1. **SCOPE OF WORK**
   1. Technical Requirements:

Respondents must include documentation stating their support to meet Legacy E9-1-1 and NENA i3, standards based on NG9-1-1 environment and features, as they exist today and are developed.

* 1. Next Generation System Equipment General Requirements - The solution shall meet the following minimum requirements:
     1. The System shall be designed to continuously operate 24-hours per day, 365 days per year providing call answering capabilities to the Local PSAP systems listed in this RFP.
     2. ALL equipment shall comply with the applicable standards and Florida E9-1-1 Plan.
  2. The system hardware shall include:
     1. A currently supported version Operating system. Hardware must be certified for the most recent version of Operating system.
     2. Antivirus software and maintenance of such must be included with a daily or weekly download of antivirus definitions. Proposer shall detail what antivirus software is offered as well as how maintenance is being offered.
     3. Software capable of controlling all functions, features, and capabilities of the System.
     4. The System shall immediately text report the following failures or issues as a minimum:
        1. Hardware failure or malfunction
        2. Software failure or malfunction
  3. The System shall comply with or exceed applicable standards as published by the following organizations (in alphabetical order implying no priority). Proposers shall provide details for the standards met.
     1. American Disability Act (ADA)
     2. American Nationals Standards Institute (ANSI)
     3. Association of Public-Safety Communications Officials (APCO)
     4. Federal Communications Commission
     5. Institute of Electrical and Electronics Engineers (IEEE)
     6. National Emergency Number Association (NENA)
     7. National Electrical Code
     8. National Electrical Manufacturer’s Association
     9. Telecommunications Industry Association (TIA)
     10. Underwriters Laboratories, Inc. (UL)

1. **COUNTY RESPONSIBILITIES**
   1. County shall be responsible for drafting the Contract.
   2. County shall make available, at no cost to the Contractor, information relative to the project that is useful in the performance of this Scope of Services.
   3. County will provide prompt notice to Contractor whenever County observes or otherwise becomes aware of any defect in the performance of work under this agreement.
   4. County personnel shall be available on a time-permitting basis, where required and necessary to assist Contractor. The availability and necessity of said personnel to assist Contractor shall be the discretion of the County.
   5. The County’s Project Manager shall be appointed to represent the County in all technical matters pertaining to and arising from the work and performance of this agreement.
2. **FURNISH AND INSTALL REQUIREMENTS**

The specifications and 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 or statement of work will not relieve the contractor from furnishing, installing, or performing such work where required for the satisfactory completion of the project. The contractor will also be required to provide adequate general user training to County personnel on the appropriate use of the materials or products as necessary.

1. **TRAINING COURSES TO BE PROVIDED**

The contractor shall provide a training program regarding the use of the products or services supplied by the contractor in conjunction with this solicitation. The contractor shall bear all costs of registration fees and manuals and texts, or other instructional materials associated with the required training.

1. **DATA SECURITY**
   1. With respect to the System and environment the Contractor uses to provide services, including those for data storage and transmission, the Contractor agrees as follows:
      1. Ownership of County Data. Lake County is the owner of its data, data compilations and reports or compilations of its data generated from use of the Licensed Software ("County Data"). Notwithstanding anything to the contrary contained in this Agreement, the County shall have the right to use the Contractor's Licensed Software to access and have unfettered use of such data, reports, compilations, or information derived from or resulting from the use of the Licensed Software and/or to generate reports from such data, files or information. Contractor acknowledges and agrees that the County is the owner and custodian of said data, compilations and information whether or not such is electronically retained and regardless of the retention media and that the use of the Licensed Software in relation to such information or data does not in any way restrict County in the County's rights of disclosure of its data and information.
      2. County Proprietary Information. After notification of Contract award and prior to commencement of work, the Contractor shall conduct background screening for all of its employees and approved contractors or subcontractors who provide services to the County or have access to the County proprietary information, including, without limitation, criminal background checks. In addition, the Contractor shall train its employees and approved contractors and subcontractors who handle the County proprietary information on security standards and activities. The Contractor shall take necessary security measures to ensure that the County proprietary information cannot be downloaded to or printed from any devices that its employees, contractors or subcontractors use, including, and without limitation, desktops, laptops, and USB flash drives.
      3. County Data. In storing or processing the County Data, the Contractor shall not comingle the County Data with any data from Contractor’s other clients.
      4. Security Operating Protocols. The Contractor shall employ generally accepted industry security methods and internal security operating protocols to prevent intrusion into the service the Contractor provides to the County or interception of data or communications by unauthorized third parties. Such practices shall include, without limitation: encryption of data for storage and for transmission; firewall protection; password protection; review of firewall logs and intrusion detection notifications daily; and update of virus definitions and security patches on an as-needed basis. The Contractor shall provide independent verification of systems and security controls. Ideally, the Contractor shall provide a SOC 2 Type report for review.
      5. Hosting Provider. The Contractor shall only use servers located in secure facilities in the U.S. and administered by a third-party hosting provider (“Hosting Provider”) to provide services to the County. The Contractor represents and warrants that each Hosting Provider used by the Contractor will cause to be conducted, on at least an annual basis, an SSAE 16 Type II (or equivalent) security audit by a reputable security specialist who shall identify in a written report (a copy of which shall be promptly delivered to the County upon request and which shall be the Contractor’s Proprietary Information) any readily identifiable security vulnerabilities in connection with the applicable Hosting Provider’s services that the Contractor uses and the operating environment thereof.
      6. County Data Location. Except for sending the County Data to the County, the Contractor shall keep the County Data solely in its Hosting Provider’s facility or facilities located in the United States and shall not allow such data to leave such facility or facilities in any form.
      7. Security Breach. Contractor shall have policies and procedures in place for effective management of Security Breaches, as defined below. In the event of any actual, attempted, suspected, threatened, or reasonably foreseeable circumstance Contractor experiences or learns of that either compromises or could reasonably be expected to comprise County data through unauthorized use, disclosure, or acquisition of County data (“Security Breach”) Contractor shall immediately notify County of its discovery. After such notification, Contractor shall, at its own expense, immediately:
         1. Investigate to determine the nature and extent of the Security Breach.
         2. Contain the incident by taking necessary action, including, but not limited to, attempting to recover records, revoking access, and/or correcting weaknesses in security.
         3. Report to County the nature of the Security Breach, the County data used or disclosed, the person who made the unauthorized use or received the unauthorized disclosure, what Contractor has done or will do to mitigate any harmful effect of the unauthorized use or disclosure, and the corrective action Contractor has taken or will take to prevent future similar unauthorized use or disclosure.
         4. Backup Materials. The Contractor shall maintain backup servers as well as a complete and current backup copy of the System that the Contractor uses to provide services to the County and the data processed through the System (“Backup Materials”). Backup Materials shall be maintained at a separate physical location located in the United States. If access or use of the service is interrupted, the appropriate backup shall be activated within four (4) hours to minimize disruptions.
2. **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.

