



LAKE COUNTY
FLORIDA

REQUEST FOR PROPOSAL (RFP)

LAKE COUNTY NG911 UPGRADE

RFP Number: 09-0608 Contracting Officer: John Wight, CPPB
RFP Opening Date: March 25, 2009 Pre-Proposal Date: March 11, 2009
RFP Opening Time: 3:00 PM (EST) Issue Date: February 23, 2009

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At the date and time specified above, all proposals that have been received in a timely manner will be opened, recorded, and accepted for consideration. The names of the vendors submitting proposals will be read aloud and recorded. The proposals will be available for inspection during normal business hours in the Office of Procurement Services within ten (10) working days after the opening date. When countersigned by an authorized County representative, this document and any specifically identified attachments may form the formal contract document binding the parties to all performance specified herein.

Vendors shall complete and return the entirety of this RFP, and attach all other information requested in this RFP (see Provision 1.13). Failure to sign the proposal response, or to submit the proposal response by the specified time and date, may be cause for rejection of the proposal.

NO-RESPONSE REPLY

If any vendor does not want to respond to this solicitation at this time, or, would like to be removed from Lake County's Vendor List, please mark the appropriate space, complete name below and return this page only.

- Not interested at this time; keep our firm on Lake County's Vendors List for future solicitations for this product / service
- Please remove our firm from Lake County's Vendor's List for this product / service.

VENDOR IDENTIFICATION

Company Name: _____ Phone Number: _____
E-mail Address: _____ Contact Person: _____

Section 1.1: Purpose

The purpose of this solicitation is to establish a contract for the vendor to provide all hardware, engineering, software, training, material, maintenance and labor necessary to install and maintain the networked E9-1-1 IP equipment and services in conjunction with the County's needs.

Section 1.2: Designated Procurement Representative

Questions concerning any portion of this solicitation shall be directed in writing [fax and e-mail accepted] to the below named individual who shall be the official point of contact for this solicitation. Questions should be submitted no later than five (5) working days before the opening date.

John Wight, CPPB, Senior Contracting Officer
Lake County BCC
Office of Procurement Services
315 W. Main Street, Room 416
PO BOX 7800
Tavares, FL 32778-7800

Phone : 352.343.9839
Fax : 352.343.9473
E-mail: jwight@lakecountyfl.gov

No answers given in response to questions submitted shall be binding upon this solicitation unless released in writing as an addendum to the solicitation by the Lake County Office of Procurement Services.

Section 1.3: Method of Award - Pass/Fail Proposal Evaluation and Award

Award will be made to the vendor which submits the lowest priced technically acceptable proposal. Vendors shall submit their offers in two (2) parts simultaneously. These two parts will consist of the **Technical Proposal** and a **Price Proposal**. The two parts (**Technical Proposal** and the **Price Proposal**) are to be submitted concurrently in separate envelopes, each plainly labeled with the solicitation number and the vendor's name and address.

- 1) The **Technical Proposal** submitted by a vendor in response to this solicitation will be submitted in an envelope or package clearly labeled **Technical Proposal**. The **Technical Proposal** will contain all documents specified in section 2.13 of this solicitation for inclusion in the technical proposal, and any additional technical material the vendor is required and/or desires to submit as part of their technical proposal. The technical proposal shall not include any pricing information.
- 2) The **Price Proposal** submitted by a vendor in response to this solicitation will be submitted in an envelope or package clearly labeled **Price Proposal**. The Price Proposal will

contain all documents specified in section 2.13 of this solicitation for inclusion in the price proposal.

Separately enclosed technical and pricing proposals are to be delivered concurrently by the time and date specified in this solicitation. Technical proposals will be submitted to the appropriate County department for review and evaluation. Each technical proposal will be graded as “Acceptable”, “Potentially Acceptable”, or “Not Acceptable”. Additional technical clarification will be requested for all technical proposals graded as “Potentially Acceptable”. That additional information will be forwarded to the evaluating County department, and a final grading of technical proposals as either “Acceptable” or “Not Acceptable” will be made. Award will be made to the lowest priced vendor that submitted an acceptable technical proposal. The County reserves the right to conduct technical negotiations if required to determine the acceptability of a technical proposal, to request best and final offers either prior or subsequent to the opening of the initial price proposals, and to reject any offer wherein the price is determined to be unrealistic or unreasonable.

Section 1.4: Pre-Proposal Conference (Recommended)

A pre-proposal conference will be held on Wednesday, March 11, 2009 at 1:00PM (EST) in the Procurement Services conference room No. 416, 315 W. Main St., Tavares, FL 32778 to discuss the special conditions and specifications included within this solicitation.

Vendors are requested to bring this solicitation document to the conference, as additional copies may not be available.

Section 1.5: Term of Contract

Per time-frame stated in Section 1.10.1

Section 1.6: Option to Renew for Additional Year(s)

Not applicable to this solicitation

Section 1.7: Method of Payment – Periodic Payments for Tasks Completed

The County shall provide periodic payments for tasks completed by the vendor. In order for the County to provide payment, the vendor shall submit a fully documented invoice that provides the basic information set forth below. The invoice shall be submitted to the County department within thirty (30) calendar days after the service has been rendered. It shall be understood that such invoices shall not be submitted for payment until such time as the service and deliverable for the task has been completed and a County representative has reviewed and approved the service and deliverable.

All invoices shall contain the contract and/or purchase order number, date and location of delivery or service, and confirmation of acceptance of the goods or services by the appropriate County representative. Failure to submit invoices in the proscribed manner will delay payment,

and the vendor may be considered in default of contract and its contract may be terminated. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

Section 1.8: Insurance

Each vendor shall include in its solicitation response package proof of insurance capabilities, including but not limited to, the following requirements: [This does not mean that the vendor must have the coverage prior to submittal, but, that the coverage must be in effect prior to a purchase order or contract being executed by the County.]

An original certificate of insurance, indicating that the awarded vendor has coverage in accordance with the requirements of this section, shall be furnished by the vendor to the Contracting Officer within five (5) working days of such request and must be received and accepted by the County prior to contract execution and/or before any work begins.

The vendor shall provide and maintain at all times during the term of any contract, without cost or expense to the County, policies of insurance, **with a company or companies authorized to do business in the State of Florida, and which are acceptable to the County**, insuring the vendor against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the vendor under the terms and provisions of the contract. The vendor is responsible for timely provision of certificate(s) of insurance to the County at the certificate holder address evidencing conformance with the contract requirements at all times throughout the term of the contract.

Such policies of insurance, and confirming certificates of insurance, shall insure the vendor is in accordance with the following minimum limits:

General Liability insurance on forms no more restrictive than the latest edition of the **Occurrence Form** Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$1,000,000
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Workers' compensation insurance based on proper reporting of classification codes and payroll

amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers compensation insurance, the vendor must provide a notarized statement that if he or she is injured, he or she will not hold the County responsible for any payment or compensation.

Employers Liability insurance with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employee	\$1,000,000
Disease-Policy Limit	\$1,000,000

Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance as applicable, with minimum limits of \$500,000 and annual aggregate of \$1,000,000.

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on **all applicable liability insurance policies**.

The certificate(s) of insurance, shall provide for a minimum of **sixty (60)** days prior written notice to the County of any **change, cancellation, or nonrenewal** of the provided insurance. It is the vendor's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

Certificate(s) of insurance shall identify the applicable solicitation (ITB/RFP/RFQ) number in the Description of Operations section of the Certificate.

Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF
FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

Certificates of insurance shall evidence a waiver of subrogation in favor of the County, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the County.

The Vendor shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the prime vendor evidencing coverage and terms in accordance with the Vendor's requirements.

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, the insurer shall reduce or eliminate such self-insured retentions, **or the vendor or subcontractor** shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The County shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible **or self-insured retention** in any insurance policy. The payment of such deductible **or self-insured retention** shall be the sole responsibility of the vendor and/or sub contractor providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Neither approval by the County of any insurance supplied by the vendor **or Subcontractor(s)**, nor a failure to disapprove that insurance, shall relieve the vendor **or Subcontractor(s)** of full responsibility **for** liability, damages, and accidents as set forth herein.

Section 1.9: Bonding Requirements

The vendor shall submit evidence of bonding capacity with the initial response.

Section 1.10: Shipping Terms, F.O.B. Destination- Inside Delivery

The F.O.B. point for any product ordered as a result of this solicitation shall be **F.O.B.: DESTINATION – INSIDE DELIVERY**. The title for each item will pass from the contractor to the County only after the County receives AND accepts each item. Delivery will not be complete until the County has accepted each item. Delivery to a common carrier shall not constitute delivery to the County. Any transportation dispute shall be between the contractor and the carrier. The County will not consider any bid or proposal showing a F.O.B. point other than F.O.B.: Destination – Inside Delivery.

Section 1.10.1: Completion of Work from Date of Notice to Proceed

The vendor shall state in its offer the number of calendar days from the date of the Notice To Proceed in which it will guarantee to complete the work, repair, and/or service. Time for completion may be considered a factor in determining the vendor to whom award will be made, if so stipulated in provision 1.3 entitled “Method of Award”. The completion date shall not exceed one hundred eighty (180) calendar days after the effective date of the Notice to Proceed.

All work shall be performed in accordance with good commercial practice. The work schedule and completion dates shall be adhered to by the vendor(s); except in such cases where the completion date will be delayed due to acts of God, strikes, or other causes beyond the control of the vendor. In these cases, the vendor shall notify the County of the delays in advance of the original completion date so that a revised delivery schedule can be appropriately considered by the County.

Should the vendor(s) to whom the contract(s) is awarded fail to complete the work within the number of days as stated in its offer, or the “not-to-exceed” timeframe cited above, it is hereby agreed and understood that the County reserves the authority to cancel the contract with the vendor and to secure the services of another vendor to complete the work. If the County

exercises this authority, the County shall be responsible for reimbursing the vendor for work which was completed and found acceptable to the County in accordance with the contract specifications. The County may, at its option, demand payment from the vendor, through an invoice or credit memo, for any additional costs over and beyond the original contract price which were incurred by the County as a result of having to secure the services of another vendor. If the incumbent vendor fails to honor this invoice or credit memo, the County may terminate the contract for default.

Section 1.11: Acceptance of Product by the County

The product(s) to be provided hereunder shall be delivered to the County, and maintained if applicable to the contract, in full compliance with the specifications and requirements set forth in this contract. If a vendor-provided product is determined to not meet the specifications and requirements of this contract, either prior to acceptance or upon initial inspection, the item will be returned, at vendor expense, to the vendor. At the County's own option, the vendor shall either provide a direct replacement for the item, or provide a full credit for the returned item. The vendor shall not assess any additional charge(s) for any conforming action taken by the County under this clause.

