

Solicitation 201921KW

Next Generation 911 IP ESINET and CPE Replacement

Bid Designation: Public



Sarasota County

Bid 201921KW

Next Generation 911 IP ESINET and CPE Replacement

Bid Number 201921KW
 Bid Title Next Generation 911 IP ESINET and CPE Replacement

Bid Start Date Jan 8, 2020 12:43:03 PM EST
 Bid End Date Feb 12, 2020 2:30:00 PM EST
 Question & Answer End Date Jan 29, 2020 5:00:00 PM EST

Bid Contact Kate Wood
 Procurement Analyst
 OFM - Procurement
 941-275-2835
 kgwood@scgov.net

Contract Duration 3 years
 Contract Renewal 2 annual renewals
 Prices Good for 120 days

Bid Comments **Sarasota County ("County"), a political subdivision of the State of Florida, will receive replies on the date indicated in BidSync for the purpose of selecting a qualified respondent to provide a NG911 IP Network which shall comply with National Emergency Number Association (NENA) Standards, and ESInet replacement and CPE hardware and software solution. Respondents are required to comply with Part II, Functional Software Requirements.**

Required Vendor Qualifications **NO LOBBY, IMMIGRATION, LEGAL NAME**

Item Response Form

Item 201921KW--01-01 - Letter of Interest

Quantity 1 sheet

Prices are not requested for this item.

Delivery Location **Sarasota County**
No Location Specified

Qty 1

Description

Upload single page Letter of Interest pursuant to Part I, Section 7.5.1.

Item 201921KW--01-02 - Resumes

Quantity 1 each

Prices are not requested for this item.

Delivery Location **Sarasota County**
No Location Specified

Qty 1

Description

Upload resumes of Key Personnel pursuant to Part 1 Section 7.5.2.

Item 201921KW--01-03 - Experience

Quantity 1 each

Prices are not requested for this item.

Delivery Location Sarasota County

No Location Specified

Qty 1

Description

Upload Experience pursuant to Part 1 Section 7.5.3.

Item 201921KW--01-04 - Products and Services

Quantity 1 each

Prices are not requested for this item.

Delivery Location Sarasota County

No Location Specified

Qty 1

Description

Upload Products and Services pursuant to Part 1, Section 7.5.4.

Item 201921KW--01-05 - Technical Environment

Quantity 1 each

Prices are not requested for this item.

Delivery Location Sarasota County

No Location Specified

Qty 1

Description

Upload Technical Environment pursuant to Part 1, Section 7.5.5.

Item 201921KW--01-06 - Comprehensive List of Government Clients

Quantity 1 each

Prices are not requested for this item.

Delivery Location Sarasota County

No Location Specified

Qty 1

Description

Upload Comprehensive List of Government Clients pursuant to Part I, Section 7.5.6.

Item 201921KW--01-07 - Project Approach

Quantity **1 set**

Prices are not requested for this item.

Delivery Location **Sarasota County**

No Location Specified

Qty 1

Description

Upload Project Approach pursuant to Part I, Section 7.5.7..

Item **201921KW--01-08 - Schedule/Timeline**

Quantity **1 each**

Prices are not requested for this item.

Delivery Location **Sarasota County**

No Location Specified

Qty 1

Description

Upload a Schedule/Timeline pursuant to Part I, 7.5.8.

Item **201921KW--01-09 - Compensation**

Quantity **1 each**

Prices are not requested for this item.

Delivery Location **Sarasota County**

No Location Specified

Qty 1

Description

Upload Compensation pursuant to Part I Section 7.5.9.

INVITATION TO NEGOTIATE (ITN) – PART I

ITN #: 201921KW

ITN TITLE: NEXT GENERATION 911 (NG911) IP NETWORK EMERGENCY SERVICES INTERNET PROTOCOL NETWORK (ESINET) AND CUSTOMER PREMISES EQUIPMENT (CPE) REPLACEMENT

1.0 PURPOSE

Sarasota County ("County"), a political subdivision of the State of Florida, will receive replies on the date indicated in BidSync for the purpose of selecting a qualified respondent to provide a NG911 IP Network which shall comply with National Emergency Number Association (NENA) Standards, and ESInet replacement and CPE hardware and software solution. Respondents are required to comply with Part II, Functional Software Requirements.

2.0 RESPONDENT

- 2.1 For the purpose of this ITN, the term "Respondent" is defined as the legal entity submitting a response.
- 2.2 Respondents intending to submit a response as a joint venture with another company must provide documentation attesting to the formation of that joint venture with their response.