1. **OWNERSHIP OF DOCUMENTS**

All reports, documents, information, presentations, and other materials prepared by the Contractor in connection with this Agreement are Lake County’s sole property in which the Contractor has no proprietary or other rights or interests. All reports, documents, information, and any materials or equipment furnished to the Contractor by Lake County shall remain the sole property of Lake County, and except for the Contractor’s limited possession for the purpose of carry out this Agreement, shall be returned to Lake County at the conclusion of this Agreement. Nothing written in this paragraph, however, will be interpreted to forbid the Contractor from retaining a single copy of information for its files.

1. **OWNERSHIP OF COUNTY INTELLECTUAL PROPERTY**

Contractor agrees that all domain names registrations, SSL certificates, personal name SLDs, e-mail addresses, other registrations, and trade names or trademarks that County owns prior to or acquires under this Agreement, whether purchased by the County or by Contractor for the specific benefit of the County under this Agreement shall be owned by the County with all rights of title, interest, and possession. As such, Contractor agrees that County shall have immediate and unfettered access to and the use and benefit of County’s domain name registrations, SSL certificates, Personal name SLDs, and trade names, trademarks at any time, including upon the termination of this Agreement by either party. Contractor further agrees that County’s domain names, SSL certificates, personal name SLDs, trade names or trademarks shall not be used by Contractor or its subcontractors unlawfully or allow unauthorized access to County’s data in County systems or networks.

1. **PATENTS AND ROYALTIES** 
   1. 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.
   2. Further, if such a claim is made or is pending, the Contractor may, at its option and expense, 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.
   3. 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:
   4. The Contractor will be notified promptly in writing by the County of any notice of such claim received by the County, and
   5. The Contractor will have the sole control of the defense of any action or such claims, and all negotiations for its settlement or compromise.
2. **PUBLIC RIGHTS / COPYRIGHTS**
   1. All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the contractor for or on behalf of the County shall be the property of the County and will be turned over to the County upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the County are public records available for inspection by any person even if the file or paper resides in the contractor’s office or facility. The Contractor shall maintain the files and papers for not less than three (3) complete calendar years after the project has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the contract, the contractor shall appoint a records custodian to handle any records request and provide the custodian’s name and telephone number(s) to the Contracting Officer.
   2. Any copyright derived from any agreement derived from this solicitation shall belong to the author. The author and the contractor shall expressly assign to the County nonexclusive, royalty free rights to use any and all information provided by the contractor in any deliverable and/or report for the County’s use which may include publishing in County documents and distribution as the County deems to be in the County’s best interests. If anything included in any deliverable limits the rights of the County to use the information, the deliverable shall be considered defective and not acceptable and the contractor will not be eligible for any compensation.
3. **RIGHT TO REQUIRE PERFORMANCE**
   1. The failure of the County at any time to require performance by the Contractor of any provision hereof shall in no way affect the right of the County thereafter to enforce same, nor shall waiver by the County of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.
   2. In the event of failure of the Contractor to deliver services in accordance with the Contract terms and conditions, the County, after due written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the County may have.
4. **SOC 2 REQUIREMENTS**

SOC 2 Type 2 report is required if the proposed solution will hold personally identifiable information (PII) or patient health information (PHI). The report should cover your organization and not just a third party such as your hosting provider. If your product relies on other third-party Contractor to handle PII or PHI data, a SOC 2 report from the Contractor is also required.

