

**ADDENDUM NO. 1 TO MASTER PURCHASE AGREEMENT  
BETWEEN  
MARTIN COUNTY BOARD OF COMMISSIONERS, FL  
AND  
VESTA SOLUTIONS, INC.  
FOR THE PURCHASE OF PRODUCTS AND SERVICES**

This Addendum to the Agreement named above (“Addendum”) is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2021 by and between Martin County Board of Commissioners, (“Customer”), and Vesta Solutions, Inc. (“Vesta”) formerly known as Airbus DS Communications, Inc. Customer and Vesta are sometimes referred to in this Amendment collectively as the “Parties,” or individually as a “Party.”

**RECITALS**

A) The Customer and Vesta have entered into that certain Master Purchase Agreement dated December 18, 2015 (the "Master Agreement"), which provided for the purchase of Products and Services from Vesta.

B) In September of 2019, the State of Florida received notification that its Federal Grant Application for an NG911 Grant administered by the National Telecommunications Industry Association and Federal Department of Transportation was approved.

C) On March 18, 2021, the State of Florida E911 Board issued a grant award for E911 revenue funds to improve the E911 system serving Martin County, FL, grant number S17-21-02-29 for a total grant award of \$22,698.80 (“AAC Grant”). See **Exhibit A**.

D) On June 16, 2021, the State of Florida E911 Board issued a grant award for E911 revenue funds to improve the E911 system serving Martin County, FL, grant number S18-21-06-08 for a total grant award of \$694,533.80 (“Hardware Refresh Grant”). See **Exhibit B**.

E) The State of Florida (hereinafter “State”), the Department of Management Services (“DMS”), acting as a pass-through entity, and the Customer entered into a subaward agreement (“DMS Agreement”) whereby all subrecipients, as defined by 2 CFR §200.93 must comply with the terms and conditions of the Subaward Agreement.

F) On February 16, 2021, Vesta presented the Customer a Quote No. DIR3473562B (“AAC Quote”) for an Automatic Abandoned Callback (“AAC”) feature with a value of \$22,698.00. See **Exhibit C**.

G) On May 20, 2021, in response to Vesta’s Quote, the Customer issued Purchase Order No. P2106204 (“AAC Purchase Order”) for a value of \$22,698.00. See **Exhibit D**.

H) On July 9, 2021, Vesta presented the Customer a Hardware Refresh Firm Price Proposal to the Customer with a value of \$709,868.80 (“Hardware Refresh Proposal”). See **Exhibit E**.

I) The Customer and Vesta desire to amend the Master Agreement to incorporate additional terms and conditions related to the AAC Purchase Order and Hardware Refresh Proposal, subject to the terms set forth in this Addendum.

J) NOW, THEREFORE, in consideration of the foregoing premises, the Parties agree to amend the Master Agreement to add the following addendum:

## **AGREEMENT**

IN CONSIDERATION of the foregoing recitals and representations and the mutual covenants and agreements and conditions in this Addendum, the Parties agree as follows:

1. Vesta and Customer agree that the terms and conditions that will govern the AAC Purchase Order and the Hardware Refresh Proposal are those of the Master Agreement in addition to this Addendum No. 1.
2. Vesta as a subrecipient of the Grant agrees to be bound by the terms of the DMS Agreement as seen in the AAC Grant and Hardware Refresh Grant, as applicable. See attached **Exhibits A and B**.
3. Vesta as a subrecipient of the Grant agrees to all provisions necessary to ensure Vesta's compliance with applicable state and federal laws.
4. Vesta shall maintain all records, including those pertaining to any and all contractors, subcontractors, and consultants to be paid from funds provided under this Addendum and further including documentation of all program costs in a form sufficient to determine compliance with the requirements and objectives of the Application, and all other applicable laws and regulations, for the longer of five (5) years after the end of the performance period specified in the table above and all pending matters or the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).
5. Vesta must comply with the requirements of Chapter 119, F.S., in the performance of its obligations under this Addendum. Vesta must also ensure that any contractors and subcontractors that perform work pursuant to this Agreement comply with the requirements of Chapter 119, F.S., as applicable.
6. In accordance with Executive Order 11-116, Vesta is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Addendum for the services specified in the DMS Agreement. Vesta must also include a requirement in contracts that the contractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Addendum term. If the Vesta is not enrolled in DHS E-Verify System, it will do so within five (5) days of notice of the Agreement execution. The link to E-Verify is <http://www.uscis.gov/e-verify>.
7. All other Terms and Conditions of the above referenced Agreement not specifically amended herein shall be incorporated by reference in their entirety and shall remain in full force and effect. If there are any inconsistencies between the provisions of the Addendums signed in the past and the provisions of the Agreement, the provisions of this Addendum will prevail.

**REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

IN WITNESS THEREOF, the Parties hereto have duly executed this Addendum as of the date first stated above.

**VESTA SOLUTIONS, INC**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

ATTEST:

**BOARD OF COUNTY COMMISSIONERS  
MARTIN COUNTY, FLORIDA**

\_\_\_\_\_  
CAROLYN TIMMANN, CLERK OF THE  
CIRCUIT COURT AND COMPTROLLER

\_\_\_\_\_  
STACEY HETHERINGTON, CHAIR

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

\_\_\_\_\_  
SARAH W. WOODS, COUNTY ATTORNEY

## **Exhibit A**

**Next Generation 911 (NG-911)  
Additional Terms and Conditions for Rural and State Grant Funded by Federal Grant  
Funding or Deemed State Match Funding**

**Grant Agreement No. S17-21-02-29**

**Incorporated herein by reference.**

**Next Generation 911 (NG-911) Additional Terms and Conditions for Rural and State Grant Funded by Federal Grant Funding or Deemed State Match Funding S17-21-02-29**

The State of Florida (hereinafter "State"), Department of Management Services (hereinafter "Department" or "DMS"), acting as a pass-through entity, has made this subaward, as defined in 2 CFR §200.92, of Federal Award No. 69N37619300000911FLO. All subrecipients, as defined by 2 CFR §200.93, and all recipients of state funding provided in accordance with federal grant matching requirements (hereinafter both referred to, without distinction, as "Grantee") must comply with the terms and conditions specified herein, in accordance with 2 CFR §200.331. The terms of this addendum supplement the terms and conditions contained in W Form 1A, Application for the E911 Rural County Grant Program or W Form 3A, Application for the 911 Grant Programs (hereinafter the "Application"), and the Grantee's award letter.

<b>Subaward Agreement</b>	
<b>Federal Award Identification</b>	
<b>Federal Awarding Agency:</b> Joint grant with U.S. Department of Transportation National Highway Traffic Safety Administration (NHTSA), and the U.S. Department of Commerce, National Telecommunications and Information Administration (NTIA)	
<b>Federal Award Date:</b> August 9, 2019	
<b>State Agency/Pass-Through Entity:</b> The Florida Department of Management Services	<b>Sub recipient Name:</b> <i>(name must match name associated with FEIN)</i> Martin County Board of County Commissioners
<b>Federal Award No. (FAIN):</b> 69N37619300000911FLO	<b>Subaward Period of Performance:</b> Begins on March 18, 2021 and continues until March 31, 2022
<b>Federal Award Period of Performance:</b> <b>Start:</b> August 9, 2019 <b>End:</b> March 31, 2022	<b>Amount of Federal Funds Obligated by this Subaward:</b> As specified on Grantees award letter
<b>Amount of Federal Funds Obligated to Grantee by DMS for any purpose, including under this agreement:</b> \$ 22,698.00	<b>Total Amount of this Federal Award Committed to Grantee by DMS:</b> \$ 22,698.00
<b>Federal Award Project Description:</b> The Next Generation 911 (NG-911) Advancement Act provides new funding for grants to be used for 1) the implementation and operation of 911 services, Enhanced 911 (E911) services, migration to an IP-enabled emergency network, and adoption and operation of NG911 services and applications; 2) the implementation of IP-enabled emergency services and applications enabled by NG-911 services, including the establishment of IP backbone networks and the application layer software infrastructure needed to interconnect the multitude of emergency response organizations; and 3) training public safety personnel, including call-takers, first responders, and other individuals and organizations who are part of the emergency response chain in 911 services.	
<b>Catalog of Federal Domestic Assistance No.:</b> 20.615	<b>Catalog of Federal Domestic Assistance Title:</b> 911 Grant Program

Grantee receives federal awards directly from a Federal Awarding Agency: <input checked="" type="checkbox"/> YES <input type="checkbox"/> No
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Grantee has disclosed if it has prior experience with same or similar subawards to DMS: <input checked="" type="checkbox"/> YES <input type="checkbox"/> No
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## 1. GENERAL TERMS AND CONDITIONS

By executing this agreement, the Grantee agrees to the following:

- 1.1. The Application, the Grantee's award letter, and this document, including its attachments and exhibits (hereinafter collectively referred to as the "Agreement"), contain all of the terms and conditions agreed upon by the parties. If there are any conflicting provisions between the documents that make up the Agreement, the following order of precedence applies:
  - 1.1.1. this document;
  - 1.1.2. Attachment 1, Audit Requirements for Awards of State and Federal Financial Assistance (with its Exhibit 1);
  - 1.1.3. the Grantee's award letter; and
  - 1.1.4. the Grantee's submitted Application.
- 1.2. In accordance with sections 365.172 and 365.173, F.S., the Grantee shall perform the tasks specified herein in accordance with the terms and conditions of this Agreement.
- 1.3. The term of this agreement is coterminous with the subaward period of performance identified in the table above.
- 1.4. The parties shall be governed by all applicable state and federal laws, rules, and regulations, including, but not limited to, the federal 911 Grant Program Notice of Funding Opportunity (NOFO), 2 CFR Part 200, and those identified in the "Applicable Statutes and Regulations" table below. Any express reference in this Agreement to a statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.
  - 1.4.1. The Grantee agrees to conduct all procurements in accordance with 2 CFR §200.318 – 200.326.
  - 1.4.2. The Grantee agrees that this Agreement is subject to the Federal Funding Accountability and Transparency Act (FFATA), which may require the Grantee to report to the FFATA Subaward Reporting System (FSRS).
  - 1.4.3. The Grantee agrees to comply with the State of Florida Reference Guide for State Expenditures, which can be obtained at:  
<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.
- 1.5. This is a cost reimbursement agreement. This Agreement shall not exceed the amount specified on the Grantee's award letter, and payment shall only be issued by the Department after acceptance of the Grantee's performance as set forth by the terms and conditions of this Agreement. No renewals of this Agreement are available.
- 1.6. The Grantee agrees to use the funds awarded under this Agreement only for costs directly incurred for the grant project activities specified in the Application and costs consistent with the cost principles identified in 2 CFR Part 200, including Subpart E of such regulations. Costs must be reasonable, necessary, allocable, and allowable for the approved project and only incurred during the period of performance specified in the table above. In addition to the "Specifically Excluded E911 Expenses," identified on the Application, ineligible costs that are not reimbursable under this Agreement include, but are not limited to, costs to operate legacy E911 or 911 systems, costs to operate the NG911 system after it is fully operational, activities related to construction, and independent verification and validation testing for product service, and system purchases.



- 1.6.1. The Grantee shall refund to the Department any balance of unobligated funds that was advanced or paid to the Grantee.
- 1.6.2. The Grantee shall refund any monies used for ineligible purposes under the laws, rules, and regulations governing the use of these funds.
- 1.6.3. The Grantee agrees that this Agreement is not for indirect cost rate or research and development.
- 1.7. The Grantee agrees that the final request for reimbursement and supporting documentation for incurred obligations shall be submitted to the Department no later than the term of this Agreement.

## 2. AUTHORITY

The Department has been appropriated funds from the Emergency Communications Number E911 System Trust to provide grants to counties for the purpose of upgrading E911 systems. The Department has the authority, pursuant to section 282.702, F.S., to enter into this Agreement and to disburse the appropriated funds to the Grantee under the terms and conditions set forth herein.

## 3. OBLIGATION TO PAY

The State's obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature and the funding sources set forth in the Federal Award Identification and is subject to any modification in accordance with either Chapter 216, F.S., or the Florida Constitution.

## 4. MODIFICATION

The terms of the Application are hereby modified as follows:

### 4.1. The following is hereby added to Section 9.3:

The E911 Board will not approve any change requests that do not comply with the federal grant.

### 4.2. The following is hereby added to Section 9.3.2:

Time extensions for awards funded with federal grant money, as identified on the Grantee's award letter, must not exceed the period of performance specified in the table above. If the time extension for an award that is State match, only the funds expended within the period of performance will be considered as state match.

### 4.3. The Scope of Work is hereby modified to specify the following deliverable(s):

Deliverable No. 1 – Tasks to implement automated abandoned callback for 911		
Performance Standard	Documentation	Financial Consequences
Complete all work to implement automated abandoned callback for 911 processing as outlined in grant application, in accordance with the Grantee's contract with its vendor, which is attached as Attachment 2 [note: this Agreement will be amended to attach this contract once obtained by the Grantee].	1) Reimbursement claim in accordance with Section 15, below. 2) The Grantee shall submit copies of: <ul style="list-style-type: none"> <li>a. Any contracts or purchase orders with vendors;</li> <li>b. Vendor invoices;</li> <li>c. Proof of payment to vendors; and</li> <li>d. Proof of receipt of deliverables.</li> </ul>	If Grantee fails to comply with any term of the award, DMS shall take one or more of the following actions:  1. Temporarily withhold cash payments pending correction of the deficiency by Grantee; 2. Disallow all or part of the cost of the activity or action not in compliance;

		<p>3. Wholly or partly suspend or terminate the current award for the Grantee;</p> <p>4. Suspend or deny future grant awards; or</p> <p>5. Take other remedies that may be legally available.</p> <p>DMS will provide no reimbursement for any improvement that does not meet the standards established in this award.</p>
<b>TOTAL REIMBURSABLE AMOUNT NOT TO EXCEED \$22,698.00</b>		

## 5. CONTACTS

In accordance with section 215.971(2), F.S., and 2 CFR §200.331(a)(x),

5.1. The Department's Grant Manager is responsible for enforcing performance of this Agreement's terms and conditions and will serve as the Department's liaison with the Grantee. As part of his or her duties, the Department's Grant Manager will:

- 5.1.1. Monitor and document the Grantee's performance of the terms of this Agreement, which may include but shall not be limited to, onsite visits by DMS staff, limited scope audits, or desktop monitoring;
- 5.1.2. Review all documentation for which the Grantee requests payment; and
- 5.1.3. Reconcile and verify all funds received against all funds expended during the period of this Agreement and produce a final reconciliation report that identifies any funds paid in excess of the expenditures incurred by the Grantee.

The Department's Grant Managers responsible for the administration of this Agreement are:

**Leon Simmonds, State 911 Coordinator**  
**4030 Esplanade Way**  
**Tallahassee, FL 32399**

**Pam Gerard, Federal Program Manager**  
**4030 Esplanade Way Suite 180k**  
**Tallahassee, FL 32399**

5.2. The Grantee's Agreement Manager is responsible for monitoring performance of this Agreement's terms and conditions and will serve as the Grantee's liaison with the Department. As part of his or her duties, the Grantee's Agreement Manager shall provide all reports, as well as any other required documents under this Agreement, to the E911 Board in accordance with Section 9.0 of the Application.



The Grantee's Agreement Manager responsible for the administration of this Agreement is:

**The County 911 Coordinator, named in the Application.**

5.3. In the event that different managers or addresses are designated by either party after execution of this Agreement, notice of the name, title, and address of the new manager will be provided to the other party in writing. Such changes do not require a formal written amendment to the Agreement.

## **6. AUDIT REQUIREMENTS**

- 6.1. The Grantee shall retain all its records, financial records, supporting documents, statistical records, and any other documents, including electronic storage media, pertinent to this Agreement in accordance with the record retention requirements of Part V of Attachment 1, Audit Requirements for Awards of State and Federal Financial Assistance. The Grantee shall cooperate with the Department to facilitate the duplication and transfer of such records or documents upon the Department's request.
- 6.2. The Grantee shall maintain books, records, and documents in accordance with the generally accepted accounting principles to sufficiently and properly reflect all expenditures of funds provided by the Department under this Agreement.
- 6.3. The Grantee shall comply with all applicable requirements of section 215.97, F.S., and Attachment 1, Audit Requirements for Awards of State and Federal Financial Assistance. If the Grantee is required to undergo an audit, the Grantee shall disclose all related party transactions to the auditor.

## **7. RECORDS**

- 7.1 As required by section 215.97, F.S., and Rule 69I-5.006 Florida Administrative Code (F.A.C), the Department, the Department of Financial Services, and the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Grantee which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Grantee's personnel for the purpose of interview and discussion related to such documents. This provision does not limit the Department's authority to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state awarding agency inspector general, the Auditor General, or any other State official.
- 7.2 The Grantee shall maintain all records, including those pertaining to any and all contractors, subcontractors, and consultants to be paid from funds provided under this Agreement and further including documentation of all program costs in a form sufficient to determine compliance with the requirements and objectives of the Application, and all other applicable laws and regulations, for the longer of five (5) years after the end of the performance period specified in the table above and all pending matters or the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).
- 7.3 If the Grantee's record retention requirements terminate prior to the requirements stated herein, the Grantee may meet the Department's record retention requirements for this Agreement by transferring its records to the Department at that time, and by destroying duplicate records in accordance with section 501.171, F.S., and, if applicable, section 119.0701, F.S. The Grantee shall adhere to established information

destruction standards such as those established by the National Institute of Standards and Technology Special Publication 800-88, "Guidelines for Media Sanitization" (2006). See <http://csrc.nist.gov>.

7.4 The Grantee's performance under this Agreement shall be subject to the 2 CFR Part 200 and 2 CFR Part 225 (OMB CIRCULAR A-87).

7.5 The Grantee shall be subject to Federal Acquisition Regulations 31.2 and 931.2.

## **8. PUBLIC RECORDS**

The Grantee, an agency as defined in section 119.011(2), F.S., must comply with the requirements of Chapter 119, F.S., in the performance of its obligations under this Agreement. The Grantee must also ensure that any contractors and subcontractors that perform work pursuant to this Agreement comply with the requirements of Chapter 119, F.S., as applicable.

## **9. LIABILITY**

9.1. The Grantee is solely responsible to parties it deals with in carrying out the terms of this Agreement and, subject to the limitation of section 768.28, F.S., the Grantee shall hold the Department harmless against all claims of whatever nature by third parties arising from performance under this Agreement.

9.2. The Grantee, a subdivision as defined in section 768.28, F.S., agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Department and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, F.S. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity by the Grantee. Nothing in this Agreement may be construed as consent by a State agency or subdivision of the State to be sued by third parties in any matter arising out of any contract.

## **10. EVENTS OF DEFAULT**

If any of the following events occur ("Events of Default"), all obligations on the part of the E911 Board to make any further payment of funds shall, if the Department elects, terminate and the Department has the option to exercise any of its remedies set forth herein. However, the Department may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies and without becoming liable to make any further payment. The Events of Default are:

- 10.1. If any warranty or representation made by the Grantee in this Agreement or any previous agreement with the Department is or becomes false or misleading in any respect;
- 10.2. If the Grantee fails to keep or timely perform any of the obligations, terms, or covenants in this Agreement or any previous agreement with the Department and has not cured them in timely fashion;
- 10.3. If the Grantee or is unable or unwilling to meet its obligations under this Agreement;
- 10.4. If material adverse changes occur in the financial condition of the Grantee at any time during the term of this Agreement; or
- 10.5. If any reports required by this Agreement have not been submitted to the Department or have been submitted with incorrect, incomplete, or insufficient information.

