

**Office of Procurement Services**

P.O. Box 7800 • 315 W. Main St., Suite 416 • Tavares, FL 32778

**SOLICTATION: NEXT GENERATION (NG) CALL HANDLING EQUIPMENT** 05/30/2023

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM CHANGES THE DATE FOR RECEIPT OF PROPOSALS FROM 06/03/2023 TO 06/29/2023.

**QUESTIONS/RESPONSES**

Q1. Regarding Attachment 2: In the pricing sheet we must list the pricing of each component. For the products we are planning on providing, our prices are an MRC per position and an NRC per site. All the services describe in technical and functional requirements will be bundled together with these 2 pricing components. How would the County like vendors to represent that pricing on the pricing sheet?

R1. Use the existing pricing sheet for MRC and NRC. See example below:

Description: MRC per Position

Qty: Number of Positions (within each site)

Unit Price: Cost per position

Description: NRC per Site

Qty: 1 (within each site)

Unit Price: Cost per site

Q2. Regarding Attachment 2: The pricing sheet does not have any room for network MRCs. If the customer wishes to procure a hosted solution, will they be purchasing through another vehicle or would the County like the vendors to also supply network costs? If the customer would like us to supply network costs, will the customer please provide a pricing sheet that can accept MRCs?

R2. See R1 Above breaking out any costs by description and the way they will be billed and for what network components.

Q3. Regarding Attachment 2: If the customer would like us to supply network costs, will the customer place provide a pricing sheet that can accept MRCs?

R3. See R1 Above.

Q4. Regarding Exhibit A, 18, Training Courses to be Provided: The Contractor shall provide an intensive training program… Please define what is meant by “intensive training”?

R4. All Training courses offered for the proposed solution. User, Administrative and Technical, online and in person as part of the proposal and for future training needs/requirements.

Q5. Regarding Exhibit C, General Terms and Conditions, Page 2: Suppose Vendor A is a reseller for Vendor B and C. Vendor A submits two proposals, one with Vendor B and one with Vendor C. If Vendors B and C also bid direct, is this considered collusion?

R5. We would consider each submittal independently and would not be considered collusion.

Q6. Regarding Exhibit C, General Terms and Conditions, Collusion, Page 2: Define “related parties”?

R6. A person or company, for example a shareholder or a company in the same business group, that is connected to the person or company previously mentioned and that often has some control or influence over that person or company. Examples or related parties are affiliates, other subsidiaries under common control, owners of the business, its managers, and their families, the parent entity, and thrusts for the benefit of employees.

Q7. Regarding Exhibit D, Current Configuration: Essentially, should vendors proceed as if Mt. Dora PD is no longer part of the RFP and the SO has 14 positions instead of 12?

<https://www.wesh.com/article/mount-dora-police-lake-county/43637134>

R7. All Mount Dora configurations should be planned to move to the Sheriff’s Office for purpose of this proposal. Please identify them separately for administrative purposes.

Q8. Regarding Exhibit H, Vendor Contract Language Guide: This document refers to “the State and Federal Grants Agreement with the Department of Management Services (DMS)”. Is this referring to Exhibit G, State Grants Agreement, or where can we find this Agreement?

R8. Yes, Exhibit G.

Q9. Regarding Section 3.2, does the County want disaster recover/off-site use laptops included? If so, how many per PSAP?

R9. Yes. Quantity and configuration to reproduce the existing seats.

Q10. Regarding Section 3.5, what is the total (911 & admin) call volume for the County?

R10. 753,247 for 2022

Q11. Regarding Section 8.1, What is the total number of calltakers and supervisors per PSAP?

R11. See Report.

Q12. Regarding Section 21.1, does the County want PSAPs to have a video dashboard?

R12. Yes for real time statistics of each particular PSAP as well as system wide.

Q13. Regarding Exhibit C, General Terms and Conditions, Page 8 Certificate of Competency/Licensure, Permits, and Fees, is the Certificate of Competency/licensure required to be submitted with our response?

R13. This is standard language included, but not required, with all solicitations.