1. **SOFTWARE, HARDWARE, OR OTHER TECHNICAL MAINTENANCE**

The Contractor shall provide all necessary maintenance on a turnkey basis during the term of the Contract. This may include software, hardware, or other technical maintenance.

1. **SOFTWARE RELEASES/UPGRADES DURRING WARRANTY AND TERM OR MAINTENANCE AGREEMENT**

The County shall be entitled to any and all releases of the software and upgraded versions of the software covered in the Contract that becomes available from the successful Contractor at no charge during the warranty period and through the duration of the maintenance agreement period. The maximum charge for any upgrade after the expiration of the warranty period and the software maintenance agreement period shall not exceed the total difference between the cost of the County’s current version and the price at which the Contractor sells or licenses the upgraded software under similar circumstances. If software is customized for the County, the Contractor shall be compensated at an agreed-upon rate.

1. **TERM OF SOFTWARE LICENSE**
   1. Unless otherwise stated in this RFP, the County expects that the software license(s) identified in the pricing schedule shall be available to the County for purchase or lease on a perpetual basis. However, the County reserves the right to terminate the license at any time, although the mere expiration or termination of the awarded Contract shall not be construed as intent to terminate the license unless specifically so stated.
   2. CANCELLATION OF A PORTION OF THE PERPETUAL LICENSE SHALL NOT AFFECT THE PERPETUAL LICENSE OF ANY OTHER PORTION OF THE SOFTWARE. ALSO, CANCELLATION OF MAINTENANCE SUPPORT ON SOME OR ALL OF THE SOFTWARE PURCHASED SHALL NOT AFFECT THE PERPETUAL LICENSE OR BE A CAUSE FOR REPRICING OF ANY LICENSE. The County further reserves the right to transfer all rights under the license to another governmental agency to which some or all of its functions are transferred.
2. **THIRD PARTY ACQUISITION OF SOFTWARE**

The Contractor shall notify the County in writing should the intellectual property, associated business, or all of its assets be acquired by a third party and agree that the contract’s terms and conditions, including any and all license rights and related services, will not be affected by any such acquisition. The Contractor must agree that prior to completion of the acquisition, the Contractor shall obtain, for the County’s benefit and deliver thereto, the assignee’s agreement to fully honor the terms of the awarded Contract.

1. **TITLE TO SOFTWARE**

By submitting a proposal, each Contractor represents and warrants that it is the sole owner of the software or, if not the owner, that it has received all legally required authorizations from the owner to license the software, has the full power to grant the rights required by this solicitation, and that neither the software nor its use in accordance with the awarded Contract will violate or infringe upon any patent, copyright, trade secret, or any other property rights of another person or organization.

1. **TRAINING COURSES TO BE PROVIDED**

The Contractor shall provide an intensive training program to County employees regarding the use of the products or services supplied by the Contractor in conjunction with this solicitation. The Contractor shall bear all costs of registration fees and manuals and texts, or other instructional materials associated with the required training.

1. **TRAINING MANUALS TO BE PROVIDED**

The Contractor shall supply the county with comprehensive training manuals which describe the appropriate use of the equipment purchased by the County in conjunction with this solicitation. The manuals will be supplied prior to, or upon, delivery of the equipment. Final payment will be withheld until such time as these manuals are received by the County.

1. **WARRANTY**
   1. The System, during the term of the Contract and any renewals thereto, is warranted by Contractor to provide the functions, features and capabilities specified and described in the Contract. Contractor further warrants and represents that the System and its software components shall operate together as a whole to perform the functions in the manner specified and delineated in the Contract; and that no other County hardware except hardware provided by County under this Contract or Licensed Software is required to be purchased or installed by County to host the System. County shall be responsible for acquiring and maintaining its own personal computers necessary to access the System. Contractor expressly warrants that each module of the System shall be free from reproducible Defects that cause the System to fail to conform to the operational and performance specifications as set forth in the Contract. Contractor makes the foregoing warranty for the System for a minimum period of one (1) year after Final System Acceptance by County, and for the duration of any maintenance and support agreement covered in by the Agreement or incorporated into the Agreement for so long as the County pays the annual recurring fee.
   2. Contractor does not warrant that the operation of Licensed Software and its updates will be uninterrupted or error free.
   3. ANY WARRANTIES PROVIDED HEREUNDER SHALL BE VOID IF FAILURE OF THE LICENSED SOFTWARE HAS RESULTED FROM AN ACT OF GOD OR ABUSE OR MISUSE BY THE COUNTY.
   4. EXCEPT AS EXPRESSLY PROVIDED HEREIN, THERE ARE NO OTHER WARRANTIES EXPRESSED OR IMPLIED. CONTRACTOR DISCLAIMS ANY IMPLIED OR OTHER WARRANTIES NOT OTHERWISE EXPRESSED IN THIS AGREEMENT.
   5. Contractor also warrants that the System is free from viruses and/or malicious software which would prevent the System from being operated as described and set forth in the Contract.

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