## **11. REMEDIES**

If an Event of Default occurs, then the Department shall provide a written notice to the Grantee, and, upon the Grantee's failure to cure the default within the thirty (30) calendar days, the Department may exercise any one (1) or more of the following remedies, either concurrently or consecutively:

- 11.1. terminate this Agreement in accordance with Section 12, Termination, below;

- 11.2. withhold or suspend payment of all or any part of a request for payment;
- 11.3. exercise any corrective or remedial actions, including but not limited to:
  - 11.3.1. request additional information from the Grantee to determine the reasons for or the extent of non-compliance or lack of performance;
  - 11.3.2. issue a written warning to advise that more serious measures may be taken if the situation is not corrected; or
  - 11.3.3. advise the Grantee to suspend, discontinue, or refrain from incurring costs for any activities in question.

Pursuing any of the above remedies will not preclude the Department from pursuing any other remedies available under this Agreement or at law or in equity. If the Department waives any right or remedy in this Agreement or fails to insist on strict performance by the Grantee, it does not affect, extend, or waive any other right or remedy of the Department, or affect the later exercise of the same right or remedy by the Department for any other default by the Grantee.

## 12. TERMINATION

- 12.1. Termination Due to the Lack of Funds. If funds become unavailable for the Agreement's purpose, such event will not constitute a default by the Department or the State. The Department agrees to notify the Grantee in writing at the earliest possible time if funds are no longer available. In the event that any funding identified by the Grantee as funds to be provided for completion of the project as described herein becomes unavailable, including if any State funds upon which this Agreement depends are withdrawn or redirected, the Department may terminate this Agreement by providing written notice to the Grantee. The Department will be the final authority as to the availability of funds.
- 12.2. Termination for Cause. The Department may terminate this Agreement for cause after ten (10) days of a written notice, which will be issued after the 30-day cure period ends. Cause includes, but is not limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, and regulations, failure to perform on time, or refusal to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, F.S., unless exempt from Section 24(a) of Article I of the State Constitution and section 119.07(1), F.S., or applicable state or federal law, which the Grantee created or received under this Agreement.
- 12.3. Termination for Convenience. The Department may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds by providing the Grantee with thirty (30) calendar days' prior written notice.
- 12.4. Mutual Termination. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.
- 12.5. Grantee Responsibilities upon Termination. Upon notice of termination, the Grantee shall:
  - 12.5.1. not incur new obligations for the terminated portion of the Agreement; and
  - 12.5.2. cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice are disallowed. The Grantee shall not be relieved of liability to the Department because of any breach of this Agreement by the Grantee. The Department may, to the extent authorized by law, withhold payments to the Grantee for the purpose of set-off until the exact amount of damages due to the Department from the Grantee is determined.

### **13. RESULTING THIRD PARTY CONTRACTS AND SUBCONTRACTS**

- 13.1. The Grantee may contract with third parties to perform work. The Grantee remains fully responsible for satisfactory completion of any and all work performed by any contractors and subcontractors.
- 13.1.1 If the Grantee contracts all or part of the work contemplated under this Agreement, including entering into contracts with vendors for services, it is understood by the Grantee that all such contract arrangements shall be evidenced by a written document containing all provisions necessary to ensure the contractor's compliance with applicable state and federal laws. The Grantee further agrees that the Department shall not be liable to the contractor for any expenses or liabilities incurred under the contract and that the Grantee shall be solely liable to the contractor for all expenses and liabilities incurred under the contract. The Grantee, at its expense, will defend the Department against such claims.
- 13.2. With the Grantee's approval, the Grantee's contractor may subcontract work performed, and the Grantee's contractor will be fully responsible for satisfactory completion of all subcontracted work.
- 13.3. The Grantee agrees all Grantee contracts or subcontracts entered into pursuant to this Agreement shall contain:
- 13.3.1 language requiring contractor(s) or subcontractor(s) who are paid from funds provided under this Agreement (i) be bound by the terms of this Agreement, as applicable; and (ii) be bound by, and contain all provisions necessary to ensure the contractor's compliance with, all applicable state and federal laws and regulations.
- 13.3.2 all applicable provisions from Appendix II to 2 CFR Part 200—Contract Provisions For Non-Federal Entity Contracts Under Federal Awards; and
- 13.3.3. without modification, all paragraphs contained in Section 16, Instructions for Lower Tier Participants, of this Agreement.

### **14. MANDATED CONDITIONS**

- 14.1. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County.
- 14.2. If any provision of this Agreement is in conflict with any applicable statute or rule or is unenforceable, then the provision shall be null and void to the extent of the conflict and shall be severable but shall not invalidate any other provision of this Agreement.
- 14.3. In accordance with Executive Order 11-116, the Grantee is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Agreement for the services specified in the Agreement. The Grantee must also include a requirement in contracts that the contractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term. If the Grantee is not enrolled in DHS E-Verify System, it will do so within five (5) days of notice of the Agreement execution. The link to E-Verify is <http://www.uscis.gov/e-verify>.
- 14.4. In accordance with section 11.062 and 216.345, F.S., funds received under this Agreement are not to be used for the purpose of lobbying or used to directly or indirectly influence legislation or any other official action by the Florida Legislature, the judicial branch, or any state agency.

### **15. MISCELLANEOUS**

- 15.1. Payment Process. Subject to the terms and conditions established in this Agreement and the billing procedures established by the Department, the Department agrees to pay the Grantee in accordance with section 215.422, F.S. The applicable interest rate can be obtained at: <http://www.myfloridacfo.com/Division/AA/Vendors/default.htm>.



- 15.2. Invoicing. The Grantee shall submit all claims for reimbursement and for progress payments, as described in the Application, using Appendix IV, Financial Reimbursement of Expenditures Reporting Form, to the Application. The Grantee may submit claims to the Board as needed; however, the Grantee shall not submit more than one claim per month. After receipt of the reimbursement claim, and in accordance with the payment provisions established in this Agreement, the Department shall disburse the amount of funds approved by the Board.
- 15.3. Invoice Detail. Invoices submitted by the Grantee must fulfill all requirements specified in the scope of work and include all supporting documentation, when applicable. The Grantee shall also submit invoices in sufficient detail to fulfill all applicable requirements of the State of Florida Reference Guide for State Expenditures.
- 15.4. Intellectual Property. Where activities supported by this Agreement result in the creation of intellectual property rights, the Grantee shall notify the Department, and the Department will determine whether the Grantee will be required to grant the Department a perpetual, irrevocable, royalty-free, nonexclusive license to use, and to authorize others to use for State government purposes, any resulting patented, copyrighted, or trademarked work products developed under this Agreement. The Department will also determine whether the Grantee will be required to pay all or a portion of any royalties resulting from such patents, copyrights, or trademarks.
- 15.5. Conflict of Interest. This Agreement is subject to Chapter 112, F.S. The Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. The Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in the Grantee or its affiliates.
- 15.6. Non-Discrimination. The Grantee shall not unlawfully discriminate against any individual employed in the performance of this Agreement due to race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. The Grantee shall provide a harassment-free workplace, and any allegation of harassment shall be given priority attention and action.
- 15.7. Electronic Funds Transfer Enrollment. The Grantee agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer, within thirty (30) days of the date the last Party signed this Agreement. Copies of the authorization form and a sample blank enrollment letter can be found at: <http://www.myfloridacfo.com/Division/AA/Vendors/>. Questions should be directed to the EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.
- 15.8. Survival. Any right or obligation of the parties in this Agreement which, by its express terms or nature and context, is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.
- 15.9. Notices. All notices from both parties, outside of the notice of award and notices related to the business of the E911 Board, shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in section 5 herein.

## **16. INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION**

The provisions in this section are required by Section f)7., Certifications Regarding Debarment and Suspension, of the Revised NOFO. For purposes of this section, the Department is the primary tier participant; the Grantee and all vendors with which the Grantee contracts to perform work pursuant to this Agreement are lower tier participants; and "proposal" means this Agreement. Furthermore, the Grantee must include the following provisions, without modification, in all contracts with vendors performing work pursuant to this Agreement (see subsection 6, below).

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180, 1200 and 1326.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR Parts 180, 1200 and 1326. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, Subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, Subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.



9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, Subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

***Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:***

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

I hereby affirm my authority and responsibility for the use of funds requested.

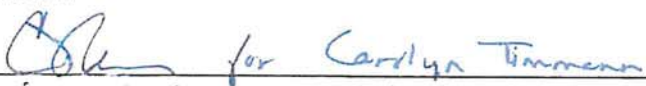
**Grantee**

  
Stacey Hetherington, Chair, Board of County Commissioners  
Martin County, Florida

Date: \_\_\_\_\_

Printed Name

**ATTEST:**

  
Signature – Carolyn Timmann, Clerk of the Circuit Court and Comptroller

Date: 5/17/21

APPROVED AS TO FORM & LEGAL SUFFICIENCY:



SARAH W. WOODS, COUNTY ATTORNEY

**Grantor**

DocuSigned by:

  
F42DFD5AF5C945D...

Department of Management Services

Matthew Matney

Printed Name

Date: 5/19/2021 | 2:14 PM EDT

### APPLICABLE STATUTES AND REGULATIONS

The Grantee and the Department shall be governed by all applicable State and federal laws, rules, and regulations, including those identified in this table.

#### General Requirements

<b>Florida Statutes (F.S.)</b>
§ 11.062, F.S. - Use of state funds for lobbying prohibited; penalty
§ 20.055, F.S. - Agency inspectors general
<i>Chapter 112, F.S. - Public Officers and Employees: General Provisions</i>
<i>Chapter 119, F.S. - Public Records</i>
§ 215.34, F.S. - State funds; noncollectible items; procedure
§ 215.422, F.S. - Payments, warrants, and invoices; processing time limits; dispute resolution; agency or judicial branch compliance
§ 215.97, F.S. - Florida Single Audit Act
§ 215.971, F.S. - Agreements funded with federal or state assistance
§ 216.301, F.S. - Appropriations; undisbursed balances
§ 216.347, F.S. - Disbursement of grants and aids appropriations for lobbying prohibited
§ 216.3475, F.S. - Maximum rate of payment for services funded under General Appropriations Act or awarded on a noncompetitive basis
§ 216.181(16), F.S.- Approved budgets for operations and fixed capital outlay
§ 273.02, F.S. - Record and inventory of certain property
§ 287.133, F.S. - Public entity crime; denial or revocation of the right to transact business with public entities
§ 287.134, F.S. - Discrimination; denial or revocation of the right to transact business with public entities
§ 287.135, F.S. - Prohibition against contracting with scrutinized companies
<i>Chapter 443, F.S. - Reemployment Assistance</i>
§ 501.171, F.S. - Security of confidential personal information
<b>Florida Administrative Code (F.A.C.)</b>
<i>Rule Chapter 69I-5 - State Financial Assistance</i>
<b>Memoranda</b>
CFO Memorandum No. 02 (2012-13) - Contract and Grant Reviews and Related Payment Processing Requirements
CFO Memorandum No. 20 (2019-20) - Compliance Requirements for Agreements

#### State E911 Plan and E911 Board Statutes and Rules

<b>Florida Statutes</b>
<i>Chapter 365, F.S. - Use of Telephones and Facsimile Machines</i>
<b>Florida Administrative Code</b>
<i>Rule Chapter 60FF-6 - State E911 Plan</i>
<i>Rule Chapter 60FF1-5 - E911 Board</i>

#### Federal Rules

**NOTE:** Compliance with the following is required for grantees awarded with federal funds or state match funds, as identified in the Grantee's award letter.

<b>United States Code (U.S.C.)</b>
<i>8 U.S.C. Chapter 12 - Immigration and Nationality (Immigration and Nationality Act)</i>
10 U.S.C. 2409 - Contractor employees: protection from reprisal for disclosure of certain information
41 U.S.C. 4304 - Specific costs not allowable under Federal Procurement Policy
41 U.S.C. 4310 - Civil, Criminal, and Administrative proceeding costs of contractors not allowable
41 U.S.C. 4712 - Enhancement of contractor protection from reprisal for disclosure of certain information
<i>42 U.S.C. Chapter 126 - Equal Opportunity for Individuals with Disabilities (Americans with Disabilities Act)</i>
<b>United States Code of Federal Regulation (C.F.R.)</b>
<i>2 C.F.R. Part 25 - Universal Identifier and System for Award Management</i>
<i>2 C.F.R. Part 170 - Reporting Subaward and Executive Compensation Information</i>
<i>2 C.F.R. Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards</i>
<i>2 C.F.R. Part 1201 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as adopted and amended by the United States Department of Transportation</i>
<i>2 C.F.R. Part 1327 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as adopted by the United States Department of Commerce</i>
<i>47 C.F.R. Part 400 - 911 Grant Program</i>
<b>Presidential Executive Orders</b>
Exec. Order No. 13043 - Increasing Seat Belt Use in the United States
Exec. Order No. 13513 - Federal Leadership on Reducing Text Messaging While Driving
<b>Other</b>
Notice of Funding Opportunity (NOFO) No. NHTSA-NTIA-911-GRANT-PROGRAM-2018, 911 Grant Program NOFO (Aug. 9, 2018)
Revision to NOFO No. NHTSA-NTIA-911-GRANT-PROGRAM-2018, 911 Grant Program NOFO (Feb. 1, 2019)

State Grant Number: S17-21-02-29		State Grant Award Date: 3/18/2021	
Catalog of State Financial Assistance number: 72.003		Catalog of State Financial Assistance title: Prepaid Next Generation 911 (NG911) State Grant Program	

## **Exhibit B**

**Next Generation 911 (NG-911)  
Additional Terms and Conditions for Rural and State Grant Funded by Federal Grant  
Funding or Deemed State Match Funding**

**Grant Agreement No. S18-21-06-08**

**Incorporated herein by reference.**

**Next Generation 911 (NG-911) Additional Terms and Conditions for Rural and State Grant Funded by Federal Grant Funding or Deemed State Match Funding**  
**Grant Agreement No. S18-21-06-08**

The State of Florida (hereinafter “State”), Department of Management Services (hereinafter “Department” or “DMS”), acting as a pass-through entity, has made this subaward, as defined in 2 CFR §200.92, of Federal Award No. 69N37619300000911FLO. All subrecipients, as defined by 2 CFR §200.93, and all recipients of state funding provided in accordance with federal grant matching requirements (hereinafter both referred to, without distinction, as “Grantee”) must comply with the terms and conditions specified herein, in accordance with 2 CFR §200.331. The terms of this addendum supplement the terms and conditions contained in W Form 1A, Application for the E911 Rural County Grant Program or W Form 3A, Application for the 911 Grant Programs (hereinafter the “Application”), and the Grantee’s award letter.

<b>Subaward Agreement</b>	
<b>Federal Award Identification</b>	
<b>Federal Awarding Agency:</b> Joint grant with U.S. Department of Transportation National Highway Traffic Safety Administration (NHTSA), and the U.S. Department of Commerce, National Telecommunications and Information Administration (NTIA)	
<b>Federal Award Date:</b> August 9, 2019	
<b>State Agency/Pass-Through Entity:</b> The Florida Department of Management Services	<b>Sub recipient Name:</b> <i>(must match name associated with FEIN)</i>  Martin County Board of County Commissioners
<b>Federal Award No. (FAIN):</b> 69N37619300000911FLO	<b>Subaward Period of Performance:</b> Begins on June 18, 2021, and continues until March 31, 2022
<b>Federal Award Period of Performance:</b> <b>Start:</b> August 9, 2019 <b>End:</b> March 31, 2022	<b>Amount of Federal Funds Obligated by this Subaward:</b> As specified on Grantee award letter
<b>Amount of Federal Funds Obligated to Grantee by DMS for any purpose, including under this agreement:</b>  \$ <input style="width: 150px;" type="text" value="746,931.80"/>	<b>Total Amount of this Federal Award Committed to Grantee by DMS:</b>  \$ <input style="width: 150px;" type="text" value="694,533.80"/>
<b>Federal Award Project Description:</b> The Next Generation 911 (NG-911) Advancement Act provides new funding for grants to be used for 1) the implementation and operation of 911 services, Enhanced 911 (E911) services, migration to an IP-enabled emergency network, and adoption and operation of NG911 services and applications; 2) the implementation of IP-enabled emergency services and applications enabled by NG-911 services, including the establishment of IP backbone networks and the application layer software infrastructure needed to interconnect the multitude of emergency response organizations; and 3) training public safety personnel, including call-takers, first responders, and other individuals and organizations who are part of the emergency response chain in 911 services.	

<b>Catalog of Federal Domestic Assistance No.:</b> 20.615	<b>Catalog of Federal Domestic Assistance Title:</b> 911 Grant Program
Grantee receives federal awards directly from a Federal Awarding Agency: <input type="checkbox"/> YES <input type="checkbox"/> No	
Grantee has disclosed if it has prior experience with same or similar subawards to DMS: <input type="checkbox"/> YES <input type="checkbox"/> No	

## 1. GENERAL TERMS AND CONDITIONS

By executing this agreement, the Grantee agrees to the following:

- 1.1. The Application, the Grantee's award letter, and this document, including its attachments and exhibits (hereinafter collectively referred to as the "Agreement"), contain all of the terms and conditions agreed upon by the parties. If there are any conflicting provisions between the documents that make up the Agreement, the following order of precedence applies:
  - 1.1.1. this document;
  - 1.1.2. Attachment 1, Audit Requirements for Awards of State and Federal Financial Assistance (with its Exhibit 1);
  - 1.1.3. the Grantee's award letter; and
  - 1.1.4. the Grantee's submitted Application.
- 1.2. In accordance with sections 365.172 and 365.173, F.S., the Grantee shall perform the tasks specified herein in accordance with the terms and conditions of this Agreement.
- 1.3. The term of this agreement is coterminous with the subaward period of performance identified in the table above.
- 1.4. The parties shall be governed by all applicable state and federal laws, rules, and regulations, including, but not limited to, the federal 911 Grant Program Notice of Funding Opportunity (NOFO), 2 CFR Part 200, and those identified in the "Applicable Statutes and Regulations" table below. Any express reference in this Agreement to a statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.
  - 1.4.1. The Grantee agrees to conduct all procurements in accordance with 2 CFR §200.318 – 200.326.
  - 1.4.2. The Grantee agrees that this Agreement is subject to the Federal Funding Accountability and Transparency Act (FFATA), which may require the Grantee to report to the FFATA Subaward Reporting System (FSRS).
  - 1.4.3. The Grantee agrees to comply with the State of Florida Reference Guide for State Expenditures, which can be obtained at:  
<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.
- 1.5. This is a cost reimbursement agreement. This Agreement shall not exceed the amount specified on the Grantee's award letter, and payment shall only be issued by the Department after acceptance of the Grantee's performance as set forth by the terms and conditions of this Agreement. No renewals of this Agreement are available.
- 1.6. The Grantee agrees to use the funds awarded under this Agreement only for costs directly incurred for the grant project activities specified in the Application and costs consistent with the cost principles identified in 2 CFR Part 200, including Subpart E of such regulations. Costs must be reasonable, necessary, allocable, and allowable for the approved project and only incurred during the period of performance specified in the table above. In addition to the "Specifically Excluded E911 Expenses," identified on the Application, ineligible costs that are not reimbursable under this Agreement include, but are not limited to, costs to operate legacy E911 or 911 systems, costs to operate the NG911 system



after it is fully operational, activities related to construction, and independent verification and validation testing for product service, and system purchases.

1.6.1. The Grantee shall refund to the Department any balance of unobligated funds that was advanced or paid to the Grantee.

1.6.2. The Grantee shall refund any monies used for ineligible purposes under the laws, rules, and regulations governing the use of these funds.

1.6.3. The Grantee agrees that this Agreement is not for indirect cost rate or research and development.

1.7. The Grantee agrees that the final request for reimbursement and supporting documentation for incurred obligations shall be submitted to the Department no later than the term of this Agreement.