Q14. Will the County consider a 30 day extension to the due date to allow sufficient time for responses to the Q&A and for complete solutioning?

R14. See above.

Q15. Regarding Exhibit D, Current Configuration, could the County please provide clarification for the following items:

Q15A. Is this the configuration that the County desires vendors to include in their proposal or are there changes to this configuration?

Q15B. Do Nodes have positions associated with them? If not, will Nodes be in dedicated Data Centers?

Q15C. Are all PSAPs shown designated as remote sites?

Q15D. Will these remote PSAPs need remote survivability, for example an on-premise server?

R15. See below:

R15A. This is the current configuration. Each vendor should propose their method and associated configuration and costs.

 R15B. All are configured as Remotes. Method of each vendor should be proposed.

 R15C. Yes, under current configuration.

 R15D. Method of survivability must be proposed.

Q16. In reference to item 16.3, Remove Work Extended included in Attachment 4, Functional and Technical Requirements, will the County please provide the following information:

Q16A. How many positions must have Remote Call taking capability, for example from a Command Bus or Supervisor Vehicle using cellular connectivity?

Q16B. For remote call taking laptops, can the County connect to FirstNet or Verizon for cellular connectivity?

R16. See below:

 R16A. Reproduced by each PSAP position count.

 R16B. Yes. Desires solution must include the proposed connectivity.

Q17. In refence to Section 7, text to 9-1-1, does the County want/expect the selected vendor to supply TCC services as part of this bid? Or is this requirement for connection purposes only? Please clarify?

R17. Connection only required. If there is an option available by a proposer to include, this will be reviewed as part of the process. Annual maintenance must be broken out per site into sections as listed on the price sheet – maintenance without text portion and then the text portion independently identified and billed. This is for billing purposes and current State reimbursement requests for Text to 0-1-1 service available.

Q18. We would like to verify Lake County SO Admin Analog overview. There are 2 rows, one with 12 analog and one with 10 analog. Since these are both in one building, is one of them running as a satellite? If that is the case going forward, does it still make sense to keep it as such?

R18. One is Sheriff’s Office and the other is Fire Rescue Emergency Dispatch. Two independent PSAPs co-located in the same space.

Q19. SIP voice/SIP txt are listed as SO and LBPD are these the only 2 placed there are 800C SBCs?

R19. Yes, currently only at the Nodes with remote trunking to the Remote PSAPs.

Q20. If one of the Lake SO is split as a satellite, are there 2 SBCs at Lake County SO?

R20. Yes, there is an SBC at both Nodes.

Q21. There are admin phones listed at all PSAPs, are these Intrado SNOM phones? If so, what are the county of count of SNOM phones per site?

R21. Yes, all PSAPs have Admin lines at their location for survivability. These analog lines are connected to the VIPER network via AIMs.

Q22. Please provide Lake County’s anticipated selection/award date.

R22. Unknown at this time.

Q23. Will the solicitation process include potential site visits and/or demos?

R23. See RFP’s Section 3.0, Pre-Proposal Conference.

Q24. Please consider revising Exhibit C, General Terms and Conditions to the following:

 **WARRANTY**

All warranties express and implied, must be made available to the County for goods and ~~support~~ services covered by a solicitation. All goods furnished must be fully guaranteed by the Contractor against factory defects and workmanship. They will be covered by the most favorable commercial warranty given for comparable quantities of products or services and the rights and remedies provided in the Contract will be in addition to the warranty and do not limit any right afforded to the County by any other provision of a solicitation. Contractor shall correct any and all apparent and latent defects that may occur to the goods or ~~support~~ services within the manufacturer’s standard warranty period at no expense to the County. The special conditions of a solicitation may supersede the manufacturer’s standard warranty.

R24. Warranty may be changed, removing “support.” Adding the language “Goods and services” is acceptable.