Section 1.11.1: Deficiencies in Work to be Corrected by the Vendor

The vendor shall promptly correct all apparent and latent deficiencies and/or defects in work, and/or any work that fails to conform to the contract documents regardless of project completion status. All corrections shall be made within thirty (30) calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the vendor by the County's project administrator, who may confirm all such verbal reports in writing. The vendor shall bear all costs of correcting such rejected work. If the vendor fails to correct the work within the period specified, the County may, at its discretion, notify the vendor, in writing, that the vendor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within thirty (30) calendar days of receipt of the notice. If the vendor fails to correct the work within the period specified in the notice, the County shall place the vendor in default, obtain the services of another vendor to correct the deficiencies, and charge the incumbent vendor for these costs; either through a deduction from the final payment owed to the vendor or through invoicing. If the vendor fails to honor this invoice or credit memo, the County may terminate the contract for default.

Section 1.12: Warranty

See Section 2, Statement of Work, item 2

Section 1.13.1: Delivery of Solicitation Response

Unless a package is delivered by the vendor in person, all incoming mail from the U.S. Postal Service and any package delivered by a third party delivery organization (Fed-X, UPS, DHL, private courier, etc) will be opened for security and contamination inspection by the Lake County Clerk of the Circuit Court Mail Receiving Center in an off-site secure controlled facility

prior to delivery to any Lake County Government facility, which includes the Lake County Office of Procurement Services.

To be considered for award, a bid or proposal must be received and accepted in the Procurement Services Office prior to the date and time established within the solicitation. Allow sufficient time for transportation and inspection.

Each package shall be clearly marked with the applicable solicitation number, title, and company name. Ensure that your bid or proposal is securely sealed in an opaque envelope/ package to provide confidentiality of the bid or proposal prior to the solicitation closing.

If you plan on submitting your bid or proposal **IN PERSON**, please bring it to:

LAKE COUNTY PROCUREMENT SERVICES
315 W. MAIN STREET
4TH FLOOR, ROOM 416
TAVARES, FLORIDA

If you submit your bid or proposal by the **UNITED STATES POSTAL SERVICE, (USPS)** please mail it to:

LAKE COUNTY PROCUREMENT SERVICES
PO BOX 7800
TAVARES, FL 32778-7800

If you submit your bid or proposal by a **THIRD PARTY CARRIER** such as Fed-X, UPS, or a private courier, please send it to:

LAKE COUNTY PROCUREMENT SERVICES
MAIL RECEIVING CENTER
418 W. ALFRED STREET
TAVARES, FL 32778

Facsimile (fax) or electronic submissions (e-mail) will not be accepted.

Section 1.13.2: Completion Requirements for Request For Proposal (RFP) Evaluated on a Qualitative Basis

The original proposal and **five (5)** complete copies of the proposal submitted by the vendor shall be sealed and delivered to the Office of Procurement Services no later than the official closing date and time. Any proposal received after this time will not be considered and will be returned unopened to the submitter. The County is not liable or responsible for any costs incurred by any vendor in responding to this RFP including, without limitation, costs for product and/or service demonstrations if requested. When you submit your proposal, you are making a binding offer to the County.

The vendor's proposal will consist of two separately bound sections. The first section will be the vendor's Technical Proposal. The second section will be the vendor's price proposal. Each proposal section will be prepared in accordance with the following information and directions.

A. Economy of Presentation

Each proposal shall be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the conditions and requirements of this RFP. Fancy bindings, colored displays, and promotional material are not desired. Emphasis in each proposal must be on completeness and clarity of content. The County emphasizes that the proposer concentrate on accuracy, completeness, and clarity of content.

B. Proposal Guidelines

To facilitate analysis of its proposal, the proposer shall prepare its proposal in accordance with the instructions outlined in this section. If the proposal deviates from these instructions, such proposal may, in the County's sole discretion, be rejected.

Page Size and Format - Page size shall be 8.5 x 11 inches, not including foldouts. Pages shall be single-spaced. The text size shall be 11 point or larger. Use at least one (1) inch margins on the top and bottom and three-quarter (3/4) inch side margins. Pages shall be numbered sequentially by section.

Legible tables, charts, graphs and figures shall be used wherever practical to depict organizations, systems and layouts, implementation schedules, plans, etc. These displays shall be uncomplicated, legible and shall not exceed eleven (11) by seventeen (17) inches in size. Foldout pages shall fold entirely within the section, and may only be used for large tables, charts, graphs, diagrams, and schematics.

Binding and Labeling - All Sections of the proposal should be identified by section tabs, A cover sheet should be bound in each separate proposal copy, clearly marked as to RFP title, solicitation number, copy number, and the Proposer's name.

C. Technical Proposal Sections:

Proposals shall be organized into the following major sections.

Tab 1 - Proposer Profile & Required Information

- A. Statement of Interest & Understanding of Project
- B. Firm Profile / Firm History
- C. Program Manager: List the name, business address, telephone number and e-mail

address of the individual that will act as the program manager for the project. Provide a resume of the individual's background and skills in managing similar projects. List the following information:

- Years of experience within the area of specialty.
- Length of and type of service with firm.
- Education and formal training, including certifications.

D. Any required licenses or permits.

Tab 2 - Proposed Solution Description(s)

- A. Multiple alternate solution proposals may be submitted by the same proposer. For each different proposed solution, include the following minimum information. Each different solution shall be tabbed numerically (Solution #1, Solution #2, etc) and shall be complete.
- B. Exceptions - any exceptions that the proposer may have concerning any item(s) set forth in the RFP document or associated addendums.

Tab 3 - Proof of Insurability

Provide either a completed Accord form or a signed letter from your insurance agency on its letterhead stating that you have or can get the required insurance coverage.

Tab 4 - References

Provide at least three (3) recent references where the proposed product /service has been used within the past 3 years. Please use the form attached.

Tab 5 - Litigation

Provide information on the nature, magnitude, and outcome of all litigation and proceedings for the previous three (3) years where you or your organization has been involved in any matter related to you or your organization's professional activities.

Tab 6 - Subcontractors / Joint Ventures

Provide a list of any proposed sub-contractors or joint venture arrangements that may be used on the project. Provide the same information required in the Pricing Proposal Tab 3 for each sub-contractor or joint venture participant.

Tab 7 - Other Information

Provide any information that will provide insight to the County about the qualifications, fitness and abilities of the proposer. This information should be succinct.

D. Price Proposal Section:

The Proposer shall organize its proposal into the following major sections.

Tab 1 - Completed solicitation

Include a copy of a fully completed and signed RFP to include all pricing inputs described in Section 4 of this solicitation.

Tab 2 - Completed Pricing Back-up Section

- Provide supporting documentation for the prices proposed sufficient to evaluate and determine price realism.
- Provide evidence of bonding capacity with the initial response.

Tab 3 - Financial Stability

Each proposer shall be prepared to supply a financial statement upon request, preferably a certified audit, but a third party prepared financial statement and the latest D & B report will be accepted.

Tab 4 - Other Information

Provide any information that will provide insight to the County about the financial qualifications, fitness and stability of the proposer. This information should be succinct.

Section 1.14: Accident Prevention and Barricades

Precautions shall be exercised at all times for the protection of persons and property. All vendors performing services under this contract shall conform to all relevant OSHA, State and County regulations during the course of such effort. Any fines levied by the above mentioned authorities for failure to comply with these requirements shall be borne solely by the responsible vendor. Barricades shall be provided by the vendor when work is performed in areas traversed by persons, or when deemed necessary by the County Project Manager.

Section 1.15: Additional Quantity of Items or Units (One Time Purchase)

Not applicable to this solicitation

Section 1.16: Additional Facilities may be Added

Although this solicitation and resultant contract identifies specific facilities to be serviced, it is hereby agreed and understood that any County department or agency facility may be added to this contract at the option of the County. When required by the pricing structure of the contract,

vendor(s) under this contract shall be invited to submit price quotes for these additional facilities. If these quotes are determined to be fair and reasonable, then the additional work will be awarded to the current contract vendor(s) that offers the lowest acceptable pricing. The additional site(s) shall be added to this contract by formal modification.

The County may determine to obtain price quotes for the additional facilities from other vendors in the event that fair and reasonable pricing is not obtained from the current contract vendors, or for other reasons at the County's discretion.

Section 1.17: Administrative Reports

See "Scope of Work", item 15.

Section 1.18: Business Hours of Operations

No work shall be done on Saturday, Sunday, County holiday, or on any days between the hours of 5:00 P.M. and 8:00 A.M. except when such work is necessary for the proper care and protection of the work already performed, and when permission to do such work is secured from the County Department representative. No overtime work shall be started without prior approval of the immediate project manager or his/her designated representative.

Section 1.19: Certificate of Competency/Licensure

Any person, firm, corporation or joint venture which submits an offer in response to a County solicitation shall, at the time of such offer, hold a valid Certificate of Competency or appropriate current license issued by the State or County Examining Board qualifying said person, firm, corporation or joint venture to perform the work proposed. If work for other trades is required in conjunction with this solicitation and will be performed by a subcontractor(s), an applicable Certificate of Competency issued to the subcontractor(s) shall be submitted with the prime vendor's offer; provided, however, that the County may at its option and in its best interest allow the vendor to supply the subcontractor(s) certificate to the County during the offer evaluation period.

Section 1.20: Certificate of Product Conformance

Any person, firm, corporation or joint venture which is submitting an offer under this solicitation shall hold a valid Certificate of Conformance certifying that the product(s) offered by the vendor in conjunction with this solicitation have been duly approved by the State or County agency, and have been placed on their respective Approved Products List. If any or all work required in conjunction with the contract resultant from this solicitation will be performed by a subcontractor(s) an applicable Certificate of Conformance issued to the subcontractor(s) shall be submitted with the prime vendor's offer; provided, however, the County may at its sole option and in its best interests, allow the vendor to supply the subcontractor(s) certificate to the County during the offer evaluation period.

Section 1.21: Clean-Up

All unusable materials and debris shall be removed from the premises at the end of each workday, and disposed of in an appropriate manner. Upon final completion, the vendor shall thoroughly clean up all areas where work has been involved as mutually agreed with the associated user department's project manager.