1.8. The Grantee agrees to provide a completed Exhibit 2, Pilot Region Project Metrics to the Department on a quarterly basis. The quarters shall run from January to March, April to June, July to September, and October to December. The completed Exhibit 2 will be due to the Department no later than fifteen (15) calendar days past the end of the preceding quarter.

## 2. AUTHORITY

The Department has been appropriated funds from the Emergency Communications Number 911 System Trust to provide grants to counties for the purpose of upgrading 911 systems. The Department has the authority, pursuant to section 282.702, F.S., to enter into this Agreement and to disburse the appropriated funds to the Grantee under the terms and conditions set forth herein.

## 3. OBLIGATION TO PAY

The State's obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature and the funding sources set forth in the Federal Award Identification and is subject to any modification in accordance with either Chapter 216, F.S., or the Florida Constitution.

## 4. MODIFICATION

The terms of the Application are hereby modified as follows:

4.1. The following is hereby added to Section 9.3:

The E911 Board will not approve any change requests that do not comply with the federal grant.

4.2. The following is hereby added to Section 9.3.2:

Time extensions for awards funded with federal grant money, as identified on the Grantee's award letter, must not exceed the period of performance specified in the table above. If the time extension for an award that is State match, only the funds expended within the period of performance will be considered as state match.

4.3. The Scope of Work is hereby modified to specify the following deliverable(s):

Deliverable No. 1 – Tasks for complete 911 system upgrade		
Performance Standard	Documentation	Financial Consequences
Complete all work to upgrade the 911 system in accordance with the Grantee's contract with its vendor, which is attached as Attachment 2 [note: this Agreement will be	1) Reimbursement claim in accordance with Section 15, below. 2) The Grantee shall submit copies of:	If Grantee fails to comply with any term of the award, DMS shall take one or more of the following actions:

amended to attach this contract once obtained by the Grantee].	<ul style="list-style-type: none"> <li>a. Any contracts or purchase orders with vendors;</li> <li>b. Vendor invoices;</li> <li>c. Proof of payment to vendors; and</li> <li>d. Proof of receipt of deliverables.</li> </ul>	<ul style="list-style-type: none"> <li>1. Temporarily withhold cash payments pending correction of the deficiency by Grantee;</li> <li>2. Disallow all or part of the cost of the activity or action not in compliance;</li> <li>3. Wholly or partly suspend or terminate the current award for the Grantee;</li> <li>4. Suspend or deny future grant awards; or</li> <li>5. Take other remedies that may be legally available.</li> </ul> <p>DMS will provide no reimbursement for any improvement that does not meet the standards established in this award.</p>
TOTAL REIMBURSABLE AMOUNT NOT TO EXCEED \$694,533.80		

## 5. CONTACTS

In accordance with section 215.971(2), F.S., and 2 CFR §200.331(a)(x),

5.1. The Department's Grant Manager is responsible for enforcing performance of this Agreement's terms and conditions and will serve as the Department's liaison with the Grantee. As part of his or her duties, the Department's Grant Manager will:

- 5.1.1. Monitor and document the Grantee's performance of the terms of this Agreement, which may include but shall not be limited to, onsite visits by DMS staff, limited scope audits, or desktop monitoring;
- 5.1.2. Review all documentation for which the Grantee requests payment; and
- 5.1.3. Reconcile and verify all funds received against all funds expended during the period of this Agreement and produce a final reconciliation report that identifies any funds paid in excess of the expenditures incurred by the Grantee.

The Department's Grant Managers responsible for the administration of this Agreement are:

**Leon Simmonds, State 911 Coordinator**  
**4030 Esplanade Way**  
**Tallahassee, FL 32399**

5.2. The Grantee's Agreement Manager is responsible for monitoring performance of this Agreement's terms and conditions and will serve as the Grantee's liaison with the Department. As part of his or her duties, the Grantee's Agreement Manager shall provide all reports, as well as any other required documents under this Agreement, to the E911 Board in accordance with Section 9.0 of the Application.

The Grantee's Agreement Manager responsible for the administration of this Agreement is:

**The County 911 Coordinator, named in the Application.**

5.3. In the event that different managers or addresses are designated by either party after execution of this Agreement, notice of the name, title, and address of the new manager will be provided to the other party in writing. Such changes do not require a formal written amendment to the Agreement.

## **6. AUDIT REQUIREMENTS**

- 6.1. The Grantee shall retain all its records, financial records, supporting documents, statistical records, and any other documents, including electronic storage media, pertinent to this Agreement in accordance with the record retention requirements of Part V of Attachment 1, Audit Requirements for Awards of State and Federal Financial Assistance. The Grantee shall cooperate with the Department to facilitate the duplication and transfer of such records or documents upon the Department's request.
- 6.2. The Grantee shall maintain books, records, and documents in accordance with the generally accepted accounting principles to sufficiently and properly reflect all expenditures of funds provided by the Department under this Agreement.
- 6.3. The Grantee shall comply with all applicable requirements of section 215.97, F.S., and Attachment 1, Audit Requirements for Awards of State and Federal Financial Assistance. If the Grantee is required to undergo an audit, the Grantee shall disclose all related party transactions to the auditor.

## **7. RECORDS**

- 7.1 As required by section 215.97, F.S., and Rule 69I-5.006 Florida Administrative Code (F.A.C), the Department, the Department of Financial Services, and the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Grantee which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Grantee's personnel for the purpose of interview and discussion related to such documents. This provision does not limit the Department's authority to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state awarding agency inspector general, the Auditor General, or any other State official.
- 7.2 The Grantee shall maintain all records, including those pertaining to any and all contractors, subcontractors, and consultants to be paid from funds provided under this Agreement and further including documentation of all program costs in a form sufficient to determine compliance with the requirements and objectives of the Application, and all other applicable laws and regulations, for the longer of five (5) years after the end of the performance period specified in the table above and all pending matters or the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).
- 7.3 If the Grantee's record retention requirements terminate prior to the requirements stated herein, the Grantee may meet the Department's record retention requirements for this Agreement by transferring its records to the Department at that time, and by destroying duplicate records in accordance with section 501.171, F.S., and, if applicable, section 119.0701, F.S. The Grantee shall adhere to established information

destruction standards such as those established by the National Institute of Standards and Technology Special Publication 800-88, "Guidelines for Media Sanitization" (2006). See <http://csrc.nist.gov>.

7.4 The Grantee's performance under this Agreement shall be subject to the 2 CFR Part 200 and 2 CFR Part 225 (OMB CIRCULAR A-87).

7.5 The Grantee shall be subject to Federal Acquisition Regulations 31.2 and 931.2.

## **8. PUBLIC RECORDS**

The Grantee, an agency as defined in section 119.011(2), F.S., must comply with the requirements of Chapter 119, F.S., in the performance of its obligations under this Agreement. The Grantee must also ensure that any contractors and subcontractors that perform work pursuant to this Agreement comply with the requirements of Chapter 119, F.S., as applicable.

## **9. LIABILITY**

9.1. The Grantee is solely responsible to parties it deals with in carrying out the terms of this Agreement and, subject to the limitation of section 768.28, F.S., the Grantee shall hold the Department harmless against all claims of whatever nature by third parties arising from performance under this Agreement.

9.2. The Grantee, a subdivision as defined in section 768.28, F.S., agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Department and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, F.S. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity by the Grantee. Nothing in this Agreement may be construed as consent by a State agency or subdivision of the State to be sued by third parties in any matter arising out of any contract.

## **10. EVENTS OF DEFAULT**

If any of the following events occur ("Events of Default"), all obligations on the part of the E911 Board to make any further payment of funds shall, if the Department elects, terminate and the Department has the option to exercise any of its remedies set forth herein. However, the Department may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies and without becoming liable to make any further payment. The Events of Default are:

- 10.1. If any warranty or representation made by the Grantee in this Agreement or any previous agreement with the Department is or becomes false or misleading in any respect;
- 10.2. If the Grantee fails to keep or timely perform any of the obligations, terms, or covenants in this Agreement or any previous agreement with the Department and has not cured them in timely fashion;
- 10.3. If the Grantee or is unable or unwilling to meet its obligations under this Agreement;
- 10.4. If material adverse changes occur in the financial condition of the Grantee at any time during the term of this Agreement; or
- 10.5. If any reports required by this Agreement have not been submitted to the Department or have been submitted with incorrect, incomplete, or insufficient information.

## **11. REMEDIES**

If an Event of Default occurs, then the Department shall provide a written notice to the Grantee, and, upon the Grantee's failure to cure the default within the thirty (30) calendar days, the Department may exercise any one (1) or more of the following remedies, either concurrently or consecutively:

- 11.1. terminate this Agreement in accordance with Section 12, Termination, below;

- 11.2. withhold or suspend payment of all or any part of a request for payment;
- 11.3. exercise any corrective or remedial actions, including but not limited to:
  - 11.3.1. request additional information from the Grantee to determine the reasons for or the extent of non-compliance or lack of performance;
  - 11.3.2. issue a written warning to advise that more serious measures may be taken if the situation is not corrected; or
  - 11.3.3. advise the Grantee to suspend, discontinue, or refrain from incurring costs for any activities in question.

Pursuing any of the above remedies will not preclude the Department from pursuing any other remedies available under this Agreement or at law or in equity. If the Department waives any right or remedy in this Agreement or fails to insist on strict performance by the Grantee, it does not affect, extend, or waive any other right or remedy of the Department, or affect the later exercise of the same right or remedy by the Department for any other default by the Grantee.

## **12. TERMINATION**

- 12.1. Termination Due to the Lack of Funds. If funds become unavailable for the Agreement's purpose, such event will not constitute a default by the Department or the State. The Department agrees to notify the Grantee in writing at the earliest possible time if funds are no longer available. In the event that any funding identified by the Grantee as funds to be provided for completion of the project as described herein becomes unavailable, including if any State funds upon which this Agreement depends are withdrawn or redirected, the Department may terminate this Agreement by providing written notice to the Grantee. The Department will be the final authority as to the availability of funds.
- 12.2. Termination for Cause. The Department may terminate this Agreement for cause after ten (10) days of a written notice, which will be issued after the 30-day cure period ends. Cause includes, but is not limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, and regulations, failure to perform on time, or refusal to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, F.S., unless exempt from Section 24(a) of Article I of the State Constitution and section 119.07(1), F.S., or applicable state or federal law, which the Grantee created or received under this Agreement.
- 12.3. Termination for Convenience. The Department may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds by providing the Grantee with thirty (30) calendar days' prior written notice.
- 12.4. Mutual Termination. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.
- 12.5. Grantee Responsibilities upon Termination. Upon notice of termination, the Grantee shall:
  - 12.5.1. not incur new obligations for the terminated portion of the Agreement; and
  - 12.5.2. cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice are disallowed. The Grantee shall not be relieved of liability to the Department because of any breach of this Agreement by the Grantee. The Department may, to the extent authorized by law, withhold payments to the Grantee for the purpose of set-off until the exact amount of damages due to the Department from the Grantee is determined.

### **13. RESULTING THIRD PARTY CONTRACTS AND SUBCONTRACTS**

- 13.1. The Grantee may contract with third parties to perform work. The Grantee remains fully responsible for satisfactory completion of any and all work performed by any contractors and subcontractors.
  - 13.1.1 If the Grantee contracts all or part of the work contemplated under this Agreement, including entering into contracts with vendors for services, it is understood by the Grantee that all such contract arrangements shall be evidenced by a written document containing all provisions necessary to ensure the contractor's compliance with applicable state and federal laws. The Grantee further agrees that the Department shall not be liable to the contractor for any expenses or liabilities incurred under the contract and that the Grantee shall be solely liable to the contractor for all expenses and liabilities incurred under the contract. The Grantee, at its expense, will defend the Department against such claims.
- 13.2. With the Grantee's approval, the Grantee's contractor may subcontract work performed, and the Grantee's contractor will be fully responsible for satisfactory completion of all subcontracted work.
- 13.3. The Grantee agrees all Grantee contracts or subcontracts entered into pursuant to this Agreement shall contain:
  - 13.3.1 language requiring contractor(s) or subcontractor(s) who are paid from funds provided under this Agreement (i) be bound by the terms of this Agreement, as applicable; and (ii) be bound by, and contain all provisions necessary to ensure the contractor's compliance with, all applicable state and federal laws and regulations.
  - 13.3.2 all applicable provisions from Appendix II to 2 CFR Part 200—Contract Provisions For Non-Federal Entity Contracts Under Federal Awards; and
  - 13.3.3. without modification, all paragraphs contained in Section 16, Instructions for Lower Tier Participants, of this Agreement.

### **14. MANDATED CONDITIONS**

- 14.1. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County.
- 14.2. If any provision of this Agreement is in conflict with any applicable statute or rule or is unenforceable, then the provision shall be null and void to the extent of the conflict and shall be severable but shall not invalidate any other provision of this Agreement.
- 14.3. In accordance with Executive Order 11-116, the Grantee is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Agreement for the services specified in the Agreement. The Grantee must also include a requirement in contracts that the contractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term. If the Grantee is not enrolled in DHS E-Verify System, it will do so within five (5) days of notice of the Agreement execution. The link to E-Verify is <http://www.uscis.gov/e-verify>.
- 14.4. In accordance with section 11.062 and 216.347, F.S., funds received under this Agreement are not to be used for the purpose of lobbying or used to directly or indirectly influence legislation or any other official action by the Florida Legislature, the judicial branch, or any state agency.

### **15. MISCELLANEOUS**

- 15.1. Payment Process. Subject to the terms and conditions established in this Agreement and the billing procedures established by the Department, the Department agrees to pay the Grantee in accordance with section 215.422, F.S. The applicable interest rate can be obtained at: <http://www.myfloridacfo.com/Division/AA/Vendors/default.htm>.
- 15.2. Invoicing. The Grantee shall submit all claims for reimbursement and for progress payments, as described in the Application, using Appendix IV, Financial Reimbursement of Expenditures Reporting



Form, to the Application. The Grantee may submit claims to the Board as needed; however, the Grantee shall not submit more than one claim per month. After receipt of the reimbursement claim, and in accordance with the payment provisions established in this Agreement, the Department shall disburse the amount of funds approved by the Board.

- 15.3. Invoice Detail. Invoices submitted by the Grantee must fulfill all requirements specified in the scope of work and include all supporting documentation, when applicable. The Grantee shall also submit invoices in sufficient detail to fulfill all applicable requirements of the State of Florida Reference Guide for State Expenditures.
- 15.4. Intellectual Property. Where activities supported by this Agreement result in the creation of intellectual property rights, the Grantee shall notify the Department, and the Department will determine whether the Grantee will be required to grant the Department a perpetual, irrevocable, royalty-free, nonexclusive license to use, and to authorize others to use for State government purposes, any resulting patented, copyrighted, or trademarked work products developed under this Agreement. The Department will also determine whether the Grantee will be required to pay all or a portion of any royalties resulting from such patents, copyrights, or trademarks.
- 15.5. Conflict of Interest. This Agreement is subject to Chapter 112, F.S. The Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. The Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in the Grantee or its affiliates.
- 15.6. Non-Discrimination. The Grantee shall not unlawfully discriminate against any individual employed in the performance of this Agreement due to race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. The Grantee shall provide a harassment-free workplace, and any allegation of harassment shall be given priority attention and action.
- 15.7. Electronic Funds Transfer Enrollment. The Grantee agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer, within thirty (30) days of the date the last Party signed this Agreement. Copies of the authorization form and a sample blank enrollment letter can be found at: <http://www.myfloridacfo.com/Division/AA/Vendors/>. Questions should be directed to the EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.
- 15.8. Survival. Any right or obligation of the parties in this Agreement which, by its express terms or nature and context, is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.
- 15.9. Notices. All notices from both parties, outside of the notice of award and notices related to the business of the E911 Board, shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in section 5 herein.

## 16. INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION

The provisions in this section are required by Section f)7., Certifications Regarding Debarment and Suspension, of the Revised NOFO. For purposes of this section, the Department is the primary tier participant; the Grantee and all vendors with which the Grantee contracts to perform work pursuant to this Agreement are lower tier participants; and "proposal" means this Agreement. Furthermore, the Grantee must include the following provisions, without modification, in all contracts with vendors performing work pursuant to this Agreement (see subsection 6, below).

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180, 1200 and 1326.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR Parts 180, 1200 and 1326. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, Subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, Subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as

well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, Subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

***Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:***

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

I hereby affirm my authority and responsibility for the use of funds requested.

**Grantee**

\_\_\_\_\_ Date: \_\_\_\_\_  
Stacey Hetherington, Chair, Board of County Commissioners  
Martin County, Florida

\_\_\_\_\_  
Printed Name

ATTEST:

\_\_\_\_\_ Date: \_\_\_\_\_  
Signature – Carolyn Timmann, Clerk of the Circuit Court and Comptroller

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

\_\_\_\_\_  
SARAH W. WOODS, COUNTY ATTORNEY

**Grantor**

\_\_\_\_\_ Date: \_\_\_\_\_  
Department of Management Services

\_\_\_\_\_  
Printed Name

## APPLICABLE STATUTES AND REGULATIONS

The Grantee and the Department shall be governed by all applicable State and federal laws, rules, and regulations, including those identified in this table.

### General Requirements

<b>Florida Statutes (F.S.)</b>
§ 11.062, F.S. - Use of state funds for lobbying prohibited; penalty
§ 20.055, F.S. - Agency inspectors general
<i>Chapter 112, F.S. - Public Officers and Employees: General Provisions</i>
<i>Chapter 119, F.S. - Public Records</i>
§ 215.34, F.S. - State funds; noncollectible items; procedure
§ 215.422, F.S. - Payments, warrants, and invoices; processing time limits; dispute resolution; agency or judicial branch compliance
§ 215.97, F.S. - Florida Single Audit Act
§ 215.971, F.S. - Agreements funded with federal or state assistance
§ 216.301, F.S. - Appropriations; undisbursed balances
§ 216.347, F.S. - Disbursement of grants and aids appropriations for lobbying prohibited
§ 216.3475, F.S. - Maximum rate of payment for services funded under General Appropriations Act or awarded on a noncompetitive basis
§ 216.181(16), F.S.- Approved budgets for operations and fixed capital outlay
§ 273.02, F.S. - Record and inventory of certain property
§ 287.133, F.S. - Public entity crime; denial or revocation of the right to transact business with public entities
§ 287.134, F.S. - Discrimination; denial or revocation of the right to transact business with public entities
§ 287.135, F.S. - Prohibition against contracting with scrutinized companies
<i>Chapter 443, F.S. - Reemployment Assistance</i>
§ 501.171, F.S. - Security of confidential personal information
<b>Florida Administrative Code (F.A.C.)</b>
<i>Rule Chapter 69I-5 - State Financial Assistance</i>
<b>Memoranda</b>
CFO Memorandum No. 02 (2012-13) - Contract and Grant Reviews and Related Payment Processing Requirements
CFO Memorandum No. 20 (2019-20) - Compliance Requirements for Agreements

### State E911 Plan and E911 Board Statutes and Rules

<b>Florida Statutes</b>
<i>Chapter 365, F.S. - Use of Telephones and Facsimile Machines</i>
<b>Florida Administrative Code</b>
<i>Rule Chapter 60FF-6 - State E911 Plan</i>
<i>Rule Chapter 60FF1-5 - E911 Board</i>

## Federal Rules

**NOTE:** Compliance with the following is required for grantees awarded with federal funds or state match funds, as identified in the Grantee's award letter.