Q25. Please consider revising Exhibit C, General Terms and Conditions to the following:

 **DEFICIENCIES IN WORK TO BE CORRECTED BY THE CONTRACTOR**

Contractor shall promptly correct all apparent and latent deficiencies or defects in ~~professional~~ services, or any ~~professional~~ services that fails to conform to the Contract documents regardless of project completion status. All corrections must be made within seven (7) calendar days after such rejected defects, deficiencies, or non- conformances are reported in writing to the Contractor by the County's project administrator. Contractor must bear all costs of correcting such rejected work. If the Contractor fails to correct the work within the period specified, the County may, at its discretion, notify the Contractor, in writing, that the Contractor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within seven (7) calendar days of receipt of the notice. If the Contractor fails to correct the work within the period specified in the notice, the County may place the Contractor in default, obtain the ~~professional~~ services of another Contractor to correct the deficiencies, and charge the incumbent Contractor for these costs, either through a deduction from the final payment owed to the Contractor or through invoicing. If the Contractor fails to honor this invoice or credit memo, the County may terminate the contract for default.

R25. This may be changed, removing “professional” and leaving as “services.”

Q26. Consider revising Exhibit C, General Terms and Conditions to the below. We offer repair, replace or refund. We will not pay for a competing product:

 **ACCEPTANCE OF GOODS OR SERVICES**

The products delivered as a result of a solicitation will remain the property of the Contractor, and services rendered under the Contract will not be deemed complete, until a physical inspection and actual usage of the products or services is accepted by the County and is in compliance with the terms in the contract.

Any goods or services purchased as a result of a solicitation or Contract may be tested/inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the County reserves the right to terminate the Contract or initiate corrective action on the part of the Contractor, to include return of any non-compliant goods to the Contractor at the Contractor’s expense**,** requiring the Contractor to either provide a direct replacement for the item, or a full credit for the returned item. The Contractor shall not assess any additional charges for any conforming action taken by the County under this clause. The County will not be responsible to pay for any product or service that does not conform to the Contract specifications.

R26. The intent is a like product or services that the contractor could not deliver.

Q27. Consider revising Exhibit C, General Terms and Conditions to the following:

**INDEMNIFICATION**

To the extent permitted by law, the Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys’ fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of third party claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from infringement of registered intellectual property rights, gross negligence or willful misconduct by the Contractor or its employees, agents, servants, partners, principals or subcontractors. The Contractor shall pay all claims and losses in connection with those claims and losses, 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 attorneys’ fees which may be awarded. The Contractor expressly understands and agrees that any insurance protection required by the Contract or otherwise provided by the Contractor will in no way limit the responsibility to indemnify, keep and hold harmless and defend the County or its officers, employees, agents, and instrumentalities as provided in a solicitation or any Contract arising from a solicitation.

R27. This change will not be considered.

Q28. We have included our standard term and conditions for consideration.

R28. The submitted standard Terms and Conditions will not be accepted or considered.

Q29. Will the County consider contracting off its existing Agreement with Lumen (“CenturyLink Master Services Agreement – Public Safety Version,” executed on February 12, 2019, and amended on March 23, 2021)? This could be accomplished by a second amendment that includes a statement of work (“SOW”), applicable service schedules adding the relevant services, mandatory State of Florida Grant flow-downs, and subcontractor documents (End User License Agreement and Data Protection Agreement). Additional terms and conditions can be added during negotiation if the County is amenable to using the existing agreement as a baseline for developing a contract between the parties.

R29.This would be reviewed for compatibility and acceptability under the current Procurement guidelines and should be noted in the proposal.

Q30. Regarding Attachment 4, Item 28.3 System Growth, the County is requesting a “25% growth of calltaker, system, line, and truck capacity”. Does this mean the County is requesting pricing for 25% more of what is requested in the RFP or does the system just need to be capable of increases should the county wish to purchase more positions? In terms of the network and trunk capacity, the network is not being requested in this RFP. We will provide equipment that is capable of handling an increased trunk capacity but unless the language in the RFP is changed, we cannot propose the network.

R30. Capacity is desired within the proposal with options for adding additional equipment necessary to meet growth requirement. This is a required minimal growth capacity of the system. Proposals should allow for system and network capacity ports and device growth not to include the necessary trunking equipment to increase this capacity as the network is not being requested in this RFP.