Section 1.22: Competency of Vendors and Associated Subcontractors

The County may elect to conduct a pre-award inspection of the vendor's facility during the offer evaluation process. Offers will be considered only from firms which are regularly engaged in the business of providing or distributing the goods and/or performing the services as described in the solicitation, and who can produce evidence that they have a consistent satisfactory record of performance. Vendors must demonstrate that they have sufficient financial support and organization to ensure that they can satisfactorily execute the contract if awarded under the terms and conditions herein stated. In the event that the vendor intends to sub-contract any part of its work to another vendor, or will obtain the goods specifically offered under this contract from another source of supply; the vendor may be required to verify the competency of its sub-contractor or supplier. The County reserves the right, before awarding the contract, to require a vendor to submit such evidence of its qualifications and the qualifications of its sub-contractor as it may deem necessary. The County may consider any evidence available to it of the financial, technical and other qualifications and abilities of any vendor responding hereunder, including past performance with the County, in determining vendor responsibility for the purposes of selecting a vendor for contract award.

Section 1.23: Compliance with Federal Standards

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

Section 1.24: Conflicts Between the Drawings and Specifications

In the event of any conflict between the drawings and specifications contained within this contract, the following guidance shall govern:

A. Addenda shall supersede all other Contract Documents to the extent specified with the Addenda. Subsequent addenda shall supersede prior addenda only to the extent specified.

B. Drawing(s) and specifications are intended to agree and be mutually complete. Any item not contained within the drawing(s), but contained in the specifications, or vice-versa, shall be provided and/or executed as shown in either the drawing(s) or specifications at no extra cost to the County. Should anything not included in either the drawing(s) and the specifications be necessary for the proper construction and/or operation of the work herein specified, or should any error or disagreement between the specifications and drawing(s) exist or appear to exist, the

vendor shall not derive unjust benefit thereby, or use such disagreement counter to the best interests of the County. If the discrepancy is noted before initial submission of offers, or before contract award, the vendor shall immediately advise the designated procurement agent of the perceived discrepancy. If the discrepancy is noted after award, the vendor shall immediately advise the cognizant user department project manager, and await that individual's resultant direction, before proceeding with the work in question.

Section 1.25: Furnish and Install Requirements

The specifications and/or statement of work contained within this solicitation describe the various functions and classes of work required as necessary for the completion of the project. Any omissions of inherent technical functions or classes of work within the specifications and/or statement of work shall not relieve the bidder from furnishing, installing or performing such work where required for the satisfactory completion of the project. The vendor shall also be required to provide adequate general user training to County personnel on the appropriate use of the materials or products as and if necessary.

Section 1.26: Grant Funding

Not applicable to this solicitation.

Section 1.27: Key Contractor Personnel

In submitting a proposal, the Proposer is representing that each person listed or referenced in the proposal shall be available to perform the services described for the Lake County Board of County Commissioners, barring illness, accident, or other unforeseeable events of a similar nature in which case the Proposer must be able to promptly provide a qualified replacement. In the event the Proposer wishes to substitute personnel, the Proposer shall propose a person with equal or higher qualifications and each replacement person is subject to prior written County approval. In the event the requested substitute person is not satisfactory to the County and the matter cannot be resolved to the satisfaction of the County, the County reserves the right to cancel the contract for cause.

Section 1.28: Labor, Materials, and Equipment Shall be Supplied by the Vendor

Unless otherwise stated in this solicitation the vendor shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the County's Project Manager.

Section 1.29: Licenses, Permits and Fees

The vendor shall obtain and pay for all licenses, permits and inspection fees required for this project; and shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated herein. Damages, penalties and or fines imposed on the

County or the vendor for failure to obtain required licenses, permits or inspections, shall be borne by the vendor.

Section 1.30: Minimum Wages

Under this contract, the wage rate paid to all laborers, mechanics and apprentices employed by the vendor for the work under the contract, shall not be less than the prevailing wage rates for similar classifications of work as established by the Federal Government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage requirements in Article X, Section 24 (f) of the Florida Constitution and enforced by the Florida Legislature by statute or the State Agency for Workforce Innovation by rule, whichever is higher.

Section 1.31: Omission from the Specifications

The apparent silence of this specification and any addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.

Section 1.32: Patents and Royalties

A. The Contractor, without exception, shall indemnify and hold harmless the County, its employees and officers from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or un-patented invention, process or article provided by the Contractor. The Contractor has no liability when such claim is solely and exclusively due to the combination, operation, or use of any article supplied hereunder with equipment or data not supplied by the Contractor or is based solely and exclusively upon the County's alteration of the article. The County will provide prompt written notification of a claim of copyright or patent infringement.

B. Further, if such a claim is made or is pending, the Contractor may, at its options and expenses, procure for the County the right to continue use of, replace or modify the article to render it non-infringing. (If none of the alternatives are reasonably available, the County agrees to return the article on request to the contractor and receive full reimbursement of all monies paid to the Contractor). If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid proposal price(s) include all royalties and/or costs arising from the use of such design, device or materials in any way involved in the work.

C. The Contractor will defend, at its own expense, any action brought against the County to the extent that it is based on a claim that the article supplied by the Contractor under the contract infringes a patent, industrial design, or any other similar right, and the Contractor will pay any costs and damages finally awarded against the County in any such action, where they are attributable to any such claim, but such defense and payments are conditional on the following:

- the Contractor will be notified promptly in writing by the County of any notice of such claim received by the County, and
- the Contractor will have the sole control of the defense of any action or such claims, and all negotiations for its settlement or compromise.

Section 1.33: Presentations/ Post-Closing Discussions

A. The County, at its sole discretion, may ask any proposer to make an oral presentation and/or product / service demonstration without charge to the County. The County reserves the right to require any proposer to demonstrate to the satisfaction of the County that the proposer has the fiscal and technical ability to furnish the service(s) or product(s) as proposed. The demonstration must satisfy the County, and the County shall be the sole judge of compliance.

B. The County may commence contract negotiations in accordance with the Method of Award provision specified elsewhere within this RFP. The County reserves the right to conduct post-closing discussions with any proposer(s) which have a realistic possibility of contract award to include any request for additional information, and any request for "best and final" offers.

C. Proposers are cautioned not to assume that they will be asked to make a presentation or asked for a "best and final" offer and should include all pertinent and required information in their original proposal package.

Section 1.34: Protection of Property

All existing structures, utilities, services, roads, trees, shrubbery, and property in which the County has an interest shall be protected against damage or interrupted services at all times by the vendor during the term of this contract; and the vendor shall be held responsible for repairing or replacing property to the satisfaction of the County which is damaged by reason of the vendor's operation on the property. In the event the vendor fails to comply with these requirements, the County reserves the right to secure the required services and charge the costs of such services back to the vendor.

Section 1.35: Risk of Loss

The vendor assumes the risk of loss of damage to the County's property during possession of such property by the vendor, and until delivery to, and acceptance of, that property to the County. The vendor shall immediately repair, replace or make good on the loss or damage without cost to the County, whether the loss or damage results from acts or omissions (negligent or not) of the vendor or a third party.

The vendor shall indemnify and save the County harmless from any and all claims, liability, losses and causes of action which may arise out of the fulfillment of this contract. The vendor shall pay all claims and losses of any nature whatever in connection therewith, and shall defend all suits, in the name of the County when applicable, and shall pay all costs and judgments which may issue thereon.

SCOPE OF SERVICES

Networked 9-1-1 IP Customer Premise Equipment and Services

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Scope of Work

1. General Requirements

- 1.1. The vendor shall provide all hardware, engineering, software, training, material, maintenance and labor necessary to install and maintain the IP E9-1-1 system specified in this FRP. The new CPE must encompass inclusion of all pre-existing connectivity. The system will be a distributed system using no more than two (2) ANI/ALI Controllers at separated (Central Office separation) locations.
- 1.2. Only new equipment of the latest design in current production will be considered, and in no case will used, reconditioned or obsolete parts, including software and firmware, be considered. The proposal shall include all software upgrades for seven (7) years. Only products that meet current NENA and FCC standards will be considered.
- 1.3. All products provided under these agreements will be new and unused, unless otherwise stated. Factory seconds or remanufactured products will not be accepted unless specifically requested by the purchasing agency. All products provided by the vendor must meet all federal, state and local standards for quality and safety requirements. Products not meeting these standards will be deemed unacceptable and returned to the vendor for credit at no charge to the County or PSAP.
- 1.4. The County networked equipment must be scalable (expandable) as the additional PSAPs migrate to the IP networked solution. The backbone of the system must be capable of an expansion of no less than 50% over the next 5 years.

2. Equipment Warranty

The manufacturer shall include with their proposal a written warranty for each piece of equipment and each service to be furnished. Warranties are to be based on commercial use. A minimum of two (2) year commercial use warranty is required. The warranty documentation shall clearly identify and define any warranty exclusions.

The vendor shall identify an inventory of critical spare parts and a location within Lake County where the parts would be stored. This location must be accessible to vendor and county technicians 7 days per week; 24 hours per day, three hundred sixty-five days per year including holidays. This shall be an on-going requirement contiguous with the Maintenance Agreement that shall extend for the lifetime of the equipment contract, five (5) years.

3. Service Life

All hardware shall have a minimum of five (5) years total service life beginning on the date of final acceptance and may be extended on a year-by-year basis for additional use. If a contract is executed subsequent to award, the vendor shall require full and complete obligation under the contract to be transferred with any change of the maintenance agreement

to a separate party. (In the event that the county decides to change maintenance to another party)

4. **Replacement Parts**

Replacement parts for the equipment proposed, including computer operating system(s), and trained maintenance support staff, shall be available for a minimum period of five (5) years after final acceptance of the system, regardless of whether the County chooses to participate in a paid maintenance or service program. The costs of parts for county partners in the 911 system shall be the same as the county's cost.

5. **Support Documentation**

The awarded vendor must provide copies of their equipment catalog(s) to all agencies, departments, individuals, facilities, and/or political subdivisions who request it. The awarded vendor shall provide one copy each of the repair manual and the parts catalog with each equipment order.

6. **Project Manager**

The vendor shall name a Project Manager who will be responsible for all aspects of the project. This person shall coordinate with Lake County's Project Manager and with the PSAP Supervisors at any of the nine (9) locations that may elect to avail themselves of this equipment and system. This person will be available to the County at all times by telephone during the full term of the contract; and on-site within twenty-four hours of County's notification.

7. **Subcontractors**

The vendor shall list in their proposal the names, addresses, and telephone numbers of each subcontractor the vendor intends to employ in the installation, training and ongoing maintenance of the vendor's system. Lake County and the PSAP municipalities reserve the right to reject any subcontractor. Should a subcontractor be rejected, the vendor will be required to provide an acceptable alternative.