<b>United States Code (U.S.C.)</b>	
<i>8 U.S.C. Chapter 12 - Immigration and Nationality (Immigration and Nationality Act)</i>	
10 U.S.C. 2409 - Contractor employees: protection from reprisal for disclosure of certain information	
41 U.S.C. 4304 - Specific costs not allowable under Federal Procurement Policy	
41 U.S.C. 4310 - Civil, Criminal, and Administrative proceeding costs of contractors not allowable	
41 U.S.C. 4712 - Enhancement of contractor protection from reprisal for disclosure of certain information	
<i>42 U.S.C. Chapter 126 - Equal Opportunity for Individuals with Disabilities (Americans with Disabilities Act)</i>	
<b>United States Code of Federal Regulation (C.F.R.)</b>	
<i>2 C.F.R. Part 25 - Universal Identifier and System for Award Management</i>	
<i>2 C.F.R. Part 170 - Reporting Subaward and Executive Compensation Information</i>	
<i>2 C.F.R. Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards</i>	
<i>2 C.F.R. Part 1201 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as adopted and amended by the United States Department of Transportation</i>	
<i>2 C.F.R. Part 1327 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as adopted by the United States Department of Commerce</i>	
<i>47 C.F.R. Part 400 - 911 Grant Program</i>	
<b>Presidential Executive Orders</b>	
Exec. Order No. 13043 - Increasing Seat Belt Use in the United States	
Exec. Order No. 13513 - Federal Leadership on Reducing Text Messaging While Driving	
<b>Other</b>	
Notice of Funding Opportunity (NOFO) No. NHTSA-NTIA-911-GRANT-PROGRAM-2018, 911 Grant Program NOFO (Aug. 9, 2018)	
Revision to NOFO No. NHTSA-NTIA-911-GRANT-PROGRAM-2018, 911 Grant Program NOFO (Feb. 1, 2019)	

State Grant Number: S18-21-06-08		State Grant Award Date: June 16, 2021	
Catalog of State Financial Assistance number: 72.002		Catalog of State Financial Assistance Title: E911 State Grant Program	



**Attachment 1**  
**AUDIT REQUIREMENTS**  
**FOR AWARDS OF STATE AND FEDERAL**  
**FINANCIAL ASSISTANCE**

The administration of resources awarded by the Department of Management Services (Department) to the Grantee may be subject to audits and/or monitoring by the Department, as described in this section.

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**MONITORING**

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the Grantee agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Grantee is appropriate, the Grantee agrees to comply with any additional instructions provided by Department staff to the Grantee regarding such audit. The Grantee further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

**AUDITS**

**Part I: Federally Funded**

This part is applicable if the Grantee is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A grantee that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through the Department by this agreement. In determining the federal awards expended in its fiscal year, the Grantee shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the Grantee conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the Grantee shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A grantee that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the Grantee expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Grantee resources obtained from other than federal entities).

**Part II: State Funded**

In the event that the Grantee expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Grantee (for fiscal years ending June 30, 2017, or thereafter), the Grantee must have a state single or project-specific audit for such

fiscal year in accordance with section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the Grantee shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

For the audit requirements addressed in Part II, paragraph 1, the Grantee shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the Grantee expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, or thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the Grantee expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Grantee's resources obtained from other than state entities).

### **Part III: Other Audit Requirements**

N/A

### **Part IV: Report Submission**

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the Grantee directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the Grantee directly to each of the following:

- a. The Department at each of the following addresses:

Electronic copies (preferred):

[E911BoardElectronicGrantReports@dms.fl.gov](mailto:E911BoardElectronicGrantReports@dms.fl.gov)

or

Paper (hard copy):

Florida E911 Board  
4030 Esplanade Way, Ste. 135  
Tallahassee, FL 32399-0950

- b. The Auditor General's Office at the following address:

Auditor General  
Local Government Audits/342  
Claude Pepper Building, Room 401  
111 West Madison Street  
Tallahassee, Florida 32399-1450

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
4. Grantees, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Grantee in correspondence accompanying the reporting package.

#### **Part V: Record Retention**

The Grantee shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO, or Auditor General access to such records upon request. The Grantee shall ensure that audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

## **EXHIBIT 1**

### **Federal Resources Awarded to the Grantee Pursuant to this Agreement Consist of the Following:**

*N/A*

### **Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as Follows:**

*N/A*

### **State Resources Awarded to the Grantee Pursuant to this Agreement Consist of the Following:**

#### **Matching Resources for Federal Programs:**

Federal Project: The Next Generation 911 Advancement Act

Federal Awarding Agencies: The U.S. Department of Transportation National Highway Traffic Safety Administration (NHTSA) and the U.S. Department of Commerce, National Telecommunications and Information Administration (NTIA)

Catalog of State Financial Assistance Title: E911 State Grant Program

Catalog of State Financial Assistance Number: 72.002

Amount: \$694,553.80

#### **Subject to Section 215.97, F.S.:**

*N/A*

### **Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement Are as Follows:**

The compliance requirements are as stated in Grant Agreement #S18-21-06-08 between the Grantee and the Department, entered in State fiscal year 2020-21.

## **Exhibit C**

**Quote No. DIR3473562B**

**Dated February 16, 2021**

**Incorporated herein by reference.**

Quote Date: 2/16/2021  
Quote No.: DIR3473562B  
Site No.: 103359



## Martin County SO, FL

### AAC

#### Vesta Solutions, Inc. Contact Information

Sales Support Specialist: Kari Bray  
Phone: 951-719-2858  
E-Mail: Kari.Bray@MotorolaSolutions.com

Account Rep: Dan Bornstein  
Phone: 951-401-1744  
E-Mail: Dan.Bornstein@MotorolaSolutions.com

#### Summary by Expense Category/Component

##### AAC

Hardware/Software	\$	14,952.00
Implementation, Project Management and Training	\$	6,784.00
Software Support	\$	962.00
Grand Total	\$	<b>22,698.00</b>

Quote Date: 2/16/2021  
 Quote No.: DIR3473562B-1  
 Site No.: 103359  
 Account No: N/A



## Martin County SO FL - A AAC

### Customer Information

Customer: Direct  
 Contact:  
 Phone:  
 E-Mail:

### Vesta Solutions, Inc. Contact Information

Sales Support Specialist: Kari Bray  
 Phone: 951-719-2858  
 E-Mail: Kari.Bray@MotorolaSolutions.com

Account Rep: Dan Bornstein  
 Phone: 951-401-1744  
 E-Mail: Dan.Bornstein@MotorolaSolutions.com

### VESTA® 9-1-1

Qty.	Part No.	Description	Unit Price	U/M	Total
1	870810-01302	<b>Automated Abandoned Callback</b> VESTA 9-1-1 AAC PSAP MOD	\$5,808.00	EA	\$5,808.00
1	853031-DLSVRCFS	V-DL CFS SVR BNDL	\$8,976.00	EA	\$8,976.00
2	04000-68005	V-SVR BASIC SPT 1YR	\$101.00	EA	\$202.00
VESTA 9-1-1 Subtotal					\$14,986.00

### Managed Services

Qty.	Part No.	Description	Unit Price	U/M	Total
2	04000-00400	<b>Monitoring &amp; Response (M&amp;R): IP Devices</b> <i>Note: Includes (2) CFS Servers.</i> M&R NETWORK/IP AGENT LIC	\$84.00	EA	\$168.00
2	809800-16343	M&R IP DEVICE SRVC 1YR	\$380.00	EA	\$760.00
Managed Services Subtotal					\$928.00

### VESTA® Services

Qty.	Part No.	Description	Unit Price	U/M	Total
64	809800-17007	<b>Field Engineering Services</b> FIELD ENG-STANDARD	\$106.00	EA	\$6,784.00
VESTA Services Subtotal					\$6,784.00

### Vesta Solutions Discounts/Incentives \*

Qty.	Part No.	Description	Unit Price	U/M	Total
Vesta Solutions Discounts/Incentives Subtotal					\$0.00

### Quote Summary

PRODUCT	TOTAL
VESTA 9-1-1	\$14,986.00
Managed Services	\$928.00
VESTA Services	\$6,784.00
Vesta Solutions Discounts/Incentives *	\$0.00
<b>TOTAL QUOTE</b>	<b>\$22,698.00</b>
<b>GRAND TOTAL</b>	<b>\$22,698.00</b>

### Power Draw Information

Product	Total Amps
---------	------------

## Martin County SO FL - A

AAC

Total Amps	0
Total Watts/VA	0
Total KVA	0
BTU's	0

### Configuration Notes

*Please enter configuration notes here.*



## **Exhibit D**

**Purchase Order No. P2106204**

**Dated May 20, 2021**

**Incorporated herein by reference.**

## VENDOR COPY

PURCHASE ORDER NUMBER

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JESSICA SKOWRONSKI  
MARTIN COUNTY SHERIFF'S OFFICE  
STUART FL 34994



**P2106204**



Date: 05/20/21

Page: 1

V  
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EMAIL:	jskowronski@martin.fl.us; kmbaker@sheriff.martin.fl.us; 911coord@sheriff.martin.fl.us; dan.bornstein@motorolasolutions.com		
CONTACT:	ACCOUNT MANAGER		REQUISITION NO.

MOTOROLA SOLUTIONS INC.  
1064 GREENWOOD BLVD  
SUITE 400  
LAKE MARY FL 32746

REQUISITION NO:

BID NUMBER:

DEPARTMENT: ADMINISTRATION

FL Tax Exemption No: 85-8012622225C-7

Delivery ARO DATE: 05/27/21

ALL SHIPMENTS FOB DESTINATION

VENDOR NO: 00018974      PHONE NO: (407)-562-3976

ITEM	COMM	DESCRIPTION	QUANTITY	Units	UNIT PRICE	EXTENDED PRICE
1	99850	<p>EXEMPT PER PURCHASING MANUAL 8.1.TT  MARTIN COUNTY SHERIFF'S OFFICE E911 SERVICES  THE TERMS AND CONDITIONS OF THE MASTER PURCHASE  AGREEMENT BY AND BETWEEN MARTIN COUNTY BOARD OF  COUNTY COMMISSIONERS AND VESTA SOLUTIONS, INC.  DATED DECEMBER 18, 2015 SHALL APPLY</p> <p>AUTOMATED ABANDONED CALLBACK SOFTWARE  HARDWARE/SOFTWARE @ \$14,952  IMPLEMENTATION, PROJECT MANAGEMENT AND TRAINING  @ \$6,784  SOFTWARE SUPPORT @ \$962</p> <p>B 21 129000 5701 05211 525</p>	1.00	EA	22,698.00	\$22,698.00
						22,698.00
INQUIRIES:				DISCOUNT:		.00
STACIE PREMDAS 772-288-5468 spremdas@martin.fl.us				TOTAL:		22,698.00

1. P.O. number must appear on all invoices, shipments and related documentation.
2. All shipments subject to inspection and acceptance by Martin County.
3. All purchases require a signed purchase order.

This document may be reproduced upon request in an alternative format by contacting the County ADA Coordinator (772) 320-3131, the County Administration Office (772) 288-5400, Florida Relay 711, or by completing our accessibility feedback form at [www.martin.fl.us/accessibility-feedback](http://www.martin.fl.us/accessibility-feedback).

Signature:

Administration Department

## TERMS & CONDITIONS OF PURCHASE

GENERAL: No terms or conditions other than provided herein and no modification of the terms and conditions herein stated, shall be binding upon Martin County, hereafter referred to as 'Purchaser' unless first made in writing and signed by Purchaser. Changes may be made only via a written change order issued and executed by Purchaser. Acceptance of this order and/or the provision of any goods or services to Purchaser by Vendor shall constitute a contract and shall be deemed Vendor's acceptance of this purchase order in its entirety without modification. Purchaser hereby expressly objects to and rejects any and all additional or different terms proposed by Vendor. This order is voidable by written notice at Purchaser's sole option if Vendor fails to fully execute this order and return it without modification within seven (7) days from the date of issuance of this purchase order.

DELIVERIES: All deliveries shall be made during normal working hours, which are 8:00 AM to 5:00 PM Monday through Friday. Purchaser must approve deliveries made outside of normal working hours. 24-hour notice shall be given to the Purchaser prior to all deliveries. Please contact Purchaser at the telephone number listed on the Purchase Order.

WARRANTY: Vendor warrants that the articles or materials furnished hereunder shall be of good workmanship and quality, free of all defects and fit for the purposes for which they are intended. In addition, Vendor extends and agrees to provide to Purchaser all warranties required, contract plans and specifications for the project for which the goods and/or services are being purchased. Copies of the forgoing documents are available for review at Purchaser's offices at 2401 SE Monterey Road Stuart, Florida 34996.

INDEMNIFICATION: The Vendor hereby assumes entire responsibility and liability for any and all damage or injury of any kind or nature whatever (including death resulting therefrom) to all persons, whether employees of any tier of the Vendor, its suppliers or otherwise, and to all property caused by, resulting from, arising out of or occurring in connection with the execution of the Contract, or in preparation for the work and services under this Contract, or any extension, modification, or amendment thereto by change order to otherwise. Vendor hereby agrees to indemnify and hold harmless the Martin County Board of County Commissioners and/or Martin County Clerk of Circuit Court, its officers and employees from liabilities, damages, lawsuits, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Vendor or persons employed or utilized by the Vendor in the execution of this Contract.

COMPLIANCE WITH LAWS: Vendor represents that these articles, materials or services furnished hereunder will be produced or rendered in accordance with all applicable laws, regulations and orders. Vendor also warrants the products and/or services supplied hereunder to comply with any current applicable Federal and State Occupational Safety and Health Act(s) and any current applicable rules, regulations and standards issued there under.

INCORPORATION BY REFERENCE: Any clause required to be included in a contract of this type by any applicable federal, state or local law or administrative rule or regulations is incorporated herein by reference. The requirements, plans and specifications for the project for which the goods and/or services are being purchased are incorporated herein by reference to the extent that they relate in any way to the goods and services being provided hereunder.

REMEDIES CUMULATIVE: All the remedies provided herein are cumulative with all rights and remedies provided by law and equity including but not limited to the Uniform Commercial Code. The laws of the State of Florida shall govern the rights and obligations of the parties. All litigation related to this purchase order shall be brought exclusively in Martin County, Florida for state actions and U.S. District Court for the Middle District of Florida, Tampa Division, for Federal actions.

TIME: Time is of the essence of this Contract and of all the provisions contained herein. Purchaser shall meet all schedules and delivery times contained herein as reasonably modified by Purchaser in its sole and absolute discretion. Vendor shall immediately notify Purchaser in writing of any anticipated delays in meeting these schedules and/or delivery times so as to allow Purchaser time to attempt to mitigate its damages.

PAYMENTS: Vendor shall be entitled to payment within forty-five (45) days of receipt of an invoice from the Vendor and receipt of materials in accordance with the Florida Prompt Payment Act, Florida Statute 218.7 for non-construction purchases. Payment shall be equal to 100% (unless otherwise specifically noted) of the approved amount. Balance will be due only upon the final completion, final acceptance of the items and Work, the receipt and approval of any and all warranties and guaranties required by the Contract Documents and / or this Contract.

CONFLICTS: In the event of ambiguity or conflict between the terms and conditions of this Purchase Order, any provisions of law, administrative rules, administrative regulations, ordinances and/or the terms and conditions of the plans and specifications for this project, the following priority shall determine which shall govern: 1) law, 2) administrative rules and regulations, 3) ordinances, 4) signed Agreement Between County and Contractor or Consultant, 5) plans and specifications, 6) this Purchase Order.

SEVERABILITY: In the event that any of the covenants, agreements, terms or provisions contained in this Purchase Order shall be held invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein in no way shall be affected. Paragraph headings are for convenience only and shall not be used to construe or interpret this Contract. This Contract shall be governed by the laws of Florida.

ATTORNEY FEES: The parties expressly agree that each party will bear its own attorney's fees incurred in connection with this Contract.

RESOLUTION OF CLAIMS: The parties expressly and specifically hereby waive the right to a jury trial as to any issue in any way connected with this Contract.

## **Exhibit E**

**Hardware Refresh Firm Price Proposal  
Dated July 9, 2021**

**Incorporated herein by reference.**



**MOTOROLA SOLUTIONS**

# MARTIN COUNTY, FLORIDA

VESTA 9-1-1

JULY 9, 2021

## HARDWARE REFRESH FIRM PRICE PROPOSAL

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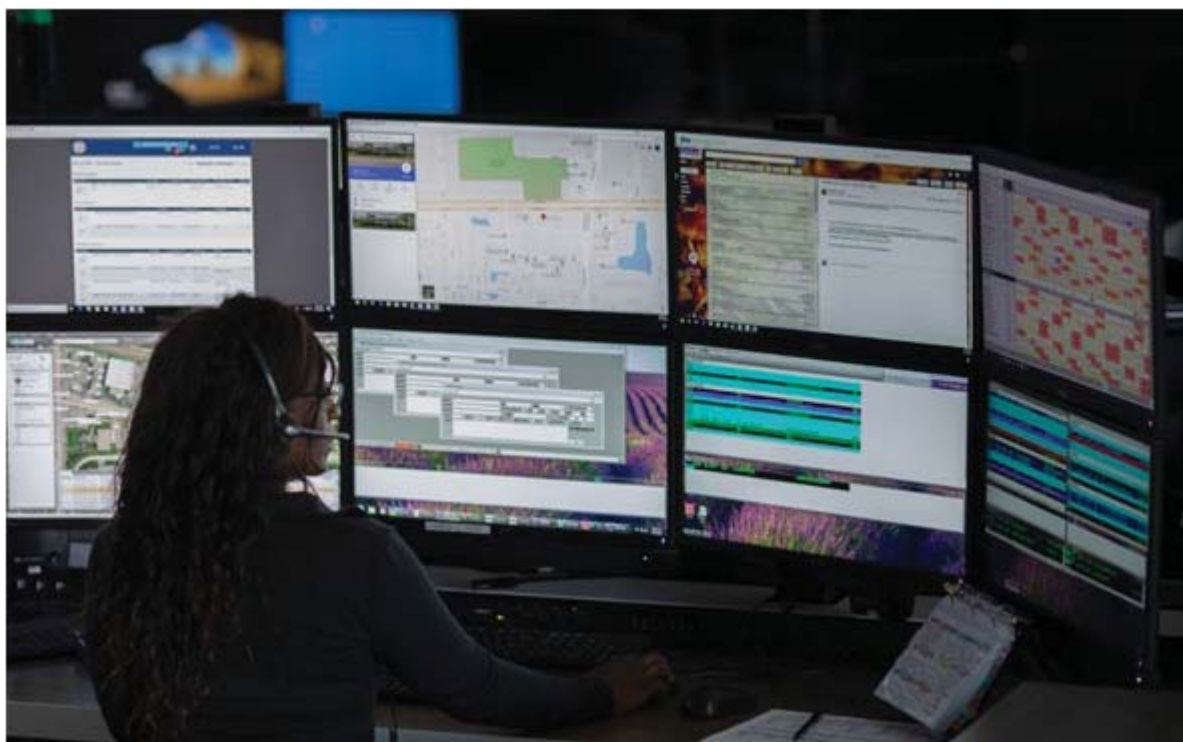
SECTION 1

# INTRODUCTION

Vesta Solutions, Inc. (Vesta Solutions), a wholly owned subsidiary of Motorola Solutions, is proud to present a VESTA® 9-1-1 call handling Hardware Refresh in response to Martin County's request.

Today, the VESTA 9-1-1 solution is the industry standard comprehensive NG9-1-1 solution. It offers PSAP's increased product features, operational efficiencies, and reliability along with stable, centralized call handling for individual or multiple PSAP locations.