Q31. Regarding Attachment 4, Section 4.3 states “Customer hardware requirements”. Please clarify the requirement. Is the County asking the vendors if our hardware complies with all the hardware requirements laid out in Attachment 4?

R31. No. In this Vendor Response / Explanation, provide hardware requirements for peripherals and equipment.

Q32. Based on Lumen’s existing contract with Lake County, including provisions previously negotiated, Lumen intends, if permitted, to use the existing terms and conditions as a baseline for developing a contract between the parties.

Under this contracting strategy, Lumen will take exception to the below-listed terms and conditions of the RFP, including Exhibit A (“Scope of Work”) and Exhibit C (“Lake County, Florida – General Terms and Conditions”). Additional terms and conditions can be added during negotiation if the County is amenable to using the existing agreement. Lumen agrees to negotiate in good faith with Lake County and is confident the parties will reach a mutually beneficial agreement.

R32. Noted. Identify in your proposal.

Q33. Based on the contracting strategy outlined above, and the understanding that Lumen and Lake County will enter into negotiations upon award, Lumen takes the following exception: Regarding Exhibit A, Lumen requests that the parties use the previously negotiated terms and conditions of the existing contract as a baseline.

R33. Noted. Identify in your proposal.

Q34. Based on the contracting strategy outlined above, and the understanding that Lumen and Lake County will enter into negotiations upon award, Lumen takes the following exception: Regarding Exhibit C, Lumen requests that the parties use the previously negotiated terms and conditions of the existing contract as a baseline.

R34. Noted. Identify in your proposal.

Q35. Based on the contracting strategy outlined above, and the understanding that Lumen and Lake County will enter into negotiations upon award, Lumen takes the following exception: Regarding RFP Section 6.0, Subsection D, Lumen requests that the parties use the previously negotiated terms and conditions of the existing contract as a baseline.

R35. Noted. Identify in your proposal.

Q36. Based on the contracting strategy outlined above, and the understanding that Lumen and Lake County will enter into negotiations upon award, Lumen takes the following exception: Regarding Exhibit B, Lumen requests that the County consider changing the following to Section A:

 A. CONTRACTOR will purchase and maintain at all times during the term of this Contract, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, ~~and which are acceptable to the COUNTY~~, insuring the CONTRACTOR against any and all claims, demands, or causes of action, for injuries received or damage to property relating to the performance of duties, services, or obligations of the CONTRACTOR under the terms and provisions of the Contract. ~~An original~~ A certificate of insurance, indicating that CONTRACTOR has coverage in accordance with the requirements of this section Must be received and ~~accepted by the~~ COUNTY prior to contract execution or before any work begins. It will be furnished by CONTRACTOR to the COUNTY’S Project Manager and Procurement Services Director within five working days of such request. The parties agree that the policies of insurance and confirming certificates of insurance will insure the CONTRACTOR in accordance with the following minimum limits:

R36. This proposed change will not be considered.

Q37. Based on the contracting strategy outlined above, and the understanding that Lumen and Lake County will enter into negotiations upon award, Lumen takes the following exception: Regarding Exhibit B, Lumen requests that the County consider changing the following to Section E:

 E. CONTRACTOR Must provide a copy of all policy endorsements, reflecting the required coverage, with Lake County listed as an additional insured along with all required provisions to include waiver of subrogation for losses caused by and to the extent of Contractors negligence. Contracts cannot be completed without this required insurance documentation.A certificate of insurance (COI) will not be accepted in lieu of the policy endorsements.

R37. This proposed change will not be considered.

Q38. Based on the contracting strategy outlined above, and the understanding that Lumen and Lake County will enter into negotiations upon award, Lumen takes the following exception: Regarding Exhibit B, Lumen requests that the County consider removing Section G:

R38. This proposed change will not be considered.

Q39. Regarding Exhibit A, Scope of Work, 11. Right to Require Performance: In the event of the County’s determination of failure of the Contractor to deliver services in accordance with the Contract terms and conditions, Lumen will work with the County to equitably cure such failure in a timely and cost-effective manner acceptable to both parties.