3.0 COUNTY'S TECHNICAL ENVIRONMENT

- 3.1 The County operates its computer systems on an IP based LAN/WAN network. The core locations are 10GB enabled with remote locations as low as 1.5 mb throughput. Access layer connectivity speed is fast Ethernet 10/100 Mbps, with 1G available in select locations.
- 3.2 The County uses Microsoft Active Directory and Exchange server for e-mail.
- 3.3 The County standard is MS Server and MS SQL.
- 3.4 The County uses current Windows endpoints.
- 3.5 The County currently is using Internet Explorer version 11.
- 3.6 All authentication mechanisms must utilize a current form of encryption (SLDAP, HTTPS, and the like) using no less than 128bits and a certificate signed by a trusted root authority.
- 3.7 All remote access to the County network will utilize the County's VPN software client, currently Checkpoint.

4.0 BACKGROUND

Sarasota County Public Safety Communications Center (PSCC) serves an area of 725 square miles which includes barrier islands, rural, suburban, and urban areas. The County's non-seasonal population consists of approximately 400,000 residents however, during season, the County's population increases to approximately 18%. In addition, it is forecasted that County population will

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grow to 450,000 permanent residents with an additional 18% to account for seasonal residents from present date to 2030.

In 2015, Sarasota County migrated to a West ESINet from the Frontier 5E Tandem with connections in the primary Public Safety Answering Point (PSAP) located in the Emergency Operations Center, 6050 Porter Way and in the secondary PSAP located in the North Port Police Department, 4980 City Hall Blvd. This contract is for the design, installation and maintenance of an NG911 IP Network that is NENA Standard i3 compliant at time of install and must be capable of maintaining i3 compliance as technology and i3 standards evolve. The network will interconnect with two (2) PSAPs throughout Sarasota County and with Frontier's 5E Tandem switches in Hillsborough County.

5.0 QUALIFICATIONS

5.1 The Respondent must have experience successfully implementing, maintaining, and supporting a NG911 IP Network to NENA Standards and ESInet replacement software solution for clients of similar size as Sarasota County.

5.2 Experience with supporting a 911 CPE to NENA standards.

6.0 ITN SCHEDULE

The anticipated schedule and deadline for the ITN and Contract approval are as follows and are subject to change at any time:

ITN Responses due	2/12/2020
Evaluation Meeting & Identification of Selected Firms	2/26/2020
Presentations by Selected Firms	3/4/2020
Contract Negotiations	3/9/2020
Contract Award by Board of County Commissioners	June 2020

7.0 SUBMITTAL DOCUMENTS

7.1 **Electronic Forms** - The forms below are provided as attachments to this ITN. Failure to complete and submit any of the requested forms electronically with a submittal may be cause to declare a Respondent non-responsive.

7.1.1. **Proposer Information (RPS INFO) Form**– Provides basic information about the respondent, including contact information, summary of qualifications and disclosure.

7.1.2. **Respondent Team Form** - If the Respondent intends to subcontract with another entity for performance of a material portion of this work or enter into a joint venture or other business relationship for that purpose, all such entities (the Respondent Team") and their anticipated contribution for the work shall be identified on this form.

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- 7.2 **Required Qualification Documents** – All Respondents must complete the qualifications listed below in BidSync prior to the submittal due date and time. Failure to complete any of the required qualifications by the specified due date and time, may be cause to declare a Respondent non-responsive.
- 7.2.1. **(REQUIRED) No Lobby Qualification:** All Respondents must complete a No Lobby qualification in BidSync prior to the submittal due date and time.
- 7.2.2. **(REQUIRED) Immigration Qualification:** All Respondents must verify they meet Federal and State employment eligibility requirements by completing the Immigration Qualification (Employment Eligibility) in BidSync prior to the submittal due date and time.
- 7.2.3. **(REQUIRED) Legal Name:** All Respondents must provide the legal name of the organization submitting the bid by completing the Legal Name qualification in BidSync prior to the submittal due date and time. If respondent is a joint venture, a copy of the Respondent's Florida Department of Business and Professional Regulation filing must be uploaded.
- 7.3 **JV (Joint Venture) Qualification:** Respondents submitting as a joint venture or partnership must complete the JV qualification (and upload all required joint venture documentation) in BidSync prior to the submittal due date and time.
- 7.4 **Public Records Disclosure (PR):** Respondents claiming an exemption from public records disclosure under Florida public records law must complete the PR qualification (and upload all required documentation) in BidSync prior to the submittal due date and time.
- 7.5 **Other Required Documents** - In addition to the forms listed above, proposals must include all of the documents listed below. All requested documents must be provided in electronically in PDF format. Failure to submit any of the requested documents may be cause to declare a Respondent non-responsive.
- 7.5.1. **Letter of Interest** – All replies must include a single page Letter of Interest.
- 7.5.2. **Resumes** of all Key Personnel, including sub-consultants.
- 7.5.3. **Experience** – Provide a brief history of the firm, including number of years in business, pertinent capabilities and evidence of experience and resources necessary to successfully provide the services requested in Part II Scope of Services. In addition, the proposer should include any actions in the past 12 months that their company has taken to advance the capabilities of 911

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pertaining to new and industry leading technology—such as text messaging, real time text, location accuracy and cell phone media.