The VESTA 9-1-1 solutions are designed to meet growing community needs and emerging 9-1-1 technology. Martin County is assured the solutions proposed herein will comply and meet both the E9-1-1 requirements of today and the NG9-1-1 requirements of tomorrow. By selecting Vesta Solutions, Martin County can be confident they are partnering with the leading provider of Public Safety 9-1-1 solutions and selecting the highest possible level of service to the visitors, citizens, and public safety professionals of their region.



SECTION 2

# SOLUTION DESCRIPTION

## 2.1 BACKGROUND

Martin County, FL is currently a Geo-Diverse VESTA System with (1) Remote Site. Martin County Sheriff Office - Host A is located at 800 S.E. Monterey Road, and Martin County Disaster Recovery Center - Host B located at 6000 S.E. Tower Drive, the Remote site is located at 800 S.E. Monterey Road. All site currently running on software version R7.2 HF1, Analytics Standard R3.4

Martin County – Host A currently operates nineteen (19) Call Taker positions, with VESTA Analytics

Martin County Disaster Recovery Host B currently operates ten (10) Call Taker positions, with VESTA Analytics

Martin County Fire Rescue – Remote currently operates six (6) Call Taker positions with VESTA Analytics

All Agencies also utilize Activity View

## 2.2 SOLUTION REVIEW

Martin County have requested a hardware refresh on their existing VESTA Geo-Diverse system, which is fast approaching the 5-year mark. The new system will include the replacement of all workstations, servers, gateways, and switches. Along with this replacement, Motorola Solutions will perform a software migration from VESTA R7.2 HF1 to the latest VESTA general release software version 7.X and Analytics software version 3.X

The new solution will leverage existing investment and licensing where applicable while offering support for both current and future NG9-1-1 and ESInet technologies.

As part of this proposal, Motorola Solutions included VESTA CDR Module as well as the Real Time Control Feature.

Martin County, FL and its Agencies will reuse/provide the following peripherals at all locations:

- Administrative Printer
- Monitors at each Call-Taker and Administrative positions for all Agencies
- Reuse the 7ft 19" Equipment rack/Cabinet at Host A and Host B locations
- Reuse the Netclock cables, Antenna, surge protector, etc
- Reuse Existing Headsets
- Reuse of the Existing 60E Firewall for the ESInet Interface Connection at Host A and Host B locations
- Provide/Reuse existing Backroom cabinet at the Fire Rescue location

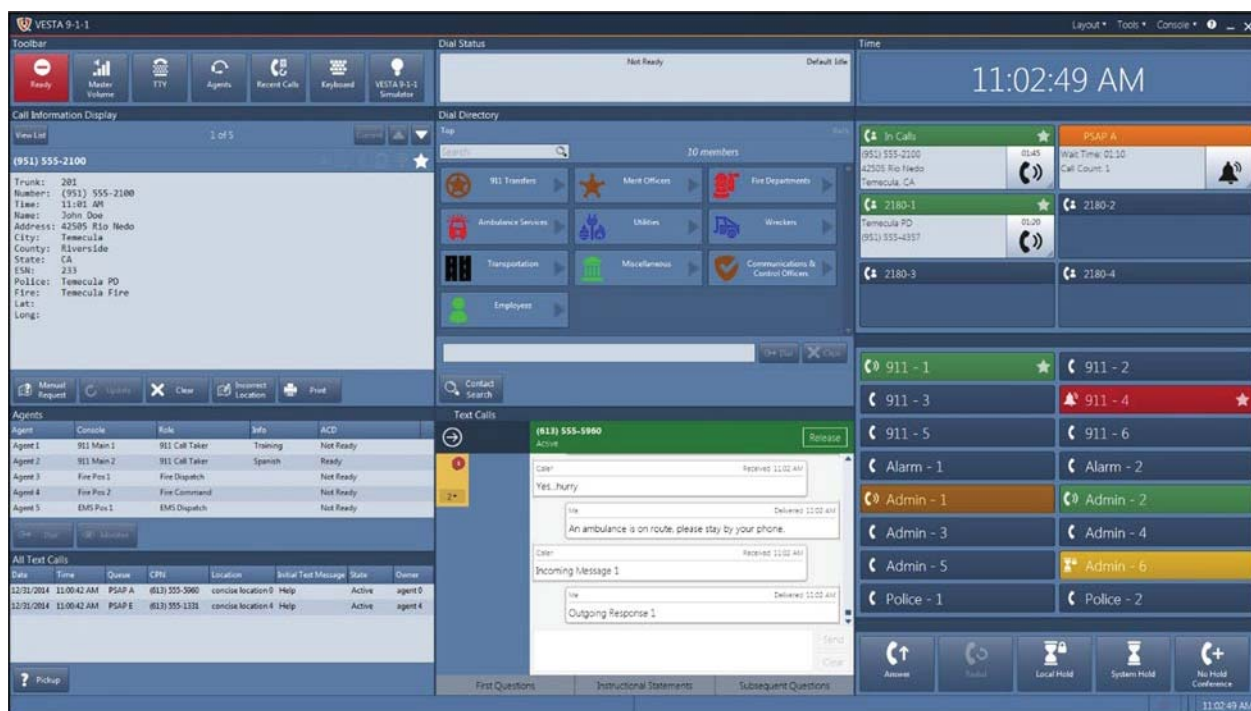


- (2) T1/PRI Voice Modules – 1-Span
- ESInet Interface Module (EIM) - NG9-1-1 core functions and capabilities for future ESInet deployment
- MIS - Call management and reporting system
  - VESTA® Analytics Media (Upgrade)
    - ◆ Server 2U Rack Enhanced DL380/G10
  - VESTA® 9-1-1 Activity View System License (Upgrade)
    - ◆ (1) VESTA® 9-1-1 Activity View Administrative Workstations
  - VESTA® 9-1-1 CDR License
- Time Synchronization NetClock (Martin to provide/reuse all of the existing peripherals and Antenna)
- Spares

### **Martin County Disaster Recovery Center – Host B**

- (19) Call Taker positions, VESTA 9-1-1 Enhanced Operations license
  - At each position:
    - 48-key Genovation keypad
    - Sound Arbitration Unit (SAM)
    - VESTA® 9-1-1 IRR per seat license (upgrade)
    - VESTA® Activity View per seat license (upgrade)
    - VESTA® Analytic per seat license (upgrade)
    - VESTA® CDR per seat license (New)
- VESTA® SMS – 1-year support
- RapidSOS Integration via the Enhanced Data Window – 1-year support
- VESTA 9-1-1 Real Time Control Module
- (8) FXO ports
- (1) T1/PRI Voice Modules – 1-Span
- ESInet Interface Module (EIM) - NG9-1-1 core functions and capabilities for future ESInet deployment
- MIS - Call management and reporting system
  - VESTA® Analytics Site License (Upgrade)
  - VESTA® 9-1-1 Activity View System License (Upgrade)
    - ◆ (1) VESTA® 9-1-1 Activity View Administrative Workstations
  - VESTA® 9-1-1 CDR Server License





Fully Configurable VESTA 9-1-1 Solution

## 2.3 SUMMARY OF OFFER

The proposal includes an all-inclusive NG9-1-1 Call Handling solution for three PSAP geodiverse locations

### Martin County Sheriff Office – Host A

- (19) Call Taker positions, VESTA 9-1-1 Enhanced Operations license
  - At each position:
    - 48-key Genovation keypad
    - Sound Arbitration Unit (SAM)
    - VESTA® 9-1-1 IRR per seat license (upgrade)
    - VESTA® Activity View per seat license (upgrade)
    - VESTA® Analytic per seat license (upgrade)
    - VESTA® CDR per seat license (New)
- VESTA® SMS – 1-year support
- RapidSOS Integration via the Enhanced Data Window – 1-year support
- VESTA 9-1-1 Real Time Control Module
- (8) FXO ports



- Time Synchronization NetClock (Martin to provide/reuse all of the existing peripherals and Antenna)
- Spares

### **Martin County Fire Rescue – Remote**

- (6) Call Taker positions, VESTA 9-1-1 Enhanced Operations license

At each position:

- 48-key Genovation keypad
- Sound Arbitration Unit (SAM)
- VESTA® 9-1-1 IRR per seat license (upgrade)
- VESTA® Activity View per seat license (upgrade)
- VESTA® Analytic per seat license (upgrade)
- VESTA® CDR per seat license (New)
- VESTA® SMS – 1-year support
- RapidSOS Integration via the Enhanced Data Window – 1-year support
- ESInet Interface Module (EIM) - license
- MIS - Call management and reporting system
  - VESTA® Analytics Site License (Upgrade)

### **System-wide**

- Martin County-wide data collection and reporting services on all 9-1-1 transactions
- System and component level monitoring, alarming, diagnostics and reporting services
- All-inclusive software support, updates, and upgrades for the contract term
- 24/7/365 help desk, trouble ticketing and customer support services
- Installation, testing, training, maintenance and on-site support services by Motorola Solutions
- Project management services for the planning, design, testing, installation and operation of systems for contract term



SECTION 3

# PRODUCT DESCRIPTION

## 3.1 ESINET INTERFACE MODULE (EIM)

### ESInet Interface Module (EIM)

The ESInet Interface Module (EIM) provides connectivity to NENA I3-compliant and RFAI VoIP networks for the delivery of 9-1-1 calls and related information. Several different versions of EIM are available, depending upon the kind of ESInet that the system will be interfaced with:

- NENA I3 – Comtech/TCS
- NENA I3 – InDigital Networks
- NENA I3 – Vesta Solutions NGCS
- West/Intrado RFAI

The ESInet is normally interfaced to the VESTA 9-1-1 system by way of a firewall device at each host location.

The following features are provided with the EIM module:

- Delivery of 9-1-1 voice to the system using VoIP technology
- Delivery of the ANI as part of the call setup messages (SIP invite)
- Delivery of ALI information in the PIDF-Lo fields (NENA I3 only)
- Implementation of a “make busy” switch for PSAP evacuation/reroute (requires stand-alone FXS unit – switch to be provided by customer or channel partner)

## 3.2 DATA MANAGEMENT

### 3.2.1 Call Detail Report (CDR) Interface (Future Purchasable Option)

Depending upon the desired functionality in a VESTA 9-1-1 system, the optional Call Details Report Interface (CDR) port(s) may be implemented. CDR ports provide the following types of information to external devices:

- Call Detail Record. Shows a detailed listing of every action that has occurred (either automatically or by the call-taker) in the handling of the call.
- Optionally may include the ALI (Automatic Location Information) of the caller. This will typically be the last ALI received on the call.
- Optionally may include any TDD/TTY conversations that occurred as part of the call.
- Optionally may include call-taker log in/out and ready/not ready status changes.



- One or more ports may be implemented. To provide CDR port redundancy, one port must be equipped on each DDS server. Ports are typically run through a BlackBox TL158A-R2 unit, which serves as a data arbitrator if the receiving service cannot perform its own arbitration.





SECTION 4

# STATEMENT OF WORK

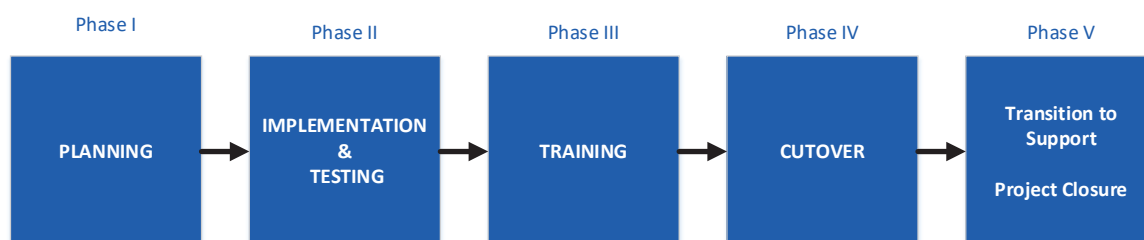
Implementation Planning is an iterative process. It begins during the planning stage and continues until the Next Generation 9-1-1 (NG9-1-1) VESTA 9-1-1 system from VESTA Solutions, Inc. (Motorola Solutions) is formally migrated and accepted by the agency. The Project Manager (PM), working with the project team, is responsible for formulating the required plan to implement and communicate the support process for the VESTA 9-1-1 solution.

## 4.1 IMPLEMENTATION METHODOLOGY

Your VESTA 9-1-1 system is a large project involving complexity, contingencies, and collaborations with multiple parties. Successful implementation requires an organized and systematic approach to project management.

Your Project Manager and Motorola Solutions Project Manager will play a particularly important role in this process by communicating back to their teams the project plan, project status, risks, and next steps. The project will use an MS Project Schedule and Project Status Report, which will provide a consistent vehicle for communication, management, reporting of progress and detection of potential progress delays.

Our project management methodology is also based upon the Project Management Institute's (PMI) Project Management Body of Knowledge (PMBOK). Our methodology will incorporate one primary goal; align the project with your overall expectations. Unless otherwise requested, Motorola Solutions will implement the project using a "phased" process.



## 4.2 PHASE I - PLANNING

Phase I is the period in which the project is formally launched, the project design is finalized, the Project Management Plan (PMP) is finalized and resources are scheduled. Upon the agency contract award the Motorola Solutions PM coordinates Phase 1 activities with you to ensure that the project scope has been assessed, and that all deliverables have been captured in the Motorola Solutions Project Schedule. The PMP will be the control document for Motorola Solutions deliverables for the implementation, as will other critical dates or milestones that are integral to the project.

The specific objectives of the planning phase include:



- Expound on specific strategies and project options
- Confirm NG9-1-1 project scope
- Finalize the solution design
- Finalize plans for solution delivery strategies and resources. The solution is reviewed to align each primary stakeholder with a common vision and strategy for unified team design and planning.
- Determine aspects of the 9-1-1 system that are subject to change within the scope of the project. Much of this entails identifying and collecting information from project stakeholders.

Prior to collecting the detailed information that will be used in the course of the project, it is important for the team to understand the overall project goals and the criteria that will govern their decision-making.

The project principles and constraints are communicated to all team members so that all design, integrations, and deployment decisions can be assessed. Guided by the project principles and constraints, more detail information is then collected. This includes conducting site visits and the Project Launch, Call Flow and Design Review Meeting.

## 4.2.1 Project Kick-off Meeting

The project kick-off meeting is scheduled as soon as possible following receipt of the contract. One of the main objectives of the meeting is to ensure that all project participants begin the project with a clear and shared understanding of the project and project expectations. During this meeting:

- Process owners are identified
- Key project milestones and objectives are introduced and discussed
- Review the overall project “As Purchased” design and Statement of Work (SOW).
- First review of the draft project plan

## 4.2.2 Project Workflow and Design Review Meeting

The project call flow and design review meetings are scheduled with you to be held at the site. The purpose of the Call Flow and Design Review (CDR) meeting is to obtain a comprehensive understanding of your current operational environment and desired future workflow through interactive discussions. It is also to assist in understanding how the new VESTA 9-1-1 system can be configured to meet the operational needs.

During this meeting, Motorola Solutions will gather critical information with your agency to set up and program the VESTA 9-1-1 system, including detailed review of trunks, lines and circuits. Motorola Solutions will work with you to document the final system design elements that will be used for all aspects of the programming and configuration of your VESTA 9-1-1 system. Design discussions and decisions will include but are not limited to:

- Detailed review of the “As Purchased” system design
- Detailed review of call flow and system design
- Detail review of Network Requirements
- Detail review of Network Components (routers and switches)
- Detailed review of the project Roles and Responsibilities of the collective team
- Site walks for Environmental Review & Intra-system interfaces



- Environmental:
  - ◆ Power: outlets, power draw, UPS, generator
  - ◆ Cabling: positions, training room, backroom
- Adjuncts:
  - ◆ CAD: ALI spill to CAD
  - ◆ Recorder
  - ◆ Mapping
  - ◆ PBX
- Physical space, furniture, & logistics
- External interfaces: door access, alarms

It is important that your key operational decision makers participate in these design meetings. It is critical that you and Motorola Solutions understand the responsibilities of each entity in this process. The detailed discovery and full disclosure of all facets of the Call Flow (how the different types of trunks, lines and circuits that are answered at the PSAP locations are routed to and answered by the current communications systems) and the Work Flow (how Call Takers and Dispatchers interact with callers and each other) is critical in the design of the new system. This will ensure a smooth and comprehensive transition.

## 4.2.3 Project Plan Approval

Once the system design has been finalized, the Motorola Solutions PM will schedule resources for site implementation.

Motorola Solutions resources will be scheduled and dates communicated to the team members via the Motorola Solutions Project Schedule. The Motorola Solutions Schedule will be drafted and forwarded to team members for review and comment. This “First Pass” schedule will be used to present you with the initial deployment schedule. Once all feedback and changes have been received and integrated into the schedule, the Master Project Schedule will be created and communicated by Motorola Solutions. Once published and a baseline established, the Master Schedule will only be changed as per appropriately submitted change requests.

The Planning Phase ends when:

- The Project Plan has been approved
- System design and Call Flow are complete
- The Master Project Schedule has been developed and a consensus among concerned parties reached regarding deliverables and milestones
- A draft site cut plan has been developed
- A draft Acceptance Test Plan has been developed
- The materials purchased from Motorola Solutions ship to the site

## 4.3 PHASE II – INSTALLATION AND TESTING

Phase II is the period of time in which site preparation, site installation and testing take place. The project’s implementation is accomplished to the degree that is possible without actually going “live”, while minimizing disruption of the site’s ongoing operations. The Motorola Solutions PM will coordinate the Phase II activities with you to minimize interference with other site activities, while ensuring that Motorola Solutions’ implementation



and testing are completed as per the Project Plan and the Master Project Schedule. Implementation and Testing milestones and deliverables will be documented and managed via the Master Project Schedule.

During this phase the components of the solution, including applications, servers, network components and data flow, are configured and readied for deployment. All network, regional and premise components are delivered, and the equipment rooms and other facilities are made ready.

### 4.3.1 Solution Staging

The process starts with the staging of the system equipment in Temecula, CA. Your site equipment is assembled, configured and burned in with your specific site information, including but not limited to, system software, IP addresses, machine names, and line and trunk data. Your equipment is also quality-checked for any defects or errors, then packaged and shipped to site.

Staging increases efficiency by leveraging our technical expertise to help prevent out-of-box failures and performing initial configurations before equipment arrives on-site. Less on site installation time is required by staging and testing equipment in our Temecula facility. You have assurance that each site's equipment is configured and tested, reducing the risk of onsite equipment issues.

Once staged in Temecula your system will be shipped to your site for inventory and installation.

### 4.3.2 Site Installation

The following outlines the general steps that will be required for system installation. Additional detail and steps will be added during project meetings.

- Unpack and inventory equipment
- Placement of racks/cabinet
- If new cabling is required:
  - Run cable from Motorola Solutions Connector Blocks to backboard for all 9-1-1 trunks
  - Run cable from Motorola Solutions Connector Blocks to backboard for all administrative lines
  - Run LAN cables from Motorola Solutions rack/cabinet to all Motorola Solutions workstations; this includes providing an adequate number of cable runs for the voice/network, logging recorder, and any other equipment that may be required
  - Run LAN cables from any IP phones to the Motorola Solutions rack (if applicable)
- Physical installation of all new VESTA 9-1-1 servers and associated components at the identified backrooms (Host A & B)
- Physical installation of any network equipment required: switches, routers, etc. and associated cabling provided by Motorola Solutions
- Physical installation of all new peripheral devices at all sites
- For each site, configure and make operable the system as documented in the Detail Design Document to include:
  - Configure all new VESTA 9-1-1 system servers.



- Configure all new workstations purchased for the sites
- Perform Router Configuration
- Perform Firewall Configuration
- Manage all appropriate data and accounts for the VESTA 9-1-1 system
- Perform installation and configuration of the Motorola Solutions provided MIS solution.

