14.10 Is Capable of interfacing with other i3-compliant ESInet's
- 3.14.11 Failure of any single instance of a hardware or software element, or physical connection, will not negatively impact overall solution performance
- 3.14.12 All network-connected elements will support at least two (2) redundant network interfaces

4. MIS, MSAG, ALI, GIS, Reporting

4.1. The Professional shall maintain a trainer or other individuals on-call 24x7 for a period of one hundred and twenty (120) hours after go-live to assist PSAP staff with any issues, questions, understanding or explanation associated with the core services and ESInet. The 120 hours is a continuous period that may include a weekend or holiday.

4.2. The Professional Analytics & Visualization MIS Platform shall allow for the aggregation of numerous source data and allow for visualization, reporting and trending of ingress content in a NG9-1-1 network. It must provide visualization and reporting from largest to the smallest of views with the ability to partition and manage content in the appropriate

containers for the addressable customer base for NG9-1-1.

4.2.1. The MIS platform must provide for access to the data from any device at any time. The reporting and data collection system must accommodate secure user ID login and password with the ability to enforce minimum password requirements and require password changes on a predetermined interval.

4.2.2. The reporting and data collection system must support role-based access.

4.3. There shall be no additional costs or expenses payable by the County or the PSAP for the development of MIS reports usable by other PSAPs and mutually agreed upon between the parties.

4.4. The Professional shall provide a “dashboard application” as a means to display network activity and awareness and authorized customer access to portal management tools and training. The Professional must also provide detailed training and instructions on the capabilities and use of any monitoring or dashboard tools available to the County or PSAP. The Professional must also provide additional refresher training or support for training new staff if needed for the length of the contract term at no additional cost.

4.5. Location Database services for the PSAP(s) includes a repository for ALI /legacy wireline records in the County service area. These will be processed by The Professional using industry standard record exchange and correction methods. The Professional must provide detailed instructions to the County on location discrepancy resolution; MSAG management; ALI updates as well as provide GIS updates to the GIS service provider.

5. Termination of Services, Timeline Acceptance, Backup PSAP, Meetings, Emergency Support, 3rd Party Communications

5.1. The Professional may not terminate any service without first providing a one (1) year written notice.

5.2. The Professional shall perform a pre-cutover load test for NGCS service to each PSAP prior to system cutover. A County-approved ATP shall be established and a record of successful test results shall be documented and provided in a report format before the service can be cutover. The Professional must provide pre and post cutover acceptance criteria to the 911 Coordinator and staff in order to receive project acceptance from the County. The criteria must be included and tracked on the project timeline from project inception to conclusion.

5.3. The Professional shall provide a single point of contact for all NGCS sales, project, technical and administrative matters. The initial project kick off meeting and ongoing face-to-face project meetings must occur on a monthly basis on-site at the primary PSAP. These meetings must include the Professional project manager and other pertinent team members. The County reserves the right to determine if a face-to-face or virtual meeting will be conducted.

5.4. The Professional shall provide a single point of contact with 24x7x365 availability for all network and network associated services as outlined in the agreement and is to act on behalf of Alachua County when resolving, investigating or inquiring about any services provided by another service provider. County 911 staff communicates with The Professional and is never to be directed to contact a third party or other service provider; The Professional works on behalf of the county on all matters associated with NGCS and ESInet regardless of who owns the service or network. Alachua County will provide a letter of authorization (LOA) to The Professional to act on the County's behalf regarding any legacy service matters.

5.5. The Professional shall contract with AK Associates, at no additional cost to Alachua County, to stage support personnel at local EOC's in the event of man-made or natural disaster. When the County EOC declares an emergency and ESF 2 (Communications) is activated, The Professional will utilize a qualified individual(s) from AK Associates in the PSAP until released by the County 911 Coordinator or the ESF 2 lead.

6. Facilities

- 6.1 Indigital data centers will provide:
 - 6.1.1 Connection to all power sources which will be redundant and diverse (i.e., at least two (2) separate circuits) with connectivity to the UPS system and backup generator
 - 6.1.2 Redundant entrance facilities
 - 6.1.2.1 Indigital facilities are Tier III and Tier IV which have North and South redundant entrances on separate conduits
 - 6.1.3 Diverse provider facilities
 - 6.1.4 Secured rack space
 - 6.1.5 Minimum Tier 3 Rated

7. Training

- 7.1 Indigital will provide a minimum of:
 - 7.1.1 One (1) Admin training session
 - 7.1.2 One (1) Train the Trainer Session to accommodate twenty (20) people
 - 7.1.3 Four (4) End User in person training sessions
 - 7.1.4 Access 24x7x365 to training manuals
 - 7.1.5 Annual on-line refresher training for the life of the contract upon request
- 7.2 Training Sessions will include services for:
 - 7.2.1 Spatial interface user's tools
 - 7.2.2 Reporting and logging tools
 - 7.2.3 Incident reporting and ticketing tools
 - 7.2.4 Dashboards
 - 7.2.5 Change-management requests, processes, and tools
 - 7.2.6 PRF policy management
 - 7.2.7 GIS tools and procedures

- 7.2.8 Subscriber Order Input (SOI) update procedures
 - 7.2.9 LVF procedures
 - 7.2.10 Text (if applicable)
- 7.3 All training will be held during mutually agreed upon dates/times.