Should a subcontractor fail to provide the established level of service and response, the vendor shall contract with another agency for these services in a timely manner, without causing delays to the project schedule. Any additional costs associated with securing a competent subcontractor shall be the responsibility of the vendor.

8. **Condition of Facilities**

The vendor shall be responsible for ascertaining that all County and PSAP facilities are left in a clean and orderly condition.

9. Vendor Coordination Responsibilities

The vendor shall be responsible for coordinating the design and installation of the central components with the County's Information Technology staff, and the design and installation of the PSAP components with the PSAP Coordinator, and shall provide County staff and PSAP Coordinators with a list of site preparation requirements. The vendor shall also be responsible for coordination with the Incumbent Local Exchange Carrier (ILEC).

10. Continued Operation of PSAP

The existing PSAPs must continue to function without interruption. The vendor must ensure that the installation and cut over plan will not cause an interruption or degradation of E9-1-1 service.

11. Delivery Schedule

A delivery schedule will be finalized during the negotiation phase. Proposals must include a delivery schedule which allows the project goals and deadlines to be met.

12. Life Cycle Cost Evaluation

Life cycle cost analysis shall extend beyond the cost of purchasing, to include installing, operating, maintaining, durability and disposing of a particular piece of equipment or product.

13. Specifications

- 13.1. The vendor must provide a turnkey solution
- 13.2. The system must incorporate all of the following standards:
 - a. High reliability
 - b. Fault tolerance, with no single point of failure
 - c. Compatibility with existing telephone systems
 - d. Interface with the Public Switched Telephone Network (PSTN), managed private networks and, if adequate security can be provided and proven, the internet
 - e. Management of call congestion, i.e. the ability to establish a limit on the total number of simultaneous 9-1-1 calls presented to the PSAP
 - f. Interface with all of the nine (9) PSAPs CAD Systems and have the Ability to interface with various CAD systems
 - g. Interface with caller ID
 - h. Embedded TTY/TDD call processing with Auto Detect
 - i. Provide system/operator performance statistics
 - j. Acceptable voice quality as described by CODEC 1729.
 - k. Acceptable voice and data transfer capability of at least 1 GIG

- l. Protocols that are open and non-proprietary
- m. Interface with networked, system clocks
- n. Power sensitive, designed so a generator automatically activates upon power failure
- o. Have the expansion ability to handle text and video when the protocols are developed and standardized.

13.3 The vendor must identify:

A project timeline and implementation plan for the County infrastructure and the CPE at all PSAPs. A temporary plan that ensures timely implementation of the back up,

- a. Availability of support personnel, including the location, experience, number of trained and experience technicians, and response time guarantees, along with a 24/7 Call Center for service requirements. There shall also be available upon request an on site technician when requested during emergency events when such a situation is designated by Lake County Emergency Management.
- b. A plan for software updates, including any Operating Systems, Service Packs and Anti-Virus protection and updates
- c. A detailed plan that ensures network security to the extent required by The Lake County IT Department. ISSO 17799 standards.
- d. A plan for technical training on system components, as well as end user training for system operation. All required instruction manuals, qualified instructors, travel and lodging costs for instructors, and class materials shall be furnished by the vendor.
- e. A description of a migration path to non-CAMA or non Selective Router routed circuits as the network and/or system providers are able to provide such connectivity. Examples may include Commercial Mobile Radio Service or VoIP providers that desire direct connectivity to the system without routing through the LEC Selective Router(s), or the evolution of an IP E9-1-1 network from the LEC or other sources that may replace the legacy network.
- f. The vendor's 24/7 Call Center must be equipped to remotely monitor the network. The vendor's staff must be able to perform remote diagnostics and/or repairs with notification to the customer.

13.4 Redundancy

Each PSAP will contain redundant equipment and utilize redundant communication links to connect it to County. PSAPs will be able to remain operational in the event of a failure to County main connection.

It is desirable that the proposed network use diverse facilities for data communication. This may include the county network, landline, dark fiber, microwave, cable, satellite or wireless. The failure of any single entity must not result in the failure of the 9-1-1 system. All aspects of the system must be designed so that scheduled maintenance can be routinely performed without any downtime.

13.5 Security

Security will be built into every layer of the network. Network access control will restrict use of the 9-1-1 network to authorized devices. Authentication and access controls will be centralized in some form of AAA server. The network access controls will be able to control access based on conditions such as current anti-virus signatures or other similar identifiers. All data will be encrypted while in transit and in storage.

A firewall will allow for highly controlled VPN access into the system from the internet. Initially this would be used for system support. In the future it may allow VoIP 9-1-1 calls directly into the system, bypassing the traditional PSTN. It must also be configurable to allow outbound access to between ten and twenty-five Internet sites, for example, a poison control center.

14. Cost

The vendor(s) shall identify all costs identified with the purchase, implementation and ongoing maintenance of the system. The County may, at its sole option, hire the selected vendor to provide these services, or elect to undertake either or both of these services using County IT/IS staff.

Vendors must provide comprehensive pricing for all products and services identified below and should indicate if any credits are being provided for existing equipment:

- Initial system cost with detailed line item pricing for all components and options required for the County infrastructure and detailed, line item pricing for all components and options for the CPE at all PSAPs
- Anticipated costs for the County infrastructure equipment and software necessary to migrate system from implementation level to maximum capacity (all four PSAPs)
- Training costs for all recommended training courses or programs for PSAP call takers and administrators
- Complete Project Management costs
- Network oversight and alarm monitoring services, if available
- Ongoing maintenance and operating costs, detailed for the County infrastructure equipment and the individual PSAPs.
- Vendor should note that should maintenance not be met to county standards, an alternate provider may be selected.

15. Status Reports

It is a requirement that project plan updates be provided weekly. The plan must be kept up to date in between updates so that ad-hoc status reports can be provided as needed. The weekly report must include the following:

- Gantt chart showing current status
- Listing of tasks accomplished
- Listing of upcoming tasks
- Incomplete tasks, with reason given
- Behind-schedule tasks, with reason given
- Financial status
- Corrective actions needed

Liquidated Damages: By submitting an offer in response to this solicitation, the vendor agrees that if the vendor fails to complete the contract in accordance with the specifications, requirements and times therein, the amount of two-hundred fifty dollars (\$250) per day up to the value of contract shall be deducted from the monies due the vendor for each intervening calendar day that the contract requirement is not completed, not as a penalty, but as liquidated damages. However, the vendor shall not be liable if failure to perform arises out of causes beyond its control and without fault or negligence of the vendor.

16. Equipment Manuals

It is a requirement that the vendor supply all equipment manuals for all components, in library format, as a complete collection of printed materials, and in electronic format, as .pdf files, unless documentation is not available from the manufacturer in electronic format. An HTML web page must be created that lists the technical support and documentation URLs for each component in the system, where available.

17. Installation Standards

It is a requirement that best practices in installation be followed. This includes:

- All wiring and connections must be tested and labeled
- As-built documentation must be provided
- Wire management must be used
- Cables must be secure
- Local building codes must be adhered to
- EIA/TIA codes must be adhered to

18. Removal of Old Equipment

The removal of the old equipment in the PSAPs can be accomplished solely by the vendor or with limited assistance of the PSAP's. All hardware shall be left at the PSAP

for the County and or PSAP to dispose of. The vendor shall indicate if any credits are being provided for existing equipment.

19. **Post-Installation**

It is a requirement that the vendor provide on-site technical support for the first week after the installation (“go-live”). Furthermore, a follow-up meeting must take place between 45 and 60 days after system cutover to discuss open items, potential reconfigurations, and other issues.

20. **Pre-Cutover Acceptance Testing**

The proposal must include a pre-cutover acceptance testing plan. Final details of the pre-cutover acceptance testing plan will be developed in the negotiation phase. The County/PSAP will be looking for assurances that the cut-over occurs flawlessly. It is a requirement that the vendor include a detailed statement which outlines the management of the transition from the current system to the new system. This must include provisions to roll-back if problems occur during the transition.

21. **Post-Cutover Final Acceptance Testing**

The acceptance test will be successful if each of the levels of testing is successful and the system operates in compliance with the RFP and contract documents for a total thirty (30) consecutive days after the first day of productive use (go live). Written notification will be furnished to the vendor if any item is determined unacceptable to the County/PSAP. The vendor will then have five (5) business days to correct or replace the defective item and notify the County/PSAP that all such errors have been remedied. The County/PSAP will have (3) additional business days to recommence the acceptance test. This process will be repeated as necessary until the system meets the thirty consecutive day acceptance test.

22. **Certification**

The vendor must perform its own acceptance testing prior to the County/PSAP. Once the vendor is satisfied that the system is as agreed upon, the vendor must certify that the installation is complete and meets all the agreed upon requirements. This will serve as notification that the County/PSAP can begin acceptance testing.

23. **Maintenance**

The vendor shall provide a one (1) year warranty on all parts and a detailed plan for ongoing maintenance of the central components and, individually by PSAP, of the PSAP components. Pricing shall include costs for years two (2) through five (5) for anticipated life of the equipment. The plan shall include minimum and maximum response times for major and minor failure.

24. System architecture and redundancy

24.1 Redundancy

The system architecture shall be such that failure of any one hardware or software component shall cause no more than 50 percent failure of the infrastructure and no more than 50 percent failure of the PSAP system. At least 50 percent of the E9-1-1 trunks and 50 percent of the call taking positions at each PSAP shall be operational and have at minimum the following functionality during an outage:

- a. Audible and visual indication of an incoming E9-1-1 call
- b. Voice communication with the E9-1-1 caller
- c. ALI/ANI information
- d. TDD/TTY call processing

If protection switching of any component is utilized, it shall be performed automatically in a “hot standby” mode, and shall maintain all calls in progress.

24.2 Telco and Database Compatibility

The proposed system shall interface to the existing E9-1-1 network, The system shall interface to the existing Selective Routers and shall interface to the ALI database a Premise ALI Database, or both, using standard protocols. It is also desirable that the system interface to direct trunking from carriers, providers or a future IP 9-1-1 network that may bypass the traditional Selective Router.

The CPE must transmit a “heartbeat” message on each operational link a minimum of once every two minutes of communication silence on the link. The CPE shall also detect and report a link failure condition if a maximum of three (3) consecutive no responses are received to a heartbeat on a given link. The CPE must also provide local and/or remote alarming of this condition.