### 4.3.3 Testing

Our plan includes performing various required tests using the agency's actual infrastructure, which is beneficial for the following reasons:

- Testing will be performed on the production solution – actual hardware
- Testing will be performed in the actual environment
- Testing will allow you to easily observe the process

Testing is one of the major aspects of your VESTA 9-1-1 project and its success will require combined concentrated effort by your personnel and Motorola Solutions.

Upon contract award, Motorola Solutions PM will work closely with you to review the System Acceptance Test Plan and make mutual agreed upon changes to the Test Plan. At the completion of the implementation, your designated participants and Motorola Solutions will execute the test plan that displays the system is functioning and configured as designed and document test results.

### 4.3.4 Lockdown

The Implementation and Testing Phase ends when:

- Site Implementation is complete
- The site testing has been completed to the degree agreed upon during the project planning process

At the conclusion of the site's implementation and testing, a lockdown (configuration freeze) period will begin and remain in effect until system cutover. During implementation and training, vendors/providers of each subsystem will have the opportunity to perform pre-approved nominal system testing without making any user application and configuration changes. The site lockdown will be scheduled via the Master Project Schedule.

### 4.3.5 Customer Responsibilities During Installation

Responsibilities shall include, but are not limited to:

- Administrative Printer
- Monitors at each Call-Taker and Administrative positions for all Agencies
- Reuse the 7ft 19" Equipment rack/Cabinet at Host A and Host B locations
- Reuse the Netclock cables, Antenna, surge protector, etc
- Reuse Existing Headsets
- Reuse of the Existing 60E Firewall for the ESInet Interface Connection at Host A and Host B locations
- Provide/Reuse existing Backroom cabinet at the Fire Rescue location



- Use reasonable efforts to provide supporting information to aid in the solution of any problems discovered during installation, implementation or post installation phases of this project
- Provide appropriate schedule notification and facility availability for VESTA 9-1-1 on-site services and training
- Notify and coordinate schedule changes with Motorola Solutions, which may require a Change Order (and potentially additional charges) dependent upon the change
- Assume sole responsibility for the accuracy and completeness of Customer-supplied data
- Provide dedicated (2) 20A 110V UPS protected power outlets for the facilities and appropriate grounding, or as determined by the site survey, for the proper operation of the emergency telephone and computer systems described herein
- Provide a floor plan outlining where Motorola Solutions provided equipment is to be installed and position numbers for Call Taker, Dispatch, and Supervisor positions
- Ensure the operating environment is fully functional and meets VESTA 9-1-1 minimum operating requirements
- Provide the applicable broadband service for the VESTA 9-1-1 Virtual Private Network (VPN) for remote monitoring, support and troubleshooting connectivity
- Provide for, move, test and make operational or otherwise deliver CAMA trunks, administrative lines and other PSTN connections to the backboard demarcation at least 14 days prior to installation start date
- Provide for, move, test and make operational or otherwise deliver two (2) ALI circuit connections to the backboard demarcation at least 14 days prior to installation start date
- Provide facility specific work and activity, including, but not limited to, construction, core drilling, grounding, and any electrical or conduit needed to support the implementation
- Assist Motorola Solutions in securing any required security clearances, identification tags and other requirements for access to areas within the facility necessary for Motorola Solutions personnel to complete their project responsibilities under this agreement
- Provide the tap to the network clock, if applicable. This includes all interfaces necessary, preferably to provide the name/address of a timeserver on the network.
- Document and supply configuration information on the existing CPE
- Make available at the equipment rack, all remote access lines terminated on RJ 11 or RJ 45 jacks or contract with Motorola Solutions as required
- Ensure that or contract with Motorola Solutions to guarantee Intermediate Distribution Frame (IDF), wall boards and/or interconnect points appear in the immediate area where VESTA 9-1-1 servers are installed

## 4.4 PHASE III – CUTOVER

Cutover is the primary focus of your NG9-1-1 project, its success will require a methodical focus on planning, executing, and monitoring. The cutover plan includes the fallback process to restore the system to the pre-migration operation in the event of a catastrophic failure.

The Cutover Plan defines the sequenced procedures and steps that will occur in the Cutover Phase to bring new equipment to an operational state, as well to transition services from the current equipment to the new. Appropriate safeguards are built in to ensure a cutover with minimal operational impact.





The Cutover Phase is the major transition point for the project. Motorola Solutions provided systems are brought on line and site's operations shift from the old equipment to the new equipment. Motorola Solutions' PM will work with your team to minimize the disruption for each PSAP. To that end, during the Planning Phase the decision will be made for the cutover plan. Examples of cutover options are as follows:

- **Flash Cut:** A flash cut requires a coordinated migration of 9-1-1 traffic to the PSAPs. Workstations at a site are cut over to the NG9-1-1. The benefit of a flash cut is that the PSAP personnel do not require temporary relocation to another PSAP that might not have the same radio or Computer Aided Dispatch (CAD) system, resulting in less disruption.
- **Relocation Cut:** You may choose to vacate their PSAP and operate at the alternate PSAP while their PSAP is upgraded. Once the upgrade is finished the personnel would systematically move to the new VESTA 9-1-1 system

The Draft Cutover Plan will specify specific tasks and responsibilities for Motorola Solutions provided systems, materials, and services. The Cutover Phase will be scheduled via the Master Project Schedule.

#### 4.4.1 Motorola Solutions Responsibilities During Cutover

The Motorola Solutions PM will coordinate assignment of appropriate Motorola Solutions technical staff to support the transition to the new VESTA 9-1-1 system. Resource assignments will be planned and tracked via the Motorola Solutions Project Schedule.

- Pre-cut and Post-cut site testing will be performed in accordance with Motorola Solutions System Acceptance Test Plan that will be provided based on the type of system(s) purchased
- The Motorola Solutions PM will track Motorola Solutions issues and/ or exceptions noted during the site cutover and report updates to your team for updates to the Issues Control Log
- The Cutover Phase will end when the project team agrees that all cutover objectives have been met

At the conclusion of the Cutover Phase, a meeting will be held with the project team members to discuss the cutover, any remaining Motorola Solutions issues, and to review the Post-Cutover Support Plan.

#### 4.4.2 Customer Responsibilities During Cutover

The agency is responsible for the following during cutover:

- Schedule appropriate personnel to support the cutover
- Assume responsibility for cutover activities that are beyond the scope of Motorola Solutions deliverables as delineated in the approved Project Plan
- Coordinate third party services and/or activities during the cutover that are not Motorola Solutions deliverables, but may affect Motorola Solutions systems and/ or services. This includes, but is not limited to Telco's, third party vendors, or other organizations that are participating in the cutover





## 4.5 PHASE IV – PROJECT CLOSURE

Once all sites are operational and the post-cutover coverage is complete, the Project will move to closure phase. The project closure phase is the process of completing any open issues associated with the deployment of your project and to transition the project from Implementation to Support.

Project closure will occur when:

- All sites have cutover to the new VESTA 9-1-1 systems
- All on-site post cutover support has been completed
- All System Acceptance Testing has been successfully executed and approved by Columbia County 911
- Columbia County 911 has signed the Site Acceptance document

The Motorola Solutions PM will ensure all issues have been resolved or assigned for resolution. Any open issues at time of closure are to be transitioned to Motorola Solutions Technical Support, Site Installation, and Verification Package.

### 4.5.1 Site Installation and Verification Package

Motorola Solutions will provide “as-built” documentation:

- CPE inventory, including a complete list of installed equipment
- Solution Overview / Detailed System Document
- System Diagrams
- IP Schema and Naming Convention
- Bandwidth Estimates
- System Acceptance Test
- Other documentation as mutually agreed to by the parties



SECTION 5

# EQUIPMENT LIST

## 5.1 MARTIN COUNTY PSAP – HOST A

### VESTA® 9-1-1

Qty.	Part No.	Description	Unit Price	U/M	Total
1	870899-0104R7.6U	<b>VESTA® 9-1-1</b> V911 R7.6 DOC/MED UPG	\$0.00	EA	<b>\$0.00</b>
1	873099-03002U	V911 CAD INTF LIC UPGD	\$0.00	EA	<b>\$0.00</b>
		<b>VM Large Server Bundle</b> <i>Note: The Large Server Bundle is for PSAP's up to 80 positions with an annual call volume of 1,000,000 or less.</i>			
1	853031-DLLL-GD-2	V-DL SVR LG LOW BNDL GEO	\$18,197.50	EA	<b>\$18,197.50</b>
2	04000-68005	V-SVR BASIC SPT 1YR	\$107.50	EA	<b>\$215.00</b>
2	04000-68007	V-SVR BASIC SPT 3YR	\$321.25	EA	<b>Optional</b>
2	04000-68009	V-SVR BASIC SPT 5YR	\$535.00	EA	<b>Optional</b>
		<b>VESTA® 9-1-1 Features</b> <b>ESInet Interface Module (EIM)</b>			
19	873090-11102	V911 LIC EIM MOD <i>Note: customer reusing existing 60E EIM firewalls</i>	\$0.00	EA	<b>\$0.00</b>
208	809800-17006	FIELD ENG-EXPRESS	\$82.50	EA	<b>\$17,160.00</b>
		<b>VESTA® 9-1-1 Multi-Queue Display</b>			
1	870809-00801	V911 MQD MODULE	\$0.00	EA	<b>\$0.00</b>
		<b>VESTA® SMS</b> <i>Note: Customer is responsible for Text Control Center (TCC) services and network charges.</i>			
1	870891-66301	VESTA 9-1-1 SMS LIC	\$0.00	EA	<b>\$0.00</b>
1	809810-00102	V911 ADV DATA LVL 1 ANNUAL SUB <i>Note: Annual Subscription - Year 1</i>	\$0.00	EA	<b>\$0.00</b>
1	809810-00102	V911 ADV DATA LVL 1 ANNUAL SUB <i>Note: Annual Subscription - Year 2</i>	\$0.00	EA	<b>Optional</b>
1	809810-00102	V911 ADV DATA LVL 1 ANNUAL SUB <i>Note: Annual Subscription - Year 3</i>	\$0.00	EA	<b>Optional</b>
1	809810-00102	V911 ADV DATA LVL 1 ANNUAL SUB <i>Note: Annual Subscription - Year 4</i>	\$0.00	EA	<b>Optional</b>
1	809810-00102	V911 ADV DATA LVL 1 ANNUAL SUB <i>Note: Annual Subscription - Year 5</i>	\$0.00	EA	<b>Optional</b>

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		<b>RapidSOS</b>			
1	809810-00103	V911 ADV DATA LVL 2 STD ANNUAL SUB	\$843.75	EA	<b>\$843.75</b>
		<i>Note: Annual Subscription - Year 1</i>			
1	809810-00103	V911 ADV DATA LVL 2 STD ANNUAL SUB	\$843.75	EA	<b>Optional</b>
		<i>Note: Annual Subscription - Year 2</i>			
1	809810-00103	V911 ADV DATA LVL 2 STD ANNUAL SUB	\$843.75	EA	<b>Optional</b>
		<i>Note: Annual Subscription - Year 3</i>			
1	809810-00103	V911 ADV DATA LVL 2 STD ANNUAL SUB	\$843.75	EA	<b>Optional</b>
		<i>Note: Annual Subscription - Year 4</i>			
1	809810-00103	V911 ADV DATA LVL 2 STD ANNUAL SUB	\$843.75	EA	<b>Optional</b>
		<i>Note: Annual Subscription - Year 5</i>			
		<b>Real-Time Control</b>			
1	870890-74001	VESTA 9-1-1 REAL TIME CTRL MOD	\$6,187.50	EA	<b>\$6,187.50</b>
		4-PORT ETHERNET DIGITAL I/O			
1	04000-01721	MODULE	\$303.75	EA	<b>\$303.75</b>
1	04000-01804	POE PWR INJECTOR	\$96.25	EA	<b>\$96.25</b>
		<b>VESTA® 9-1-1 CDR Module</b>			
1	873099-00602	V911 CDR SVR LIC	\$1,226.25	EA	<b>\$1,226.25</b>
19	873099-01102	V911 CDR PER SEAT LIC	\$101.25	EA	<b>\$1,923.75</b>
		<b>VESTA® 9-1-1 Activity View</b>			
19	873099-00802U	V911 ACT VIEW LIC PER ST UP	\$0.00	EA	<b>\$0.00</b>
1	873099-00702U	V911 ACTIV VIEW SYS LIC UPG	\$0.00	EA	<b>\$0.00</b>
1	809800-35120	V911 ACT VIEW SW SPT 1YR	\$745.00	EA	<b>\$745.00</b>
1	809800-35122	V911 ACT VIEW SW SPT 3YR	\$1,985.00	EA	<b>Optional</b>
1	809800-35124	V911 ACT VIEW SW SPT 5YR	\$2,481.25	EA	<b>Optional</b>
		<b>Administrative Workstation</b>			
1	61000-409612	DKTP ELITE MINI 705 G5 W/O OS	\$946.25	EA	<b>\$946.25</b>
1	04000-00441	WINDOWS 10 LTSC LIC	\$105.00	EA	<b>\$105.00</b>
1	809800-00102	GENERIC WKST CFG FEE	\$281.25	EA	<b>\$281.25</b>
		<b>Geo Diverse Add On License</b>			
1	BA-MGD-VSSL-M	GEO-DIV LIC MIG SYS	\$0.00	EA	<b>\$0.00</b>
		<b>VESTA® 9-1-1 Advanced Enhanced Operations</b>			
19	PS-0AD-VSML-M	VADV MLTP SEAT LIC NFEE	\$0.00	EA	<b>\$0.00</b>
19	SS-0AD-VSSL-1Y	SPT VADV 1YR	\$1,488.75	EA	<b>\$28,286.25</b>
19	SS-0AD-VSSL-3Y	SPT VADV 3YR	\$3,968.75	EA	<b>Optional</b>
19	SS-0AD-VSSL-5Y	SPT VADV 5YR	\$5,788.75	EA	<b>Optional</b>
		<b>VESTA® 9-1-1 IRR Module</b>			
19	873099-00502U	V911 IRR LIC UPGD	\$0.00	EA	<b>\$0.00</b>



19	809800-35110	V911 IRR SW SPT 1YR	\$211.25	EA	<b>\$4,013.75</b>
19	809800-35112	V911 IRR SW SPT 3YR	\$565.00	EA	<b>Optional</b>
19	809800-35114	V911 IRR SW SPT 5YR	\$705.00	EA	<b>Optional</b>
<b>VESTA® Workstation Equipment</b>					
18	61000-409612	DKTP ELITE MINI 705 G5 W/O OS	\$946.25	EA	<b>\$17,032.50</b>
1	61000-409614SFF	WKST HP Z2 G4 SFF W/O OS SSD	\$1,458.90	EA	<b>\$1,458.90</b>
1	65000-00266	GRAPHICS CARD 2GB PCIE	\$201.25	EA	<b>\$201.25</b>
4	04000-26600	ADPTR MINI DP TO DP	\$16.25	EA	<b>\$65.00</b>
<i>Note: 1 PC configured w/ up to 6 video ports. ActivityView cannot be run while taking calls.</i>					
19	04000-00441	WINDOWS 10 LTSC LIC	\$105.00	EA	<b>\$1,995.00</b>
19	64007-50025	KEYPAD 48-KEY USB CBL 25FT	\$268.75	EA	<b>\$5,106.25</b>
19	65000-00197	KIT CBL DP/USB 15FT EXT	\$23.75	EA	<b>\$451.25</b>
19	853030-00302	V911 SAM HDWR KIT	\$1,858.75	EA	<b>\$35,316.25</b>
38	833401-00101G-15	CBL SAM JKBX 15FT	\$40.00	EA	<b>\$1,520.00</b>
19	65000-00176	CBL USB EXT REPEAT 16FT	\$40.00	EA	<b>\$760.00</b>
19	853004-00401	SAM EXT SPKR KIT	\$188.75	EA	<b>\$3,586.25</b>
19	65000-00124	CBL PATCH 15FT	\$16.25	EA	<b>\$308.75</b>
19	02800-20501	HDST 4W MOD ELEC MIC BLK	\$41.25	EA	<b>\$783.75</b>
19	03044-20000	HDST CORD 12FT 4W MOD BLK	\$3.75	EA	<b>\$71.25</b>
<i>Note: customer providing monitors</i>					
19	809800-35109	V911 IWS CFG	\$225.00	EA	<b>\$4,275.00</b>
19	809800-35108	V911 IWS STG FEE	\$337.50	EA	<b>\$6,412.50</b>
1	870890-07501	CPR/SYSPREP MEDIA IMAGE	\$0.00	EA	<b>\$0.00</b>
<b>VESTA® 9-1-1 Admin Printer</b>					
<i>Note: Customer to provide printer.</i>					
<b>Network Equipment</b>					
<i>Note: Firewall supports Remote and Internet Access for Managed Services, Remote position access and RapidSOS.</i>					
1	03800-03060	FIREWALL 60E	\$641.25	EA	<b>\$641.25</b>
1	03800-03061	WARR FIREWALL 60E 1YR	\$205.00	EA	<b>\$205.00</b>
1	03800-03063	WARR FIREWALL 60E 3YR	\$536.25	EA	<b>Optional</b>
1	03800-03065	WARR FIREWALL 60E 5YR	\$945.00	EA	<b>Optional</b>
1	809800-00201	VPN CFG SVCS	\$225.00	EA	<b>\$225.00</b>
2	04000-12960	SWITCH 2960-XR 48-PORT	\$5,991.25	EA	<b>\$11,982.50</b>
2	04000-12971	WARR 2960-XR 48P NBD 1YR	\$602.50	EA	<b>\$1,205.00</b>
2	04000-12973	WARR 2960-XR 48P NBD 3YR	\$1,800.00	EA	<b>Optional</b>
2	04000-12975	WARR 2960-XR 48P NBD 5YR	\$2,875.00	EA	<b>Optional</b>
<b>Peripherals &amp; Gateways</b>					
2	04000-00129	MED 1000B CHASSIS BNDL	\$2,065.00	EA	<b>\$4,130.00</b>

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1	870890-74901	V911 M1KB FIRMWARE	\$0.00	EA	<b>\$0.00</b>
2	04000-00186	SW SPT M1000 GATEWAY 1YR	\$337.50	EA	<b>\$675.00</b>
2	04000-00188	SW SPT M1000 GATEWAY 3YR	\$1,012.50	EA	<b>Optional</b>
2	04000-00190	SW SPT M1000 GATEWAY 5YR	\$1,687.50	EA	<b>Optional</b>
2	04000-00116	MED 1000 FXO-LS BNDL	\$388.75	EA	<b>\$777.50</b>
2	04000-00152	MED 1000 1-SPAN BNDL	\$2,595.00	EA	<b>\$5,190.00</b>
2	04000-00191	SW SPT M1000 T1 MOD 1YR	\$337.50	EA	<b>\$675.00</b>
2	04000-00193	SW SPT M1000 T1 MOD 3YR	\$1,012.50	EA	<b>Optional</b>
2	04000-00195	SW SPT M1000 T1 MOD 5YR	\$1,687.50	EA	<b>Optional</b>
<b>ALI/CAD Output</b>					
1	04000-01751	TS-4 PORT TERMINAL SVR	\$728.75	EA	<b>\$728.75</b>
2	65000-00182	CBL RJ45-10P/DB25M 4FT	\$23.75	EA	<b>\$47.50</b>
1	04000-00159	BLKBX TL159A 8-PORT DATACAST	\$436.25	EA	<b>\$436.25</b>
8	65000-00262	KIT CBL RJ11 ADPTR DB25	\$17.50	EA	<b>\$140.00</b>
<b>Cabinet &amp; Peripheral Equipment</b>					
1	63009-192803	MNTR RACK KYBD KVM 19IN <i>Note: Customer to reuse existing 42U Cabinet.</i>	\$1,348.75	EA	<b>\$1,348.75</b>
<b>Time Synchronization Equipment</b>					
1	04000-09485	NETCLOCK 9483 +OCXO+3PORT <i>Note: Quote assumes existing netclock cable(s), surge protector, antenna will be reused.</i>	\$7,850.00	EA	<b>\$7,850.00</b>
			<b>VESTA 9-1-1 Subtotal</b>		<b>\$196,132.65</b>