8. Cutover Coordination

- 8.1 INdigital will support/provide:
 - 8.1.1 The coordination of cutover activities with all service providers, County staff, and PSAP personnel
 - 8.1.2 A detailed cutover plan
 - 8.1.3 Coordinate conference calls
 - 8.1.4 Supporting documentation

9. Migration Plan

- 9.1 INdigital will support the following:
 - 9.1.1 Provide a detailed migration plan that includes a full description of the methods and procedures that will be employed to ensure a non-service-affecting migration from the current AT&T and Intrado environment to the new system
 - 9.1.2 Provide a recommended transition
 - 9.1.3 The plan will include a fallback procedure to restore County to a re-migration operational state in the event of a catastrophic failure

Exhibit 2: Duties of the County

1. Respond to all questions, concerns, and inquiries from INdigital and those working in support of INdigital within two (2) working days.
2. Provide accompanied access to County facilities as needed to perform the services as listed in the agreement.
3. Provide facilities for on-site meetings and means to conduct teleconferences
4. Maintain records of all meetings, discussions, and decisions and distribute upon request.
5. Provide "Letter of Authorization" for INdigital to act on the County's behalf for circuit queries and orders.
6. Assign County Project Manager.
7. Prepare County PSAP staff and stakeholders for any expected changes to the PSAP operation.
8. Work with INdigital to arrange all training activities pre and post cutover.
9. Provide PSAP specific data - technical / operational / administrative as required by INdigital
10. Provide on-site County and PSAP support staff during cutover.
11. Monitor and engage in pre and post acceptance practices.

Exhibit 3: Method of Additional Compensation

1. Should the County require additional services from the Professional, which services are not contained within the scope of this initial first agreement, the County will be responsible for funding any additional services utilizing 911 fee revenue funds.
2. For any additional services associated with a cost, the County must first accept the services and cost within an amendment or modification to the original agreement.
3. The Professional is not permitted to levy additional costs for payment by the County without first having amended the current agreement for services.

Exhibit 4: Insurance Requirements

TYPE "B" INSURANCE REQUIREMENTS "Professional or Consulting Services"

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors.

I. COMMERCIAL GENERAL LIABILITY.

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

II. AUTOMOBILE LIABILITY.

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

III. WORKERS COMPENSATION AND EMPLOYER'S LIABILITY.

A Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

B Employer's Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

IV. PROFESSIONAL LIABILITY or ERRORS AND OMISSIONS LIABILITY (E&O).

Professional (E&O) Liability must be afforded for not less than \$1,000,000 each claim, \$1,000,000 policy aggregate

V. OTHER INSURANCE PROVISIONS.

A The policies are to contain, or be endorsed to contain, the following provisions:

B Commercial General Liability and Automobile Liability Coverages

1 The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.

2 The Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

C All Coverages

1 The Contractor shall provide a Certificate of Insurance to the County with a notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under claims made from the certificate will show a retroactive date, which should be the same date of the contract (original if contact is renewed) or prior.

VI. SUBCONTRACTORS

Contractors shall include all subcontractors as insured under its policies. All subcontractors shall be subject to the requirements stated herein.

CERTIFICATE HOLDER:

Alachua County Board of County Commissioners

Exhibit 4-A: Certificate of Insurance

Exhibit 5: Certification of Meeting Alachua County Wage Ordinance

The undersigned certifies that all employees, contracted and subcontracted, completing services as part of this Agreement are paid, and will continue to be paid, in accordance with Chapter 22, Article III of the Alachua County Code of Ordinance (“Wage Ordinance”).

INdigital
1616 Directors Row
Fort Wayne, IN 46808
260-469-2010
contracts@indigital.net

Project Description: (*Contact Title*); (*Description*)

PROFESSIONAL

By: _____
Print: Jeff Humbarger
Title: CFO
Date: _____

INCORPORATED OR ARE OTHERWISE NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBANCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE AGREEMENTS. IF A NATURAL PERSON, THEN YOUR SIGNATURE SHOULD BE NOTARIZED.