All equipment and protocols proposed by the vendor must be compatible with the existing E9-1-1 network, and shall provide at minimum the existing system’s capabilities:

- a. Automatic Number Identification (ANI)
The equipment shall be capable of providing visual display of the caller’s telephone number and area code, and must be compatible with and able to display a, eight (8), ten (10) or twenty (20) digit spill for CAS, NCAS and Hybrid CAS wireless calls. The system must support NENA extensible markup language (XML) tags for standardized data exchange and the MI-3xy ANI/ALI format.
- b. Automatic Location Identification (ALI)
The equipment shall be capable of providing visual display of the caller’s street address information based on the ALI or PANI. The equipment must

- also be capable of extracting geographical coordinate information from the ALI file received and transmitting this information to a Computer Aided Dispatch (CAD) system and to geographical mapping software.
- c. **Forced Disconnect**
Call takers shall be capable of releasing an existing 9-1-1 call at any time, regardless of whether or not the calling party has hung up, so that the calling party cannot indefinitely hold the connection to the PSAP.
 - d. **Default Routing**
Calls which cannot be selectively routed to the correct PSAP shall be routed to the appropriate default PSAP consistent with the County's default routing plan.
 - e. **Alternate Routing**
The system shall support the Central Office feature of Alternate Routing, allowing E9-1-1 calls to be routed to an alternate PSAP either 1). Automatically, if all operators/trunks are busy at the Primary PSAP or, 2) manually, at the discretion of the PSAP.
The vendor shall identify any improved call congestion, beneficial trunk utilization, or alternatives to conventional Alternate Routing possible with a networked IP system. The vendor shall also identify if notification to the destination that the call is a "transfer" is possible.
 - f. **Central Office Transfer**
The system shall provide the capability for the voice and ANI/ALI display of an established 9-1-1 call to be transferred by the call-taker, via the E9-1-1 tandem, to another PSAP or other destination, permitting a simultaneous three-way conference connection for the calling party without loss of voice quality/level, Primary PSAP and desired destination. The vendor shall identify any improved or alternative methods of transferring 9-1-1 calls and data among PSAPs on the networked IP system. The vendor shall also identify if notification to the destination that the call is a "transfer" is possible.
 - g. **Selective Transfer**
The vendor shall identify whether the system provides for the selective transfer of calls based on ESN without the call-taker having to determine and manually dial the digits for the correct destination.
 - h. **Fixed Transfer**
The system shall support fixed transfer, allowing voice and data to be transferred to designated PSAPs utilizing fixed transfer keys, speed dial, or a combination thereof without loss of voice quality/level. The vendor shall identify the number of fixed transfers the system will support, and any improved or alternative methods of transfer among PSAPs on the networked IP system. The vendor shall also identify if notification to the destination that the call is a "transfer" is possible.
 - i. **Manual Transfer**
The system shall be capable of manual transfer utilizing speed dial codes and direct dialing without loss of voice quality/level. The vendor shall identify the number of speed dial codes the system supports. The system

- shall be capable of manual transfer by dialing the full digits of an unlimited number of destinations.
- j. Abandoned Calls
The system shall provide audible and visual alerts to the call-taker whenever an abandoned call is received, to facilitate call back.
 - k. Wireless Calls
The system shall be capable of processing Phase I and Phase II 9-1-1 calls in compliance with the standards of FCC Docket 94-102 regarding Wireless E9-1-1, including Pseudo ANI and the additional fields necessary to process the calls.
It is desirable that the system be able to detect and position the call back number in the correct field to facilitate the automatic call back of hang up calls, regardless of the CAS, NCAS or Hybrid CAS methodology utilized by the CMRS providers.
 - l. VoIP Calls
The vendor shall identify any improved or enhanced ability to process 9-1-1 calls from Voice over Internet Protocol customers utilizing a networked IP system
 - m. Emerging Technologies
The vendor shall identify any improved or enhanced ability for processing 9-1-1 calls from non traditional communication devices, such as video, text messaging, Automatic Crash Notification systems, etc. utilizing a networked IP system, and any system upgrades that may be required.
 - n. Call Congestion
The vendor shall identify a method to maximize the capabilities of a shared network among multiple PSAPs for call congestion management, including all PSAPs in and out of Lake County.

24.3 Network Requirements

- a. The system must interface with the fiber optic network. A detailed description of the proposed system's protocols, signaling, connectivity, bandwidth, and Quality of Service mechanisms shall be provided.
- b. Reliability
It is a requirement that the proposed system must be designed to provide .99999% reliability during scheduled and unscheduled maintenance. This level of reliability will be a base level of all equipment proposed. It is understood that five-nines reliability is a result of every component in a system, some of which are outside the scope of this RFP, and therefore it may not be possible to warrant five-nines reliability. Vendors shall include a statement which describes anticipated obstacles to achieving five-nines reliability, if any, in the proposed system.

c. No Scheduled Down-Time

It is a requirement that the proposed system not require down time for routine or anticipated maintenance which should include all new and pre-existing systems connections. It is acceptable that individual components have downtime for routine or anticipated maintenance; however the system as a whole must remain operational. The proposal must explain how this requirement is met.

d. External Access and Fire Walling Requirements

The proposal shall detail any external access requirements. All security, access control and firewall schemes to protect the network during such access will be identified.

e. Network Narrative

It is a requirement that the proposal include a detailed narrative describing the call delivery network, including all Layer 2, layer 3, QoS, and higher layer technologies employed. The narrative will define the number of IP address space required for each proposed subnet. In addition all redundancy protocols or technologies employed will be identified and their uses defined. The narrative must describe the design approach and rationale for the chosen design. The narrative must describe the call routing process from entry point to termination.

f. Network Diagrams

It is a requirement that the proposal include both a conceptual network diagram and detailed engineering diagram. Visio 2007 diagrams will be provided in electronic form. The conceptual diagram should be directed at a non-technical audience, and allow them to understand how calls and data flow through the network.

The detailed diagram should be directed at a technical audience. It is not intended that this diagram be so detailed that it could serve as a blueprint but rather provide a technical reviewer enough information that identifies how your design meets the goals of this RFP. The diagrams should show where calls enter the network, including wire line, wireless, and VoIP. They must show interconnection and redundant technologies employed.

g. IP Technology

The design of the internal network should utilize Voice over IP (VoIP) technology whenever possible. It is desired that 9-1-1 calls enter the system through a VoIP gateway where they are converted to VoIP calls this must include all existing and/or legacy systems whether analog or digital technologies. All communication devices which may process VoIP traffic must have configurations that prioritize VoIP traffic. Your response to this section must include your planned compliance with the proposed NENA i3 standard and a statement which indicates your intent to comply

once i3 is ratified.

25. PSAP Feature Requirements

25.1 Queuing of Calls

It is common for more E9-1-1 and ten digit calls to be received than can be immediately answered by the PSAP call-takers. It is preferable that E9-1-1 be answered first, according to first-in-first-out priority.

The CPE must present visual ALI information prior to answer, and shall allow the call-taker the discretion to override the first-in-first-out priority and answer 9-1-1 calls based upon ALI or other criteria.

For wireless queuing, the vendor shall describe the capabilities of the system to prioritize call answering based upon CPN (Call Party Number), PANI (Pseudo ANI) or multiple calls from the same ALI, such as a cell site and sector

25.2 Audio Quality

The system shall be capable of negotiating for the highest quality of service supported by the caller's equipment in order to get the best audio possible. Background noise at the caller's location shall be transmitted as accurately as possible.

25.3 Pre-recorded Announcements

The system shall support the use of pre-recorded announcements at the PSAP's discretion.

It is desirable that these announcements include:

- A pre-recorded announcement directed to callers in queue based upon the type of line (i.e. 9-1-1 or administrative)
- A dynamic, incident specific announcement to callers in queue
- An announcement directed to callers in queue based upon certain geographic parameters (e.g. callers within a certain radius of an incident receive the announcement)
- A text message equivalent for TDD/TTY or text message callers

25.4 Distinctive Ringing

The CPE shall provide distinctive ringing to audibly differentiate Emergence E911 calls from administrative calls

25.5 Hold/Call Park

All call-taking positions shall be able to place E9-1-1 and administrative calls on "hold" in order to receive other incoming calls. When an E9-1-1 call is retrieved from hold at any call taker position, the ALI and ANI information shall automatically be displayed to the call-taker.

The vendor shall describe whether "Executive Hold" or "Exclusive Hold" features, in which only the position that placed the call on hold is able to retrieve it, are available.

The vendor shall identify whether "Call Park" features are available.

25.6 Conferencing and Muting

The call taker shall have the ability to conference with other call takers within the PSAP, call takers at other PSAPs, or any other party. This feature shall create no audio interruption or degradation of audio on the line. It shall be possible for any member of the conference to disconnect and allow the other members to remain in conference.

Additionally, the call taker shall be able to mute the caller's ability to hear conversations within the PSAP.

25.7 Speed Dial

Each PSAP shall have its own distinct speed dial library.

The call taker shall have a one-touch speed dial library of a minimum of ninety (90) speed dial numbers (up to 12 digits each). The speed dial shall be easily programmable at the individual PSAP. Additional speed dial capabilities should be described in detail in the proposal.

25.8 Last Number Redial

The call taker position shall be provided with a key to allow the redial of the last previously dialed number

25.9 Ringback/Callback

The system shall be capable of calling back the E9-1-1 caller after disconnect by Ringback (providing a ringback signal on the incoming trunk) or by callback (dialing over a telephone line the ALI received during the E9-1-1 call). The operator shall not have to choose which method to use. Manual dialing shall not be necessary; the ringback/callback shall involve only one key/keystroke/mouse click.

The ringback of TDD/TTY and wireless calls should be performed in the same manner.

The vendor should describe what ability the proposed system has to discriminate and callback the caller's call back number even when the service provider's data stream places the call back number in an incorrect field, as is common on wireless calls.

25.10 PSAP Personnel Log In ID

The system shall support unique log-in IDs for PSAP personnel, and the system shall have the capability of mandatorily recognizing the log-in ID before providing access to the operator position. Each PSAP shall have the capability of enabling or disabling the log-in ID feature at its discretion. The system shall be able to differentiate between a minimum of two levels of IDs with different sets of system privileges associated with each level.

25.11 Supervisory Silent Monitor

The system shall support the ability of a PSAP supervisor, from another position, to bridge onto and silently monitor any active call in the PSAP. The caller and call taker shall remain unaware of the silent monitoring, and there shall be no reduction in audio.

25.12 Supervisory Override

The system shall support the ability of a PSAP supervisor, from any position, to bridge onto and take part in any active call in the PSAP, without degrading the audio of the call.

The vendor shall describe whether the system supports "whisper" override, in which the supervisor may bridge onto a call and make an announcement that only the call-taker, and not the 9-1-1 caller, can hear.