## VESTA® Analytics

Qty.	Part No.	Description	Unit Price	U/M	Total
<b>VESTA® Analytics Hosted</b>					
1	873399-00103.5U	V-ANLYT 3.5 DOC/MED UPGD	\$0.00	EA	<b>\$0.00</b>
1	873391-01002U	V-ANLYT HOST LIC UPGD	\$0.00	EA	<b>\$0.00</b>
1	873391-02001U	V-ANLYT SITE LIC UPGD	\$0.00	EA	<b>\$0.00</b>
1	809800-03361	SPT V-ANLYT ENT/HOST 1YR	\$320.00	EA	<b>\$320.00</b>
1	809800-03363	SPT V-ANLYT ENT/HOST 3YR	\$850.00	EA	<b>Optional</b>
1	809800-03365	SPT V-ANLYT ENT/HOST 5YR	\$1,063.75	EA	<b>Optional</b>
2	873391-00301U	V-ANLYT USER LIC UPGD	\$0.00	EA	<b>\$0.00</b>
19	PA-MSG-ASSL-M	V-ANLYT STD SEAT LIC MIG	\$0.00	EA	<b>\$0.00</b>
19	SA-MSG-ALSL-1Y	SPT V-ANLYT STD 1YR	\$138.75	EA	<b>\$2,636.25</b>
19	SA-MSG-ALSL-3Y	SPT V-ANLYT STD 3YR	\$368.75	EA	<b>Optional</b>
19	SA-MSG-ALSL-5Y	SPT V-ANLYT STD 5YR	\$537.50	EA	<b>Optional</b>
<b>VESTA® Analytics Modules</b>					



1	873391-00901U	V-ANLYT ADV RPT PKG LIC UPGD	\$0.00	EA	<b>\$0.00</b>
		<b>VESTA® Analytics Server Equipment</b>			
		<i>Note: Server is configured for up to 1,000,000 calls per year.</i>			
1	62040-G819204	SVR 2U RACK ENH DL380/G10 2.2	\$5,597.50	EA	<b>\$5,597.50</b>
6	64000-20064	HARD DRIVE 300GB 12G SAS 10K	\$493.75	EA	<b>\$2,962.50</b>
4	6400C-40044	8GB RAM G10	\$351.25	EA	<b>\$1,405.00</b>
1	62033-2GB4T04	SVR NAS 8TB	\$1,860.00	EA	<b>\$1,860.00</b>
1	04000-00444	SVR WIN2019 STD DWNGRD 2012	\$1,432.50	EA	<b>\$1,432.50</b>
1	04000-00319	SQL 2014 CAL RUN EMB LIC	\$123.75	EA	<b>\$123.75</b>
1	04000-00346	SQL 2014 SVR RUN EMB LIC	\$4,021.25	EA	<b>\$4,021.25</b>
1	04000-00436	PRESENTENSE TIME CLIENT 5.1	\$62.50	EA	<b>\$62.50</b>
1	809800-01416	MIS SVR CFG	\$562.50	EA	<b>\$562.50</b>
			<b>VESTA Analytics Subtotal</b>		<b>\$20,983.75</b>

## Managed Services

Qty.	Part No.	Description	Unit Price	U/M	Total
		<b>Monitoring, PM &amp; AV Service: Servers</b>			
		<i>Note: Includes (1) DDS Server, (1) VESTA Analytics Server.</i>			
2	04000-00398	M&R SVR AGENT LIC	\$553.75	EA	<b>\$1,107.50</b>
2	809800-16361	M&R PM AV SVR SRVC 1YR	\$1,506.25	EA	<b>\$3,012.50</b>
2	809800-16363	M&R PM AV SVR SRVC 3YR	\$4,165.00	EA	<b>Optional</b>
2	809800-16365	M&R PM AV SVR SRVC 5YR	\$6,578.75	EA	<b>Optional</b>
		<b>Monitoring, PM &amp; AV Service: Workstations</b>			
		<i>Note: Includes (19) Workstations, (1) Management Console, (1) Admin PC</i>			
21	04000-00399	M&R WKST AGENT LIC	\$162.50	EA	<b>\$3,412.50</b>
21	809800-16377	M&R PM AV WKST SRVC 1YR	\$607.50	EA	<b>\$12,757.50</b>
21	809800-16379	M&R PM AV WKST SRVC 3YR	\$1,693.75	EA	<b>Optional</b>
21	809800-16381	M&R PM AV WKST SRVC 5YR	\$2,713.75	EA	<b>Optional</b>
		<b>Monitoring, PM &amp; AV Service: IP Devices</b>			
		<i>Note: Includes (1) Virtual Host, (1) MDS Server, (1) ASN Server, (2) Gateways, (1) Firewall, (2) Firewalls for EIM/SMS, (1) 8TB NAS Device, (2) Cisco Switches.</i>			
11	04000-00400	M&R NETWORK/IP AGENT LIC	\$88.75	EA	<b>\$976.25</b>
11	809800-16343	M&R IP DEVICE SRVC 1YR	\$405.00	EA	<b>\$4,455.00</b>
11	809800-16345	M&R IP DEVICE SRVC 3YR	\$1,113.75	EA	<b>Optional</b>
11	809800-16347	M&R IP DEVICE SRVC 5YR	\$1,741.25	EA	<b>Optional</b>



			<b>Managed Services Subtotal</b>		<b>\$25,721.25</b>

### Optional Parts/Spares

Qty.	Part No.	Description	Unit Price	U/M	Total
		<b>ProDesk Mini Workstation Equipment</b>			
1	61000-409612	DKTP ELITE MINI 705 G5 W/O OS	\$946.25	EA	<b>\$946.25</b>
1	04000-00441	WINDOWS 10 LTSC LIC	\$105.00	EA	<b>\$105.00</b>
1	64007-50025	KEYPAD 48-KEY USB CBL 25FT	\$268.75	EA	<b>\$268.75</b>
1	853030-00302	V911 SAM HDWR KIT	\$1,858.75	EA	<b>\$1,858.75</b>
1	853004-00401	SAM EXT SPKR KIT	\$188.75	EA	<b>\$188.75</b>
1	02800-20701	HDST K 4W/MOD BLK CARBON	\$38.75	EA	<b>\$38.75</b>
1	03044-20000	HDST CORD 12FT 4W MOD BLK	\$3.75	EA	<b>\$3.75</b>
1	809800-00102	GENERIC WKST CFG FEE	\$281.25	EA	<b>\$281.25</b>
1	04000-01594	WARR NBD 600/705 G2/G3/G4/G5 5YR	\$130.00	EA	<b>\$130.00</b>
			<b>Optional Parts/Spares Subtotal</b>		<b>\$3,821.25</b>

### Extended Warranties

Qty.	Part No.	Description	Unit Price	U/M	Total
		<b>Server Extended Warranty</b>			
2	04000-01621	Note: Includes (1) VESTA 9-1-1 Servers, (1) VESTA Analytics Server.. WARR NBD DL380G10 5YR Note: Upgrade & uplift from 3 yr warranty 9x5 NBD to 5 yrs, 9x5 NBD response time.	\$3,305.00	EA	<b>\$6,610.00</b>
		<b>Workstation Extended Warranty</b>			
20	04000-01594	Note: Includes (19) Workstations, (1) Management Console, (1) Admin PC WARR NBD 600/705 G2/G3/G4/G5 5YR Note: Warranty upgrade from 3 yrs warranty 9x5 NBD to 5 yrs 9x5 NBD.	\$130.00	EA	<b>\$2,600.00</b>
1	04000-01605	WARR NBD Z240/Z2 WKST 5YR Note: Warranty upgrade from 3 yrs warranty 9x5 NBD to 5 yrs 9x5 NBD.	\$220.00	EA	<b>\$220.00</b>
			<b>Extended Warranties Subtotal</b>		<b>\$9,430.00</b>

### VESTA® Services

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Qty.	Part No.	Description	Unit Price	U/M	Total
80	809800-17007	<b>Data Migration</b> FIELD ENG-STANDARD	\$112.50	EA	<b>\$9,000.00</b>
15	809800-51009	<b>Project Management Services</b> PROJECT MGMT - SUPPORT <i>Note: Support PM is Remote only.</i>	\$1,350.00	DY	<b>\$20,250.00</b>
1	809800-00364	TRAVEL EXPENSE DAY 1 - PM	\$1,687.50	DY	<b>\$1,687.50</b>
3	809800-00365	DAILY LIVING EXPENSES - PM	\$281.25	EA	<b>\$843.75</b>
1	COLDINSTALL	<b>MSI Direct Services</b> COLD INSTALL <i>Note: Cold Install/Rack and Stack</i>	\$107,800.00	SITE	<b>\$107,800.00</b>
1	PMONSITE	PM ONSITE	\$34,650.00	SITE	<b>\$34,650.00</b>
1	ENGINEERING	ENGINEERING	\$74,011.15	SITE	<b>\$74,011.15</b>
		<i>Note: Yearly onsite maintenance to be quoted separately.</i>			
		<b>VESTA Services Subtotal</b>			<b>\$248,242.40</b>

## 5.2 MARTIN COUNTY DISASTER RECOVERY CENTER PSAP – HOST B

### VESTA® 9-1-1

Qty.	Part No.	Description	Unit Price	U/M	Total
1	870899-0104R7.6U	<b>VESTA® 9-1-1</b> V911 R7.6 DOC/MED UPG	\$0.00	EA	<b>\$0.00</b>
1	873099-03002U	V911 CAD INTF LIC UPGD	\$0.00	EA	<b>\$0.00</b>
		<b>VM Large Server Bundle</b> <i>Note: The Large Server Bundle is for PSAP's up to 80 positions with an annual call volume of 1,000,000 or less.</i>			
1	853031-DLLL-GD-2	V-DL SVR LG LOW BNDL GEO	\$18,197.50	EA	<b>\$18,197.50</b>
2	04000-68005	V-SVR BASIC SPT 1YR	\$107.50	EA	<b>\$215.00</b>
2	04000-68007	V-SVR BASIC SPT 3YR	\$321.25	EA	<b>Optional</b>
2	04000-68009	V-SVR BASIC SPT 5YR	\$535.00	EA	<b>Optional</b>
		<b>VESTA® 9-1-1 Features</b> <b>ESInet Interface Module (EIM)</b>			
10	873090-11102	V911 LIC EIM MOD <i>Note: customer reusing existing 60E EIM firewalls</i>	\$0.00	EA	<b>\$0.00</b>

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Use or disclosure of this proposal is subject to the restrictions on the cover page.





64	809800-17006	FIELD ENG-EXPRESS <i>Note: Operational Readiness Testing per agency</i>	\$82.50	EA	<b>\$5,280.00</b>
		<b>VESTA® SMS</b> <i>Note: Customer is responsible for Text Control Center (TCC) services and network charges.</i>			
1	870891-66301	VESTA 9-1-1 SMS LIC	\$0.00	EA	<b>\$0.00</b>
1	809810-00102	V911 ADV DATA LVL 1 ANNUAL SUB <i>Note: Annual Subscription - Year 1</i>	\$0.00	EA	<b>\$0.00</b>
1	809810-00102	V911 ADV DATA LVL 1 ANNUAL SUB <i>Note: Annual Subscription - Year 2</i>	\$0.00	EA	<b>Optional</b>
1	809810-00102	V911 ADV DATA LVL 1 ANNUAL SUB <i>Note: Annual Subscription - Year 3</i>	\$0.00	EA	<b>Optional</b>
1	809810-00102	V911 ADV DATA LVL 1 ANNUAL SUB <i>Note: Annual Subscription - Year 4</i>	\$0.00	EA	<b>Optional</b>
1	809810-00102	V911 ADV DATA LVL 1 ANNUAL SUB <i>Note: Annual Subscription - Year 5</i>	\$0.00	EA	<b>Optional</b>
		<b>RapidSOS</b>			
1	809810-00103	V911 ADV DATA LVL 2 STD ANNUAL SUB <i>Note: Annual Subscription - Year 1</i>	\$843.75	EA	<b>\$843.75</b>
1	809810-00103	V911 ADV DATA LVL 2 STD ANNUAL SUB <i>Note: Annual Subscription - Year 2</i>	\$843.75	EA	<b>Optional</b>
1	809810-00103	V911 ADV DATA LVL 2 STD ANNUAL SUB <i>Note: Annual Subscription - Year 3</i>	\$843.75	EA	<b>Optional</b>
1	809810-00103	V911 ADV DATA LVL 2 STD ANNUAL SUB <i>Note: Annual Subscription - Year 4</i>	\$843.75	EA	<b>Optional</b>
1	809810-00103	V911 ADV DATA LVL 2 STD ANNUAL SUB <i>Note: Annual Subscription - Year 5</i>	\$843.75	EA	<b>Optional</b>
		<b>Real-Time Control</b>			
1	870890-74001	VESTA 9-1-1 REAL TIME CTRL MOD 4-PORT ETHERNET DIGITAL I/O	\$6,187.50	EA	<b>\$6,187.50</b>
1	04000-01721	MODULE	\$303.75	EA	<b>\$303.75</b>
1	04000-01804	POE PWR INJECTOR	\$96.25	EA	<b>\$96.25</b>
		<b>VESTA® 9-1-1 CDR Module</b>			
1	873099-00602	V911 CDR SVR LIC	\$1,226.25	EA	<b>\$1,226.25</b>
10	873099-01102	V911 CDR PER SEAT LIC	\$101.25	EA	<b>\$1,012.50</b>
		<b>VESTA® 9-1-1 Activity View</b>			
10	873099-00802U	V911 ACT VIEW LIC PER ST UP	\$0.00	EA	<b>\$0.00</b>
1	873099-00702U	V911 ACTIV VIEW SYS LIC UPG	\$0.00	EA	<b>\$0.00</b>
1	809800-35120	V911 ACT VIEW SW SPT 1YR	\$745.00	EA	<b>\$745.00</b>
1	809800-35122	V911 ACT VIEW SW SPT 3YR	\$1,985.00	EA	<b>Optional</b>

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to the restrictions on the cover page.

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1	809800-35124	V911 ACT VIEW SW SPT 5YR	\$2,481.25	EA	<b>Optional</b>
1	809800-35130	V911 SW SPT TRNSFR	\$0.00	EA	<b>\$0.00</b>
<b>Administrative Workstations</b>					
1	61000-409612	DKTP ELITE MINI 705 G5 W/O OS	\$946.25	EA	<b>\$946.25</b>
1	04000-00441	WINDOWS 10 LTSC LIC	\$105.00	EA	<b>\$105.00</b>
1	809800-00102	GENERIC WKST CFG FEE	\$281.25	EA	<b>\$281.25</b>
<i>Note: Customer to provide Monitors</i>					
<b>Geo Diverse Add On License</b>					
1	BA-MGD-VSSL-M	GEO-DIV LIC MIG SYS	\$0.00	EA	<b>\$0.00</b>
<b>VESTA® 9-1-1 Advanced Enhanced Operations</b>					
10	PS-0AD-VSML-M	VADV MLTP SEAT LIC NFEE	\$0.00	EA	<b>\$0.00</b>
10	SS-0AD-VSSL-1Y	SPT VADV 1YR	\$1,488.75	EA	<b>\$14,887.50</b>
10	SS-0AD-VSSL-3Y	SPT VADV 3YR	\$3,968.75	EA	<b>Optional</b>
10	SS-0AD-VSSL-5Y	SPT VADV 5YR	\$5,788.75	EA	<b>Optional</b>
10	809800-35130	V911 SW SPT TRNSFR	\$0.00	EA	<b>\$0.00</b>
<b>VESTA® 9-1-1 IRR Module</b>					
10	873099-00502U	V911 IRR LIC UPGD	\$0.00	EA	<b>\$0.00</b>
10	809800-35110	V911 IRR SW SPT 1YR	\$211.25	EA	<b>\$2,112.50</b>
10	809800-35112	V911 IRR SW SPT 3YR	\$565.00	EA	<b>Optional</b>
10	809800-35114	V911 IRR SW SPT 5YR	\$705.00	EA	<b>Optional</b>
<b>VESTA® Workstation Equipment</b>					
10	61000-409612	DKTP ELITE MINI 705 G5 W/O OS	\$946.25	EA	<b>\$9,462.50</b>
10	04000-00441	WINDOWS 10 LTSC LIC	\$105.00	EA	<b>\$1,050.00</b>
10	64007-50025	KEYPAD 48-KEY USB CBL 25FT	\$268.75	EA	<b>\$2,687.50</b>
10	65000-00197	KIT CBL DP/USB 15FT EXT	\$23.75	EA	<b>\$237.50</b>
10	853030-00302	V911 SAM HDWR KIT	\$1,858.75	EA	<b>\$18,587.50</b>
20	833401-00101G-15	CBL SAM JKBX 15FT	\$40.00	EA	<b>\$800.00</b>
10	65000-00176	CBL USB EXT REPEAT 16FT	\$40.00	EA	<b>\$400.00</b>
10	853004-00401	SAM EXT SPKR KIT	\$188.75	EA	<b>\$1,887.50</b>
10	65000-00124	CBL PATCH 15FT	\$16.25	EA	<b>\$162.50</b>
10	02800-20501	HDST 4W MOD ELEC MIC BLK	\$41.25	EA	<b>\$412.50</b>
10	03044-20000	HDST CORD 12FT 4W MOD BLK	\$3.75	EA	<b>\$37.50</b>
<i>Note: customer providing monitors</i>					
10	809800-35109	V911 IWS CFG	\$225.00	EA	<b>\$2,250.00</b>
10	809800-35108	V911 IWS STG FEE	\$337.50	EA	<b>\$3,375.00</b>
1	870890-07501	CPR/SYSPREP MEDIA IMAGE	\$0.00	EA	<b>\$0.00</b>
<b>VESTA® 9-1-1 Admin Printer</b>					
<i>Note: Customer to provide printer.</i>					
<b>Network Equipment</b>					