R39. Noted. Identify in your proposal.

Q40. Regarding Exhibit I, Performance/Payment Bond, Lumen can provide performance bonds. However, please note that Lumen currently has many clients with service scope and contract value similar to those proposed within this response and these companies are satisfied with Lumen's financial standing and credit rating. As such, Lumen would seek to have any bonding requirement waived in light of our company’s financial standing.

Lumen does not provide parent company guarantees. Bonds, when required, would be issued in the name of the Lumen subsidiary company providing the service.

Lumen’s financials as seen here Lumen Investor Relations

R40. This proposed requirement will not change.

Q41. Regarding Attachment 1, Submittal Form, 2.0 Payment, Lumen does accept MasterCard. Please note that there may be a fee assessed if a credit card is used for payment. ACH via CTX format is the preferred method of payment.

R41. The vendor is not obligated to accept MasterCard.

Q42. Regarding Attachment 2, Section 10.1, 10.2, and 10.3, this is on Intrado’s roadmap and will provide at that time.

R42. Noted. Identify in your proposal.

Q43. Attachment 4, 10.1 to 10.3, Real-Time Transcription: This is on Intrado’s roadmap for the second half of 2024.

R43. Noted. Identify in your proposal.

Q44. Attachment 4, 20.1, Interactive Dashboard Reports: **.** “Near-real-time” readiness of reporting and data accessibility, as provided by Intrado, is in all cases subject to inherent delays beyond Intrado’s control, including but not limited to data-source processing and logging latency, data transmission latency and buffering, etc.   All data is made readily available for immediate use once data is transmitted via the API and/or detected via robust monitoring services, as provided by Intrado, and as subject to the aforementioned conditions. "

R44. Noted. Identify in your proposal.

Q45. Regarding Attachment 2, are part numbers required? Our service offering is a managed services with no specific part numbers.

R45. Identify Service Offering and NA for part numbers.

Q46. Are the Lumen and Summit Broadband networks available to use in this solution?

R46. Yes.

Q47. What is the bandwidth of Lumen and Summit networks?

R47. 25 MG between sites, 1 GB between nodes

Q48. Are other shared services (i.e. CAD) utilizing the Lumen and Summit networks?

R48. No due to CJIS compliance. Used in case of COOP Plan evacuations to support agency laptop connectivity at the hosting facility.

Q49. Regarding Section E, 1, Vendor Profile, Both Program Manager and Project Manager are listed under Solicitation Section E,1. Vendor Profile. These have two different meanings within the industry. Can you please confirm if it is the County’s intent for the bidder to propose a Project Manager with 3 references? Or both a Project Manager and Program Manager?

R49. Please submit a verifiable response putting the firm’s best foot forward.

Q50. Regarding Attachment 3, References and Solicitation Section E, 1, Vendor Profile, can the County please confirm that Attachment 3 should identify projects the bidding company has completed within the last 5 years? It would be restrictive to require a single PM within a company had 3 – 5 projects completed with the company during that timeframe given most 9-1-1 project implementation timelines.

R50. In order to evaluate all responses, firms shall submit as requested.

Q51. Regarding Attachment 4, is a description required for Column F for every response?

R51. As necessary for clarity of the response that will be reviewed by the selection committee.

Q52. In Section 1.1.3 this Exhibit references the Grantee’s Award letter which is provided as Exhibit F. Section 1.1.4 references the Grantee’s Application. Since the General Terms and Conditions require the Vendor to comply with all requirements of the grant funding entity applicable to the use of the monies, can the Grant Application also be provided?

R52. The application was submitted to the State of Florida E911 Board and awarded on May 20, 2022 to Lake County Board of County Commissioners during the Spring 2022 State - Reimbursement Grant Program

**ACKNOWLEDGEMENT**

Firm Name: Click or tap here to enter text.

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: Click or tap here to enter text.

Date: Click or tap to enter a date.

Print Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Primary E-mail Address: Click or tap here to enter text.

Secondary E-mail Address: Click or tap here to enter text.