25.13 Status Indicators

The CPE shall support both visual and audible status indicators, located within sight and hearing of the call takers, for a minimum of:

- Trunk status
- Position status
- Link to ALI database status
- Commercial power and reserve power status

The vendor should describe any remote or local diagnostic capabilities of the system.

25.14 ANI/ALI Print or Store

The system shall allow the PSAP to define whether ANI/ALI printing shall occur automatically, at the call taker's discretion, or shall be archived and not printed at all. The vendor shall detail the capability of the system to print at remote locations, such as back up PSAPs.

Information archived will have search capability.

25.15 Call Detail Records

The system shall have the ability to provide call detail records at the PSAP after every terminated E9-1-1 call. The record shall include at a minimum the ANI, seizure time, position answered, answer time, transfer time (if any), and disconnect time. It is also desirable that the call record show the time of transfer and the destination of the transfer. The information shall be provided in a readable format and not as raw data. Call records shall be retrievable at a minimum by ANI or date and time, and preferably by other search parameters.

Call detail records shall be stored on hard drive or other instantly retrievable medium for a minimum of 365 days, per Florida Statute, and be retrievable from the PSAP without intervention by the County.

The vendor should identify a plan and any equipment necessary for long term storage.

25.16 ACD (Automatic Call Distribution)

The PSAP shall have the option of implementing ACD, which shall support the following features:

- parameters that allow call processing based upon PSAP selected variables
- call processing based upon call taker skill level
- supervisor notification of unanswered calls in queue
- the PSAP must be able to change voice announcement dynamically, and record them either through a telephone interface or WAV file.
- the PSAP must have to option of pre-empting a call taker who is handling a non emergency call and automatically present the next 9-1-1 call by placing the caller on hold
- the call-taker shall have the capability to temporarily remove themselves from the ACD queue by changing status to "busy". It is desirable that the supervisor position be notified when this occurs.

25.17 Headset Interface

The system shall support a headset interface. If integrated into telephone/radio positions, only one headset shall support both telephone and radio communications. If the telephone is off hook, the audio presented in the headset shall be switched from the radio to the telephone.

25.18 Embedded TTY/TDD

The regulation implementing Title II of the Americans with Disabilities Act (ADA) mandates telephone emergency services to provide direct access for persons using Telecommunications Devices for the Deaf/Teletypewriter (TDD/TTY) technologies in the same manner as a voice call. Therefore every position shall be equipped with embedded TTD/TTY and shall retain all system features available from the 9-1-1 system.

Automatic detection of Baudot and ASCII tones shall be supported, as shall Voice Carry Over/Hearing Carry Over (VCOP/HCO).

The CPE shall be capable of storing and sending a minimum of eight (10) pre-recorded messages to the TDD/TTY caller. It is preferable that the CPE be capable of indexing the pre-programmed messages, such as "police", "fire, "EMS, "general".

Each position shall have the capability to initiate a query to interrogate any silent call received on an E9-1-1 or ten digit line. The position shall have the capability of switching from voice to TDD mode and back to voice

25.19 User Settings

It is a requirement that user configuration settings be available throughout that system. User settings must be stored centrally so that they follow the user to any position in the system where they log in. This applies to security settings.

25.20 Integrated Instant Voice Recording and Play Back

It is a requirement that each workstation provide a single channel Instant Recall Recorder feature. It is desirable that the Instant Recall Recorder provide VCR-like controls. The user must have the ability to mark and move to any portion of the call. The call-taker must be able to playback the Instant Recall Recorder to the speaker port, headset/handset 1, headset/handset 2, or a called or calling party or a combination thereof. At a minimum, the Instant Recall Recorder shall provide the following features:

- Play
- Pause
- Stop
- Play forward/Fast forward
- Rewind
- Repeat
- Save as a file
- Forward file to another position

It is desirable that each individual recording must be saved to a file. Recordings should be purged after a configurable amount of time. This value must be easily changed to allow for retention of recordings to backup the centralized recording feature.

25.21 Time Synchronization

It is a requirement that each workstation be capable of synchronization with a centralized time source.

25.22 Auto-Messaging Based on Geographic Location

It is desirable that the system provide a method to quickly record a message and then associate it with a specific geographic area. For example, if a black SUV was in the ditch at mile marker 41 on Interstate 75, a message could be recorded to the effect of “If your call is about a black SUV at mile marker 41 on I-75, help is on the way – Thank you for calling – You may hang up by pressing 9. If it is about anything else, a call taker will be right with you.” This message could be associated with a geographic area, such as the two-mile stretch of I-75 from mile marker 40 to mile marker 42. Any callers who are geographically located in this area would hear the message. If they do not opt out they will be sent to the next available call taker.

25.23 Virtual Back Up PSAP

It is desirable that the system supports the concept of a virtual PSAP. A virtual PSAP is one that can extend beyond the physical boundaries of a building, or that allows the subdivision of a single building into multiple PSAPs. A virtual PSAP, once defined, will be seen by the system as a single PSAP. Your proposal must explain how you plan to meet this requirement.

Describe the abilities and costs of implementing Virtual PSAPs that could co-exist with dedicated PSAPs. Reconfiguration must be easily accomplished, for example to dedicate additional call takers to handle cellular calls during a snowstorm. Scenarios can be pre-configured to allow for easy implementation.

25.24 Operation without Workstation

It is desirable that call taking and transfer functions be available without a PC, via a backup phone. The phone should have a display that can provide ALI information. It is desirable that it will support selective one key transfer to the proper fire, EMS, or law agency. It is desirable that the phone support the use of headsets. The phone must be able to interface with the existing Lake County telephone equipment.

25.25 Ability to tag calls

It is desirable that the call-taker have the ability to "tag" calls with searchable markers

26. Management Information System

It is a requirement that the proposed system include a management information system (MIS).

The MIS must be maintained per PSAP with all data collection and reporting. Information from the MIS must be available historically or in real time. This data may be housed centrally at the County, but must be accessible by the PSAP. Such access must be secured so that only the PSAP creating the records and the County has access to them. System must require a unique logon per user with the ability to expire passwords after 90 days.

26.1 Pre-Configured Reports

It is a requirement that the MIS system provide pre-configured reports for commonly requested information. Each pre-configured report must allow customization of the date range and the ability to run ad-hoc queries. These reports must include, but not be limited to:

- Total calls received
- Abandoned calls – Must include and allow sorting by the time before abandonment

- Abandon Rate%
- Average time in queue before abandonment
- Calls by position
- Calls by call taker
- Calls by PSAP
- Calls by type (9-1-1 or Administrative)
- Calls by class of service
- Average time to answer
- Average length of call
- Shift Summary
- Call taker summary
- PSAP summary
- Event log
- Distribution of calls over time (hour of day, week, month, etc)
- Distribution of call transfers by agency, ESN
- Geographical Distribution – number of calls received by ESN
- Distribution of calls per Trunk, phone line
- Occupancy Rate
- Calls in Queue

The system must have the capacity to generate a County-wide report with detail per PSAP.

26.2 Custom Reporting

It is a requirement that the information stored by the MIS system must be in a format that allows it to be used for the generation of custom reports with Crystal reports. It is desirable that reports can be generated based on any data element. Reports should be able to include data from any data element, be able to include records based on any data element, and be able to sort and group based on any data element

26.3 Alarms

It is a requirement that the system provide some type of alarm to notify the system administrators if the MIS system is unable to collect data. (Note: A solution to collect data locally until the MIS is available should be included in the fault tolerance/redundancy plan.)

27. Overflow Calls

Each type of E9-1-1 call (wire line, wireless, VOIP, other) must be separated to ensure that no bottle necking occurs. However, at least one (1) pathway from each separate call type will overflow onto one (1) other type pathway as a means for determining call volumes and additional pathway installations.

3.1 DEFINITIONS

Addenda: A written change to a solicitation.

Contract: The agreement to perform the services set forth in this document signed by both parties with any addenda and other attachments specifically incorporated.

Contractor: The vendor to which award has been made.

County: Shall refer to Lake County, Florida.

Modification: A written change to a contract.

Proposal: Shall refer to any offer(s) submitted in response to a Request for Proposal.

Proposer: Shall refer to anyone submitting an offer in response to a Request for Proposal.

Request for Proposal (RFP): Shall mean this solicitation documentation, including any and all addenda. An RFP involves evaluation of proposals, and award may be made on a best value basis with price, technical, and other factors considered.

Solicitation: The written document requesting either bids or proposals from the marketplace.

Vendor: a general reference to any entity responding to this solicitation or performing under any resulting contract.

The County has established for purposes of this Request for Proposal (RFP) that the words “shall”, “must”, or “will” are equivalent in this RFP and indicate an essential requirement or condition, the material deviation from which may not be waived by the County. A deviation is material if, in the County’s sole discretion, the deficient response is not in substantial accord with this RFP’s mandatory requirements. The words “should” or “may” are equivalent in this RFP and indicate very desirable conditions, or requirements but are permissive in nature.

3.2 INSTRUCTIONS TO PROPOSERS**A. Proposer Qualification**

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit proposals. Vendors may enroll with the County to be included on a mailing list for selected categories of goods and services. To be recommended for award the County requires that vendors provide evidence of compliance with the requirements below upon request:

1. Disclosure of Employment.
2. Disclosure of Ownership.
3. Drug-Free Workplace.
4. W-9 and 8109 Forms – The vendor must furnish these forms as required by the Internal Revenue Service.
5. Social Security Number – The vendor must provide a copy of the primary owner’s social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.).
6. Americans with Disabilities Act (A.D.A.).
7. Conflict of Interest.
8. Debarment Disclosure Affidavit.
9. Nondiscrimination.
10. Family Leave.
11. Antitrust Laws – By acceptance of any contract, the vendor agrees to comply with all applicable antitrust laws.

B. Public Entity Crimes

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

C. Request for Additional Information

Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the procurement representative identified in the solicitation no later than five (5) working days prior to the proposal opening date. Such inquiries or request for information shall be submitted to the procurement representative in writing and shall contain the requester’s name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with the bidder’s facsimile number.

Procurement Services may issue an addendum in response to any inquiry received, which changes or clarifies the terms, provisions, or requirements of the solicitation. The proposer should not rely on any representation, statement or explanation whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the proposer’s responsibility to ensure receipt of all addenda, and any accompanying documentation. The proposer is required to submit with its proposal a signed “Acknowledgment of Addenda” form, when any addenda have been issued. Failure to acknowledge each addendum may prevent the proposal from being considered for award.