Exhibit 6: Payment Schedule

Alachua County FL NGCS price matrix
 INdigital NGCS platform

1/31/22



line		MSRP		
	population served	278,468		
	feature description	monthly	12 month term	
2	Database	\$5,569.36	\$66,832	
3	Routing Services	\$13,923.40	\$167,081	
4	Routing Services - Geospatial (Optional Add-on)	\$5,569.36	\$66,832	not included
5	Network - See below*	\$2,058.20	\$28,298	
6	Text - Inbound only	\$1,113.87	\$13,366	optional
7	Memo (not quoted)	\$0.00	\$0.00	optional
8	911 Logic MIS Tier 2 (not quoted)	\$0.00	\$0.00	optional
9				
10	Monthly recurring cost for 911 services	\$21,850.98	\$262,211.52	
11	Optional services	\$1,113.87	\$13,366.48	
12	Total w/options	\$22,964.83	\$275,577.98	
	Service Setup costs			
13	911 Logic MIS (not quoted)	\$0.00		optional
14	PSAP conversion (IN450059)	\$22,046.24		
15	Network NRC	\$0.00		
16	Redundant PSAP meter setup	\$9,480.00		
17	Total Service Setup Costs	\$31,526.24		

full custom
 or (ala carta)
 \$0.02000
 \$0.05000
 \$0.02000
 \$0.04850
 \$0.00400
 \$0.01000

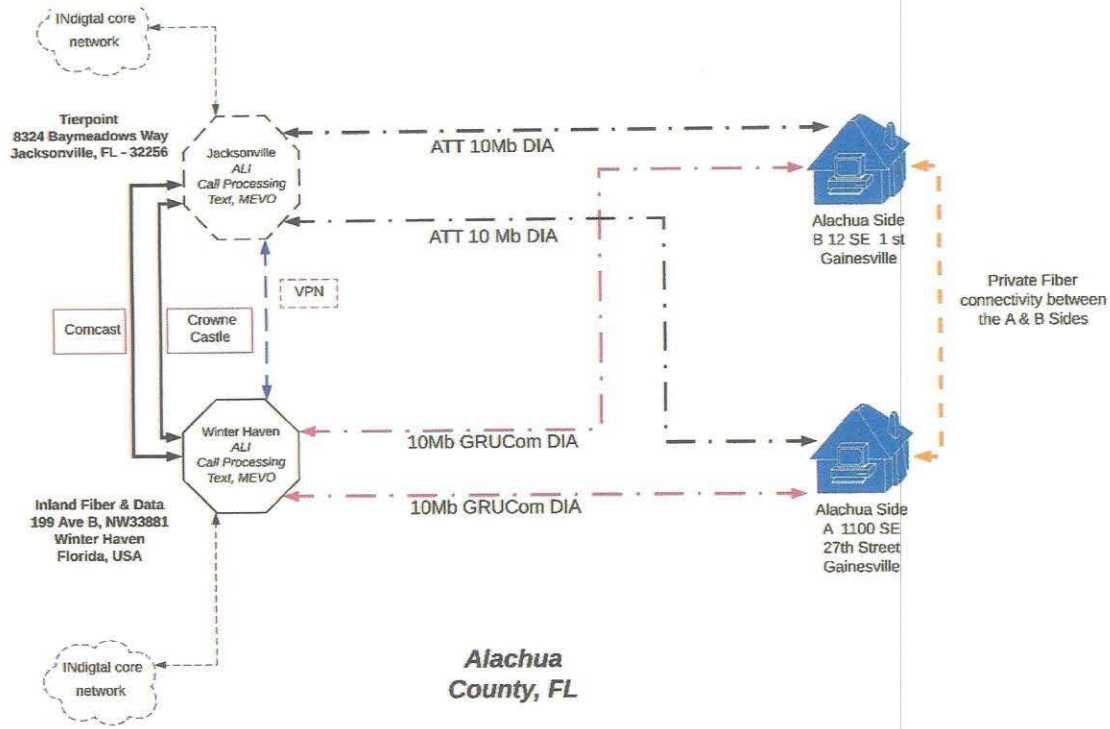
Set up Fees	\$31,526.24
Year 1 of INdigital NGCS Services	\$275,577.98
Total Year 1 Cost	\$307,104.22
Total Year 2 Cost	\$275,577.98
Total Year 3 Cost	\$275,577.98
Total Year 4 Cost	\$275,577.98
Total Year 5 Cost	\$275,577.98
Total 60 Month Investment	\$1,409,476.16

If Alachua chooses to provide a \$1M down payment, the monthly recurring cost will be \$6,823.60 for the length of the term.

- \$50,000 Agreement between County and INdigital signed by both parties 5% of total
- \$250,000 All equipment installed in primary and backup PSAP's 25% of total
- \$250,000 All NG IP circuits installed, tested, and functional 25% of total
- \$100,000 PSAP staff trained 10% of total
- \$250,000 Both primary and backup PSAP's receiving and forwarding 911 calls to a minimum of three (3) other 25% of total

	counties on INdigital maintained IP network	
\$70,000	Final acceptance by County	7% of total
\$30,000	Surety performance; section 2.19 of agreement	3% of total
Total:	\$1,000,000.00	100%

Exhibit 7: Network Diagram



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Item #19, 22-0282

Final Audit Report

2022-04-28

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