		<i>Note: Firewall supports Remote and Internet Access for Managed Services, Remote position access and RapidSOS.</i>			
1	03800-03060	FIREWALL 60E	\$641.25	EA	<b>\$641.25</b>
1	03800-03061	WARR FIREWALL 60E 1YR	\$205.00	EA	<b>\$205.00</b>
1	03800-03063	WARR FIREWALL 60E 3YR	\$536.25	EA	<b>Optional</b>
1	03800-03065	WARR FIREWALL 60E 5YR	\$945.00	EA	<b>Optional</b>
1	809800-00201	VPN CFG SVCS	\$225.00	EA	<b>\$225.00</b>
2	04000-12968	SWITCH 2960-XR 24-PORT	\$3,728.75	EA	<b>\$7,457.50</b>
2	04000-12982	WARR 2960-XR 24P NBD 1YR	\$370.00	EA	<b>\$740.00</b>
2	04000-12984	WARR 2960-XR 24P NBD 3YR	\$1,110.00	EA	<b>Optional</b>
2	04000-12986	WARR 2960-XR 24P NBD 5YR	\$1,843.75	EA	<b>Optional</b>
		<b>Peripherals &amp; Gateways</b>			
2	04000-00129	MED 1000B CHASSIS BNDL	\$2,065.00	EA	<b>\$4,130.00</b>
1	870890-74901	V911 M1KB FIRMWARE	\$0.00	EA	<b>\$0.00</b>
2	04000-00186	SW SPT M1000 GATEWAY 1YR	\$337.50	EA	<b>\$675.00</b>
2	04000-00188	SW SPT M1000 GATEWAY 3YR	\$1,012.50	EA	<b>Optional</b>
2	04000-00190	SW SPT M1000 GATEWAY 5YR	\$1,687.50	EA	<b>Optional</b>
2	04000-00116	MED 1000 FXO-LS BNDL	\$388.75	EA	<b>\$777.50</b>
1	04000-00152	MED 1000 1-SPAN BNDL	\$2,595.00	EA	<b>\$2,595.00</b>
1	04000-00191	SW SPT M1000 T1 MOD 1YR	\$337.50	EA	<b>\$337.50</b>
1	04000-00193	SW SPT M1000 T1 MOD 3YR	\$1,012.50	EA	<b>Optional</b>
1	04000-00195	SW SPT M1000 T1 MOD 5YR	\$1,687.50	EA	<b>Optional</b>
		<b>ALI/CAD Output</b>			
1	04000-01751	TS-4 PORT TERMINAL SVR	\$728.75	EA	<b>\$728.75</b>
2	65000-00182	CBL RJ45-10P/DB25M 4FT	\$23.75	EA	<b>\$47.50</b>
1	04000-00159	BLKBX TL159A 8-PORT DATACAST	\$436.25	EA	<b>\$436.25</b>
8	65000-00262	KIT CBL RJ11 ADPTR DB25	\$17.50	EA	<b>\$140.00</b>
		<b>Cabinet &amp; Peripheral Equipment</b>			
1	63009-192803	MNTR RACK KYBD KVM 19IN <i>Note: Customer to reuse existing cabinet</i>	\$1,348.75	EA	<b>\$1,348.75</b>
		<b>Time Synchronization Equipment</b>			
1	04000-09485	NETCLOCK 9483 +OCXO+3PORT <i>Note: Quote assumes existing netclock cable(s), surge protector, antenna will be reused.</i>	\$7,850.00	EA	<b>\$7,850.00</b>
			<b>VESTA 9-1-1 Subtotal</b>		<b>\$122,125.00</b>

## VESTA® Analytics

Qty.	Part No.	Description	Unit Price	U/M	Total
1	873391-02001U	<b>VESTA® Analytics Hosted</b> V-ANLYT SITE LIC UPGD	\$0.00	EA	<b>\$0.00</b>

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1	809800-03361	SPT V-ANLYT ENT/HOST 1YR	\$320.00	EA	<b>\$320.00</b>
1	809800-03363	SPT V-ANLYT ENT/HOST 3YR	\$850.00	EA	<b>Optional</b>
1	809800-03365	SPT V-ANLYT ENT/HOST 5YR	\$1,063.75	EA	<b>Optional</b>
2	873391-00301U	V-ANLYT USER LIC UPGD	\$0.00	EA	<b>\$0.00</b>
10	PA-MSG-ASSL-M	V-ANLYT STD SEAT LIC MIG	\$0.00	EA	<b>\$0.00</b>
10	SA-MSG-ALSL-1Y	SPT V-ANLYT STD 1YR	\$138.75	EA	<b>\$1,387.50</b>
10	SA-MSG-ALSL-3Y	SPT V-ANLYT STD 3YR	\$368.75	EA	<b>Optional</b>
10	SA-MSG-ALSL-5Y	SPT V-ANLYT STD 5YR	\$537.50	EA	<b>Optional</b>
			<b>VESTA Analytics Subtotal</b>		<b>\$1,707.50</b>

## Managed Services

Qty.	Part No.	Description	Unit Price	U/M	Total
<b>Monitoring, PM &amp; AV Service: Servers</b>					
<i>Note: Includes (1) DDS Server.</i>					
2	04000-00398	M&R SVR AGENT LIC	\$553.75	EA	<b>\$1,107.50</b>
2	809800-16361	M&R PM AV SVR SRVC 1YR	\$1,506.25	EA	<b>\$3,012.50</b>
2	809800-16363	M&R PM AV SVR SRVC 3YR	\$4,165.00	EA	<b>Optional</b>
2	809800-16365	M&R PM AV SVR SRVC 5YR	\$6,578.75	EA	<b>Optional</b>
<b>Monitoring, PM &amp; AV Service: Workstations</b>					
<i>Note: Includes (10) Workstations, (1) Management Console, (1) Admin Workstation.</i>					
12	04000-00399	M&R WKST AGENT LIC	\$162.50	EA	<b>\$1,950.00</b>
12	809800-16377	M&R PM AV WKST SRVC 1YR	\$607.50	EA	<b>\$7,290.00</b>
12	809800-16379	M&R PM AV WKST SRVC 3YR	\$1,693.75	EA	<b>Optional</b>
12	809800-16381	M&R PM AV WKST SRVC 5YR	\$2,713.75	EA	<b>Optional</b>
<b>Monitoring, PM &amp; AV Service: IP Devices</b>					
<i>Note: Includes (1) Virtual Host/Machine, (1) MDS Server, (1) ASN Server, (2) Gateways, (1) Firewall, (2) Firewalls for EIM/SMS, (2) Cisco Switches.</i>					
10	04000-00400	M&R NETWORK/IP AGENT LIC	\$88.75	EA	<b>\$887.50</b>
10	809800-16343	M&R IP DEVICE SRVC 1YR	\$405.00	EA	<b>\$4,050.00</b>
10	809800-16345	M&R IP DEVICE SRVC 3YR	\$1,113.75	EA	<b>Optional</b>
10	809800-16347	M&R IP DEVICE SRVC 5YR	\$1,741.25	EA	<b>Optional</b>
			<b>Managed Services Subtotal</b>		<b>\$18,297.50</b>



## Optional Parts/Spares

Qty.	Part No.	Description	Unit Price	U/M	Total
		<b>ProDesk Mini Workstation Equipment</b>			
1	61000-409612	DKTP ELITE MINI 705 G5 W/O OS	\$946.25	EA	<b>\$946.25</b>
1	04000-00441	WINDOWS 10 LTSC LIC	\$105.00	EA	<b>\$105.00</b>
1	64007-50025	KEYPAD 48-KEY USB CBL 25FT	\$268.75	EA	<b>\$268.75</b>
1	853030-00302	V911 SAM HDWR KIT	\$1,858.75	EA	<b>\$1,858.75</b>
1	853004-00401	SAM EXT SPKR KIT	\$188.75	EA	<b>\$188.75</b>
1	02800-20701	HDST K 4W/MOD BLK CARBON	\$38.75	EA	<b>\$38.75</b>
1	03044-20000	HDST CORD 12FT 4W MOD BLK	\$3.75	EA	<b>\$3.75</b>
1	809800-00102	GENERIC WKST CFG FEE	\$281.25	EA	<b>\$281.25</b>
1	04000-01594	WARR NBD 600/705 G2/G3/G4/G5 5YR	\$130.00	EA	<b>\$130.00</b>
			<b>Optional Parts/Spares Subtotal</b>		<b>\$3,821.25</b>

## Extended Warranties

Qty.	Part No.	Description	Unit Price	U/M	Total
1	04000-01621	<b>Server Extended Warranty</b> <i>Note: Includes (1) VESTA 9-1-1 Server.</i> WARR NBD DL380G10 5YR <i>Note: Upgrade &amp; uplift from 3 yr warranty 9x5 NBD to 5 yrs, 9x5 NBD response time.</i>	\$3,305.00	EA	<b>\$3,305.00</b>
12	04000-01594	<b>Workstation Extended Warranty</b> <i>Note: Includes (10) Workstations, (1) Management Console, (1) Admin Workstation.</i> WARR NBD 600/705 G2/G3/G4/G5 5YR <i>Note: Warranty upgrade from 3 yrs warranty 9x5 NBD to 5 yrs 9x5 NBD.</i>	\$130.00	EA	<b>\$1,560.00</b>
			<b>Extended Warranties Subtotal</b>		<b>\$4,865.00</b>

## 5.3 MARTIN COUNTY FIRE RESCUE PSAP – REMOTE

### VESTA® 9-1-1

Qty.	Part No.	Description	Unit Price	U/M	Total
		<b>VESTA® 9-1-1 Features</b> <b>ESInet Interface Module (EIM)</b>			

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6	873090-11102	V911 LIC EIM MOD	\$0.00	EA	<b>\$0.00</b>
64	809800-17006	FIELD ENG-EXPRESS <i>Note: Operational Readiness Testing per agency</i>	\$82.50	EA	<b>\$5,280.00</b>
		<b>VESTA® SMS</b> <i>Note: Customer is responsible for Text Control Center (TCC) services and network charges.</i>			
1	809810-00102	V911 ADV DATA LVL 1 ANNUAL SUB <i>Note: Annual Subscription - Year 1</i>	\$0.00	EA	<b>\$0.00</b>
1	809810-00102	V911 ADV DATA LVL 1 ANNUAL SUB <i>Note: Annual Subscription - Year 2</i>	\$0.00	EA	<b>Optional</b>
1	809810-00102	V911 ADV DATA LVL 1 ANNUAL SUB <i>Note: Annual Subscription - Year 3</i>	\$0.00	EA	<b>Optional</b>
1	809810-00102	V911 ADV DATA LVL 1 ANNUAL SUB <i>Note: Annual Subscription - Year 4</i>	\$0.00	EA	<b>Optional</b>
1	809810-00102	V911 ADV DATA LVL 1 ANNUAL SUB <i>Note: Annual Subscription - Year 5</i>	\$0.00	EA	<b>Optional</b>
		<b>RapidSOS</b>			
1	809810-00103	V911 ADV DATA LVL 2 STD ANNUAL SUB <i>Note: Annual Subscription - Year 1</i>	\$843.75	EA	<b>\$843.75</b>
1	809810-00103	V911 ADV DATA LVL 2 STD ANNUAL SUB <i>Note: Annual Subscription - Year 2</i>	\$843.75	EA	<b>Optional</b>
1	809810-00103	V911 ADV DATA LVL 2 STD ANNUAL SUB <i>Note: Annual Subscription - Year 3</i>	\$843.75	EA	<b>Optional</b>
1	809810-00103	V911 ADV DATA LVL 2 STD ANNUAL SUB <i>Note: Annual Subscription - Year 4</i>	\$843.75	EA	<b>Optional</b>
1	809810-00103	V911 ADV DATA LVL 2 STD ANNUAL SUB <i>Note: Annual Subscription - Year 5</i>	\$843.75	EA	<b>Optional</b>
		<b>Real-Time Control</b> <i>Note: Module quoted on Hosts.</i>			
		<b>VESTA® 9-1-1 CDR Module</b>			
6	873099-01102	V911 CDR PER SEAT LIC	\$101.25	EA	<b>\$607.50</b>
		<b>VESTA® 9-1-1 Activity View</b>			
6	873099-00802U	V911 ACT VIEW LIC PER ST UP	\$0.00	EA	<b>\$0.00</b>
		<b>VESTA® 9-1-1 Advanced Enhanced Operations</b>			
6	PS-0AD-VSML-M	VADV MLTP SEAT LIC NFEE	\$0.00	EA	<b>\$0.00</b>
6	SS-0AD-VSSL-1Y	SPT VADV 1YR	\$1,488.75	EA	<b>\$8,932.50</b>
6	SS-0AD-VSSL-3Y	SPT VADV 3YR	\$3,968.75	EA	<b>Optional</b>
6	SS-0AD-VSSL-5Y	SPT VADV 5YR	\$5,788.75	EA	<b>Optional</b>

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		<b>VESTA® 9-1-1 IRR Module</b>			
6	873099-00502U	V911 IRR LIC UPGD	\$0.00	EA	<b>\$0.00</b>
6	809800-35110	V911 IRR SW SPT 1YR	\$211.25	EA	<b>\$1,267.50</b>
6	809800-35112	V911 IRR SW SPT 3YR	\$565.00	EA	<b>Optional</b>
6	809800-35114	V911 IRR SW SPT 5YR	\$705.00	EA	<b>Optional</b>
		<b>VESTA® Workstation Equipment</b>			
6	61000-409612	DKTP ELITE MINI 705 G5 W/O OS	\$946.25	EA	<b>\$5,677.50</b>
6	04000-00441	WINDOWS 10 LTSC LIC	\$105.00	EA	<b>\$630.00</b>
6	64007-50025	KEYPAD 48-KEY USB CBL 25FT	\$268.75	EA	<b>\$1,612.50</b>
6	65000-00197	KIT CBL DP/USB 15FT EXT	\$23.75	EA	<b>\$142.50</b>
6	853030-00302	V911 SAM HDWR KIT	\$1,858.75	EA	<b>\$11,152.50</b>
12	833401-00101G-15	CBL SAM JKBX 15FT	\$40.00	EA	<b>\$480.00</b>
6	65000-00176	CBL USB EXT REPEAT 16FT	\$40.00	EA	<b>\$240.00</b>
6	853004-00401	SAM EXT SPKR KIT	\$188.75	EA	<b>\$1,132.50</b>
6	65000-00124	CBL PATCH 15FT	\$16.25	EA	<b>\$97.50</b>
6	02800-20501	HDST 4W MOD ELEC MIC BLK	\$41.25	EA	<b>\$247.50</b>
6	03044-20000	HDST CORD 12FT 4W MOD BLK	\$3.75	EA	<b>\$22.50</b>
		<i>Note: customer providing monitors</i>			
6	809800-35109	V911 IWS CFG	\$225.00	EA	<b>\$1,350.00</b>
6	809800-35108	V911 IWS STG FEE	\$337.50	EA	<b>\$2,025.00</b>
1	870890-07501	CPR/SYSPREP MEDIA IMAGE	\$0.00	EA	<b>\$0.00</b>
		<b>VESTA® 9-1-1 Admin Printer</b>			
		<i>Note: Customer to provide printer.</i>			
		<b>Network Equipment</b>			
2	04000-29638-X	SWITCH 2960-X+CBL 24-PORT	\$2,033.75	EA	<b>\$4,067.50</b>
2	04000-29676	WARR 2960-X 24P NBD 1YR	\$192.50	EA	<b>\$385.00</b>
2	04000-29678	WARR 2960-X 24P NBD 3YR	\$577.50	EA	<b>Optional</b>
2	04000-29680	WARR 2960-X 24P NBD 5YR	\$963.75	EA	<b>Optional</b>
		<b>Cabinet &amp; Peripheral Equipment</b>			
		<i>Note: customer to reuse existing backroom cabinet</i>			
			<b>VESTA 9-1-1 Subtotal</b>		<b>\$46,193.75</b>

## VESTA® Analytics

Qty.	Part No.	Description	Unit Price	U/M	Total
		<b>VESTA® Analytics Hosted</b>			
1	873391-02001U	V-ANLYT SITE LIC UPGD	\$0.00	EA	<b>\$0.00</b>
1	809800-03361	SPT V-ANLYT ENT/HOST 1YR	\$320.00	EA	<b>\$320.00</b>
1	809800-03363	SPT V-ANLYT ENT/HOST 3YR	\$850.00	EA	<b>Optional</b>
1	809800-03365	SPT V-ANLYT ENT/HOST 5YR	\$1,063.75	EA	<b>Optional</b>
1	873391-00301U	V-ANLYT USER LIC UPGD	\$0.00	EA	<b>\$0.00</b>

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VESTA 9-1-1





6	PA-MSG-ASSL-M	V-ANLYT STD SEAT LIC MIG	\$0.00	EA	<b>\$0.00</b>
6	SA-MSG-ALSL-1Y	SPT V-ANLYT STD 1YR	\$138.75	EA	<b>\$832.50</b>
6	SA-MSG-ALSL-3Y	SPT V-ANLYT STD 3YR	\$368.75	EA	<b>Optional</b>
6	SA-MSG-ALSL-5Y	SPT V-ANLYT STD 5YR	\$537.50	EA	<b>Optional</b>
			<b>VESTA Analytics Subtotal</b>		<b>\$1,152.50</b>

## Managed Services

Qty.	Part No.	Description	Unit Price	U/M	Total
<b>Monitoring, PM &amp; AV Service: Workstations</b>					
<i>Note: Includes (6) Workstations.</i>					
6	04000-00399	M&R WKST AGENT LIC	\$162.50	EA	<b>\$975.00</b>
6	809800-16377	M&R PM AV WKST SRVC 1YR	\$607.50	EA	<b>\$3,645.00</b>
6	809800-16379	M&R PM AV WKST SRVC 3YR	\$1,693.75	EA	<b>Optional</b>
6	809800-16381	M&R PM AV WKST SRVC 5YR	\$2,713.75	EA	<b>Optional</b>
<b>Monitoring, PM &amp; AV Service: IP Devices</b>					
<i>Note: Includes (2) Gateways, (2) Cisco Switches.</i>					
4	04000-00400	M&R NETWORK/IP AGENT LIC	\$88.75	EA	<b>\$355.00</b>
4	809800-16343	M&R IP DEVICE SRVC 1YR	\$405.00	EA	<b>\$1,620.00</b>
4	809800-16345	M&R IP DEVICE SRVC 3YR	\$1,113.75	EA	<b>Optional</b>
4	809800-16347	M&R IP DEVICE SRVC 5YR	\$1,741.25	EA	<b>Optional</b>
			<b>Managed Services Subtotal</b>		<b>\$6,595.00</b>

## Extended Warranties

Qty.	Part No.	Description	Unit Price	U/M	Total
<b>Workstation Extended Warranty</b>					
<i>Note: Includes (6) Workstations.</i>					
6	04000-01594	WARR NBD 600/705 G2/G3/G4/G5 5YR	\$130.00	EA	<b>\$780.00</b>
<i>Note: Warranty upgrade from 3 yrs warranty 9x5 NBD to 5 yrs 9x5 NBD.</i>					
			<b>Extended Warranties Subtotal</b>		<b>\$780.00</b>

## VESTA® Services

Qty.	Part No.	Description	Unit Price	U/M	Total
<i>Note: Field services quoted on Side A</i>					



			<b>VESTA Services Subtotal</b>		<b>\$0.00</b>
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SECTION 6

# FIRM PRICING SUMMARY

Summary by Expense Category/Component - 1 YEAR		
<b><u>Hardware Refresh</u></b>		
Hardware/Software	\$	303,858.90
Implementation, Project Management	\$	275,962.40
Software Support / Managed Services	\$	114,712.50
24x7 Onsite Maintenance	\$	-
Extended Warranties	\$	15,335.00
<b>Total</b>	<b>\$</b>	<b>709,868.80</b>

## PAYMENT

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda. Payment for the System purchase will be in accordance with the following milestones.

### VESTA System Purchase

1. 40% of the Contract Price due upon shipment of equipment from Staging);
2. 25% of the Contract Price due upon installation of equipment (Hardware/Software);
3. 20% of the Contract Price due upon Cutover/Beneficial Use; and
4. 15% of the Contract Price due upon Final Acceptance.

Motorola shall make partial shipments of equipment and will request payment upon shipment of such equipment. In addition, Motorola shall invoice for installations completed on a site-by-site basis or when professional services are completed, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall system package. For invoicing purposes only, discounts will be applied proportionately to the FNE and Subscriber equipment values to total contract price. Overdue invoices will bear simple interest at the maximum allowable rate by state law.

**For Post-Warranty Maintenance and Managed Cybersecurity Services (if applicable):**  
**Motorola will invoice Customer annually in advance of each year of the plan.**



SECTION 7

# CONTRACTUAL DOCUMENTATION

**THE TERMS AND CONDITIONS OF THE MASTER PURCHASE AGREEMENT BY  
AND BETWEEN MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS AND VESTA  
SOLUTIONS, INC. DATED DECEMBER 18, 2015 SHALL APPLY.**