D. Contents of Solicitation and Proposers’ Responsibilities

It is the responsibility of the proposer to become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Pleas of ignorance of these matters by the proposer of conditions that exist or may exist will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid to the proposer.

E. Restricted Discussions

From the date of issuance of this solicitation until final County action, vendors should not discuss the solicitation or any part thereof with any employee, agent, or any other representative of the County except as expressly authorized by the designated procurement representative. The only communications that shall be considered pertinent to this solicitation are appropriately signed written documents from the vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.

F. Change or Withdrawal of Proposals

Changes to Proposal - Prior to the scheduled proposal closing, a proposer may change its proposal by submitting a new proposal specified in the solicitation with a letter on the firm’s letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original proposal.

Withdrawal of Proposal – A proposal shall be irrevocable unless the proposal is withdrawn as provided herein. A proposal may be withdrawn, either physically or by written notice, at any time prior to the proposal closing date. If withdrawn by written notice, that notice must be addressed to, and received by, the designated procurement representative prior to the designated receipt date and time. A proposal may also be withdrawn after expiration of the designated acceptance period, and prior to award, by submitting a letter to the designated procurement representative for the solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the proposer.

G. Conflicts within the Solicitation

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Pricing Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Proposal Price Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the vendor to identify such conflicts to the designated procurement representative prior to the proposal closing date.

H. Prompt Payment Terms

It is the policy of the County that payment for all purchases by County agencies shall be made in a timely manner and that interest

payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The proposer may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during proposal evaluation. Proposers are requested to provide prompt payment terms in the space provided on the signature page of the solicitation.

3.3 PREPARATION OF PROPOSALS

- A. The Proposal Pricing Section of this solicitation defines requirements of items to be purchased, and must be completed and submitted with the proposal. Use of any other form or alteration of the form may result in the rejection of the bid.
- B. The proposal submitted must be legible. Bidders shall use typewriter, computer or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.
- C. An authorized agent of the proposer's firm must sign the proposal. **FAILURE TO SIGN THE PROPOSAL MAY BE CAUSED TO REJECT THE PROPOSAL.**
- D. The proposer may submit alternate proposal(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate proposal must meet or exceed the minimum requirements and be submitted as a separate proposal marked "Alternate Proposal".
- E. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- F. Any proposal received after the designated receipt date through no fault or error of the County will be considered late, and, except under the most exceptional circumstances, may not be considered for award.

3.4 CANCELLATION OF SOLICITATION

The County reserves the right to cancel, in whole or in part, any Request for Proposal when it is in the best interest of the County.

3.5 AWARD

- A. The contract resulting from this solicitation may be awarded to the responsible proposer which submits a proposal determined to provide the best value to the County with price, technical, and other applicable factors considered. The County reserves the right to reject any and all proposals, to waive irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is clearly necessary to protect the best interests of the County.
- C. The County reserves the right to reject any and all proposals if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. Award of this solicitation will only be made to firms that satisfy all necessary legal requirements to do business with the County. The County may conduct a pre-award inspection of the proposer's site or hold a pre-award qualification hearing to determine if the proposer is capable of performing the requirements of this solicitation.
- E. The proposer's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the responsibility of a proposer that submitted a proposal under this solicitation.
- F. The Director of Procurement Services will decide all tie proposals with initial preference being given to the entity employing the most personnel residing within the County.
- G. Award of the contract resulting from this solicitation may be

predicated on compliance with and submittal of all required documents as stipulated in the solicitation.

3.6 CONTRACT EXTENSION

The County reserves the unilateral right to extend a contract for up to ninety (90) calendar days beyond the current contract period. In such event, the County will notify the vendor(s) in writing of such extensions. This contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the County and the vendor(s). Exercise of the above options requires the prior approval of the Director of Procurement Services.

3.7 WARRANTY

All warranties express and implied, shall be made available to the County for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the vendor against factory defects and workmanship. At no expense to the County, the vendor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period. The special conditions of the solicitation may supersede the manufacturer's standard warranty.

3.8 ESTIMATED QUANTITIES

Estimated quantities or dollar values are for proposer's guidance only. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The County is not obligated to place any order for a given amount subsequent to the award of this solicitation. The County may use these estimates to determine the proposer selected for award. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other government, quasi-governmental or non-profit entities utilizing this contract. In no event shall the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

3.9 NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement that will satisfy its needs as described within this solicitation. However, the County reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit. In no case will the County be liable for billings in excess of the quantity of goods or services actually provided under this contract.

3.10 CONTINUATION OF WORK

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the vendor, continue until completion at the same prices, terms and conditions.

3.11 PROTEST OF AWARD

A vendor wishing to protest any award decision resulting from this solicitation shall do as set forth in the County's Purchasing Procedure Manual. It is incumbent upon the vendor to be aware of the posting of any associated award recommendation. Any protest received after the actual contract award date may be rejected.

3.12 RULES, REGULATIONS AND LICENSES

The vendor shall comply with all laws, ordinances, and regulations applicable to provide the goods and/or services specified in this solicitation. The vendor shall be familiar with all federal, state and local laws that may in affect the goods and/or services offered.

3.13 SUBCONTRACTING

Unless otherwise specified in this solicitation, the vendor shall not subcontract any portion of the work without the prior written consent of the County. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the County may result in termination of the contract for default.

3.14 ASSIGNMENT

The vendor shall not assign or transfer any contract resulting from this solicitation, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County.

3.15 DELIVERY

Unless otherwise specified in the solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the bid price.

3.16 RESPONSIBILITY AS EMPLOYER

The employee(s) of the vendor shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the County or any of its departments. The contractor shall provide employee(s) capable of performing the work as required. The County may require the contractor to remove any employee it deems unacceptable. All employees of the contractor may be required to wear appropriate identification.

3.17 INDEMNIFICATION

The vendor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the vendor or its employees, agents, servants, partners, principals or subcontractors. The vendor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The vendor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the vendor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

3.18 COLLUSION

Where two (2) or more related parties, as defined herein, each submit a proposal for the same contract, such proposals shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such proposals. Related parties shall mean proposer or the principals thereof which have a direct or indirect ownership interest in another proposer for the same contract or in which a parent company or the principals thereof of one proposer have a direct or indirect ownership interest in another proposer for the same contract. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a proposal for the same materials, supplies, services, or equipment shall also be presumed to be collusive. Proposals found to be collusive shall be rejected. Proposers which have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

3.19 MODIFICATION OF CONTRACT

Any contract resulting from this solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the contract and/or purchase order as appropriate. This presumes the modification itself is in compliance with all applicable County procedures.

3.20 TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate this contract upon thirty (30) days written notice. Upon receipt of

such notice, the vendor shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the vendor prior to notice of termination. The County shall be the sole judge of "reasonable costs."

3.21 TERMINATION DUE TO UNAVAILABILITY OF FUNDING IN SUCCEEDING FISCAL YEARS

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be cancelled and the vendor shall be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

3.22 TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the vendor fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the vendor in accordance with the appropriate County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the vendor.

3.23 FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

3.24 ACCESS TO RECORDS

The County reserves the right to require the vendor to submit to an audit by any auditor of the County's choosing. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The vendor shall retain all records pertaining to this Agreement and upon request make them available to the County for three (3) years following expiration of the Agreement. The vendor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

3.25 PROPRIETARY/CONFIDENTIAL INFORMATION

Proposers are hereby notified that all information submitted as part of, or in support of proposal submittal will be available for public inspection after the proposal closing date in compliance with Chapter 119 of the Florida Statutes; the "Public Record Law." The proposer shall not submit any information in response to this solicitation, which the proposer considers to be proprietary or confidential. The submission of any information to the County in connection with this solicitation shall be deemed conclusively to be a waiver of any protection which would otherwise be available to the proposer unless such information is exempt or confidential under the Public Records Act.

3.26 CONTRACTING WITH COUNTY EMPLOYEES

Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the procurement representative designated herein prior to submittal of a response or application of any type to contract with the County. The affected employee shall disclose the employee's assigned function within the County and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

3.27 INCURRED EXPENSES

This RFP does not commit the County to make an award nor shall the County be responsible for any cost or expense which may be incurred by any proposer in preparing and submitting a proposal, or any cost or expense incurred by any proposer prior to the execution of a purchase order or contract agreement. By submitting a proposal, the proposer, and also agrees that the County bears no responsibility for any costs associated with the preparation of the proposal and/or any administrative or judicial proceedings resulting from this solicitation process.

3.28 COUNTY IS TAX-EXEMPT

The County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. Do not include any tax on any item or service. The County will sign an exemption certificate if submitted by the contractor.

Contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any contractor be authorized to use any of the County's Tax Exemptions in securing such materials.

3.29 GOVERNING LAWS

The interpretation, effect, and validity of any contract(s) resulting from this RFP shall be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action shall be in Lake County, Florida. In the event that a suit is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

3.30 STATE REGISTRATION REQUIREMENTS

Any corporation submitting a proposal in response to this RFP shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/application may be required prior to award of a contract. Any partnership submitting a proposal in response to this RFP shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations, 800.755.5111 (<http://www.dos.state.fl.us>).

3.31 PRIME CONTRACTOR

The vendor awarded the contract shall act as the prime contractor for all required items and services and shall assume full responsibility for the procurement and maintenance of such items or services. The vendor shall be considered the sole point of contact with regard to all stipulations, including payment of all charges and meeting all requirements of this RFP. All subcontractors will be subject to advance review by the County in regards to competency and security concerns. After the award of the contract no change in subcontractors will be made without the consent of the County. The vendor shall be responsible for all insurance, permits, licenses, and related matters for any and all sub-contractors. Even if the subcontractor is self-insured, the County may require the contractor to provide any insurance certificates required by the work to be performed.

3.32 FORCE MAJEURE

The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of nature, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

3.33 OTHER AGENCIES

With the consent of the vendor, other agencies may make purchases in accordance with the contract. Such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name.

3.34 NO CLAIM FOR DAMAGES

No claim for damages or any claim other than for an extension of time shall be made or asserted against the County because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the Work shall relieve the vendor of duty to perform, or give rise to any right to damages or additional compensation from the County. The vendor's sole remedy shall be the right to seek an extension to the contract time. However, this provision shall not preclude recovery of damages by the vendor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County.

3.35 TRUTH IN NEGOTIATION CERTIFICATE

For all lump-sum or cost-plus fixed fee agreements exceeding \$150,000, the firm awarded the agreement must execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current, at the time of contracting. Any agreement requiring this certificate shall contain a provision that the original agreement price and any additions shall be adjusted to exclude any significant sums by which he owner determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the contract. Execution of this Agreement constitutes execution of the Truth in Negotiation Certificate.

3.37 GRANT FUNDING

In the event any part of the contract is to be funded by federal, state, or other local agency monies, the vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Vendors are advised that payments under the contract may be withheld pending completion and submission of all required forms and documents required of the vendor pursuant to the grant funding requirements. A copy of the requirements shall be supplied to the vendor by the County upon request.

RFP TITLE: LAKE COUNTY NG911 UPGRADE

NOTES:

- Lake County is exempt from all taxes (Federal, State, Local). Pricing should be less all taxes. A Tax Exemption Certificate will be furnished upon request.
- The vendor shall not alter or amend any of the information (including, but not limited to stated units of measure, item description, or quantity) stated in the Pricing Section. If any quantities are stated in the pricing section as being “estimated” quantities, vendors are advised to review the “Estimated Quantities” clause contained in Section 3 of this solicitation.
- Each price offered in your RFP shall be a firm-fixed price, exclusive of any tax. Any bid containing a modifying or “escalator” clause not specifically allowed for under the solicitation will not be considered.
- All pricing shall be FOB Destination unless otherwise specified in this solicitation document.
- All pricing submitted shall remain valid for a 90 day period. By signing and submitting a response to this solicitation, the vendor has specifically agreed to this condition.
- **Vendors are advised to visit our website at <http://www.lakecountyfl.gov> and register as a potential vendor. Vendors that have registered on-line receive an e-mail notice when the County issues a solicitation matching the commodity codes selected by a vendor during the registration process.**

ACKNOWLEDGEMENT OF ADDENDA

It is the proposer’s responsibility to ensure receipt of all addenda, and any accompanying documentation

INSTRUCTIONS: Complete Part I or Part II, whichever applies

Part I:
<p>The bidder must list below the dates of issue for each addendum received in connection with this RFP:</p> <p style="text-align: center;">Addendum #1, Dated: _____</p> <p style="text-align: center;">Addendum #2, Dated: _____</p> <p style="text-align: center;">Addendum #3, Dated: _____</p> <p style="text-align: center;">Addendum #4, Dated: _____</p>
Part II:
<p><input type="checkbox"/> No Addendum was received in connection with this RFP.</p>

PRICING SECTION

The vendor(s) shall identify all costs identified with the purchase, implementation and ongoing maintenance of the system. The County may, at its sole option, hire the selected vendor to provide these services, or elect to undertake either or both of these services using County IT/IS staff.

Vendors must provide comprehensive pricing for all products and services identified below and should indicate if any credits are being provided for existing equipment:

- Initial system cost with detailed line item pricing for all components and options required for the County infrastructure and detailed, line item pricing for all components and options for the CPE at all PSAPs
- Anticipated costs for the County infrastructure equipment and software necessary to migrate system from implementation level to maximum capacity (all four PSAPs)
- Training costs for all recommended training courses or programs for PSAP call takers and administrators
- Complete Project Management costs
- Network oversight and alarm monitoring services, if available
- Ongoing maintenance and operating costs, detailed for the County infrastructure equipment and the individual PSAPs. The vendor shall provide a one (1) year warranty on all parts and a detailed plan for ongoing maintenance of the central components and, individually by PSAP, of the PSAP components. Pricing shall include costs for years two (2) through five (5) for anticipated life of the equipment. The plan shall include minimum and maximum response times for major and minor failure.
- Vendor should note that should maintenance not be met to county standards, an alternate provider may be selected.

By Signing This Proposal the Proposer Attests and Certifies That:

- It satisfies all legal requirements (as an entity) to do business with the County.
- The undersigned vendor acknowledges that award of a contract may be contingent upon a determination by the County that the vendor has the capacity and capability to successfully perform the contract.
- The proposer hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this proposal document and any contract(s) and/or other transactions required by award of this solicitation.

Additional Certifications Requiring Completion:

Purchasing Agreements with Other Government Agencies

This section is optional and will not affect contract award. If Lake County awarded you the proposed contract, would you sell under the same terms and conditions, for the same price, to other governmental agencies in the State of Florida? Each governmental agency desiring to accept to utilize this contract shall be responsible for its own purchases and shall be liable only for materials or services ordered and received by it. Yes No (Check one)

Certification Regarding Felony Conviction

Has any officer, director, or executive of the bidding entity been convicted of a felony during the past ten (10) years? Yes No (Check one)

Conflict of Interest Disclosure Certification

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

Exceptions: _____

General Vendor Information:	
Firm Name:	_____
Street Address:	_____
Mailing Address (if different):	_____
Telephone No.:	_____ Fax No.: _____ E-mail: _____
FEIN No. _____ - _____	Prompt Payment Terms: _____ % _____ days, net _____

Award of Contract by the County: (Official Use Only)	
By signature below, the County confirms award to the above-identified vendor under the above identified solicitation. A separate purchase order will be generated by the County to support the contract.	
Vendor awarded as:	
<input type="checkbox"/> Sole vendor	<input type="checkbox"/> Pre-qualified pool vendor based on price
<input type="checkbox"/> Pre-qualified pool vendor (spot bid)	<input type="checkbox"/> Primary vendor for items: _____
<input type="checkbox"/> Secondary vendor for items: _____	<input type="checkbox"/> Other status: _____
Signature of authorized County official: _____	Date: _____
Printed name: _____	Title: _____
Purchase Order Number assigned to this contract for billing purposes: _____	

THE FOLLOWING DOCUMENTS ARE ATTACHED

Attachment 1: Work References

Attachment 2: Vendor Profile Form

Attachment 3: Similar Projects Form

Attachment 4: Performance Bond (Provided for Information)

WORK REFERENCES

#1 Agency	
Address	
City,State,ZIP	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

#1 Agency	
Address	
City,State,ZIP	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

#1 Agency	
Address	
City,State,ZIP	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

VENDOR PROFILE FORM

<p>1. Bidder Name & Address:</p> 	<p>1d. Licensed to do business in the State of Florida? _____ Yes _____ No</p>
<p>1a. FEIN # _____</p>	<p>1e. Name, Title & Telephone Number of Principal to Contact</p>
<p>1b. Year Firm was established _____</p> <p>1c. Are you a "Not for Profit" 501(c)(3) organization? Yes _____ No _____</p> <p>If you answered yes, please provide proof.</p>	<p>1f. Address of office to perform work, if different from Item 1</p>
<p>2. Please list the key personnel that your firm will commit to the County project and attach a copy of each key person's resume.</p> 	
<p>3. The foregoing is a statement of facts.</p> <p>Signature: _____ Date: _____</p> <p>_____</p> <p style="text-align: center;">(Typed or Printed Name) (Title)</p>	

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS THAT We, _____ (hereinafter called the "Principal"), whose principal business address is _____, and whose telephone number is _____; and _____ (hereinafter called the "Surety"), whose principal address is _____, and whose telephone number is _____, a surety insurer chartered and existing under the laws of the State of _____ and authorized to do business in the State of Florida, are held and firmly bound unto Lake County Board of County Commissioners, Lake County, Florida (hereinafter called the "Owner"), whose principal address is 315 West Main Street, Tavares, Florida 32778, and whose principal telephone number is (352) 343.9839, in the sum of _____ for payment of which we bond ourselves, our heirs, our personal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal has entered into a contract with Oblige for _____ in accordance with drawings and specifications, which contract is incorporated by reference and made a part hereof, and is referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and
2. Pays Oblige any and all losses, damages, costs and attorneys' fees that Oblige sustains because of any default by Principal under the Contract, including, but not limited to, all delay damages, whether liquidated or actual, incurred by Oblige; and
3. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract; and
4. Promptly make all payments to all persons defined in s. 713.01 whose claims derive directly or indirectly from the prosecution of the work provided for in the Contract; then this bond is void; otherwise it remains in full force.

Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect Surety's obligation under this bond.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anyway affect its obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a common law bond. It is expressly understood the time provisions and statute of limitation under Section 255.05 Florida Statutes, shall not apply to this bond.

In no event shall the Surety be liable in the aggregate to Obligee for more than the penal sum of this Performance Bond regardless of the number of suits that may be filed by Obligee. By execution of this bond, the Surety acknowledges that it has read the Surety qualifications and obligations imposed by the construction contract and hereby satisfies those conditions.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument this day of _____ 20___, the name of each party being affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

PRINCIPAL:

Witness as to Surety

By: _____
(Authorized Signature)

Witness as to Surety

(Printed Name)

(Title)

(Business Address)

STATE OF

COUNTY OF

The forgoing instrument was acknowledged before me this _____, by _____ of _____, a Corporation, on behalf of the Corporation. He/She is personally known to me or has produced Florida Driver's License as identification and who did (did not) take an oath.

NOTARY:
Print Name: _____

COMMISSION NUMBER: _____

My commission expires: _____

BOND NO. _____
SURETY:

Witness as to Surety

By: _____
(Authorized Signature)

Witness as to Surety

(Printed Name)

(Title)

(Business Address)

OR

Witness as Attorney In Fact

As Attorney In Fact (Attach Power of Attorney)

Witness as Attorney In Fact

(Printed Name)

(Business Address)

(Telephone Number)

STATE OF

COUNTY OF

The forgoing instrument was acknowledged before me this _____, by _____ of _____, a Corporation, on behalf of the Corporation. He/She is personally known to me or has produced Florida Driver's License as identification and who did (did not) take an oath.

NOTARY:
Print Name: _____

COMMISSION NUMBER: _____

My commission expires: _____

Performance and Payment Bonds Recording Fees

Performance and Payment (labor and materials) Bonds shall be provided by the Contractor in the amount of 100% of the bid amount. Upon award of the bid, all original Performance and Payment bonds will be submitted to John Wight, Senior Contracting Officer, Lake County Procurement Services for recording of said bonds. The bonds will be acceptable to the County only if the following conditions are met:

- The Surety is licensed to do business in the State of Florida;
- The Surety holds a Certificate of Authority authorizing it to write surety bonds in this State;
- The Surety has twice the minimum surplus and capital requirements required by the Florida Insurance Code at the time the invitation to bid is issued;
- The Surety is otherwise in compliance with the Florida Insurance Code;
- The Surety has a current rating of A or A- as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc., if the bid exceeds \$500,000.; and
- The Surety holds a currently valid Certificate of Authority issued by the United States Department of Treasury under 31 U.S.C. ss9304.

The cost to record Performance and Payment Bonds is: Ten Dollars (\$10.00) for the first page and Eight Dollars and Fifty Cents (\$8.50) for each additional page. A check shall be submitted by the contractor made payable to Neil Kelly, Clerk of the Court.