Provide a narrative of your firm’s qualifications and experience in providing engineering, installation & on-going maintenance of the network specified in this Part II Functional Software Requirements, including but not limited to:

- a. Number of employees are dedicated to 911 research, development, and services
- b. Respondent’s years of experience providing 911 research development, and services
- c. Describe the financial stability of your company.
- d. Provide corporate organizational structure and include a summary of resources allocated to 911 research, development. This includes, but is not limited to, Network Operations Center, On-site maintenance, and Engineering.
- e. Describe your company’s development program for new 9-1-1 service and applications.
- f. Demonstrate your ability, based on your company’s relationships with regulated carriers, to establish interconnect agreements for 911 call hand-off and transfers.
- g. Describe your firm’s background, experience, and process to ensure connectivity to public safety 911 CPE and Voice Logging Recorders.

7.5.4. Products & Services - Provide a written narrative describing the products and services offered that the County should consider for possible purchase and implementation of a software solution that meets the specifications as described in Part II – Functional Software Requirements.

- a. Provide information about the (1) license structure; (2) any recurring services, such as software support and maintenance or subscription/hosting services; and (3) professional services typical of an implementation similar to the County, that may or may not include, assessment or scope discovery, business analysis, business process design and reengineering, project formulation, project implementation, data conversion, data migration, training, travel related expenses, etc.
- b. Provide a summary of the proposed monitoring, support, maintenance, and warranty plans.
- c. Identify any partners, value added resellers or third-party implementers that you would typically work with in the implementation (in part or in whole) of a system meeting the specifications as described in Part II – Functional

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Software Requirements. The County envisions a significant business analysis / planning phase prior to the actual implementation of the proposed solution, which may require the expertise of a third-party consultant or implementer or vice versa.

- d. Include a checklist or matrix of features that demonstrates how your software meets or does not meet the desired software functionality described in Part II, Section 2.0.
- e. Provide a summary of how your solution complies with NENA Data Standards. This summary should also detail any other industry standard protocols that your solution supports. Indicate if your solution supports American National Standard Institute (ANSI) Emergency Information Services Interface (EISI) and Emergency Services Messaging Interface (ESMI) standards for communications. If it does not meet these standards, detail how you propose supporting other vendors' applications, solutions, and databases which are being built to these standards.

7.5.5. Technical Environment - Provide a written narrative describing how your software solution meets or does not meet the County's technical requirements, as described in Part I, Section 3.0 County's Technical Environment. Identify any additional hardware or software necessary to successfully implement your solution in the County's environment.

7.5.6. Comprehensive List of Government Clients - Provide a comprehensive list of government clients you have provided similar services to within the past five years. Customer list should detail specifics of deployments, including any deployments to other PSAPs within Florida for NG911 i3 networks, of similar or greater size as Sarasota County. Include a description of services provided to each customer and location where services were provided, contact name, and phone number.

7.5.7. Project Approach - Describe your approach to providing the scope of services required. Project Approach should:

- a. Describe how your firm proposes to complete repairs and maintenance for the equipment specified in this ITN.
- b. Provide a narrative as to how your firm will furnish a two-hour response to a service call as required.
- c. Provide a narrative as to how your firm provides 24 hour services and what other services are available (trouble shooting, etc.)
- d. Voice Over Internet Protocol (VoIP) based 911 emergency call handling system requests:
 - i. Describe your plan for supporting the evolution to a NENA i3 end-state.

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- ii. Describe your capabilities to support a Geographic Information Services (GIS) based Master Street Address Guide (MSAG).
- iii. Describe your process for ensuring network redundancy and diverse routing
- iv. Describe your experience in delivering VoIP based 911 systems.
- v. VoIP based equipment shall be provided in a factory-staged enclosed cabinet. Cabinet shall be a lockable metal cabinet.
- vi. Proposer shall describe the data centers where their solution shall reside highlighting geographic diversity where applicable.

7.5.8. **Schedule/Timeline** - Provide a master timetable that is comprehensive and achievable.

7.5.9. **Compensation** - Provide a sample pricing schedule of the typical costs associated with the purchase and implementation of your software solution, which corresponds to Part II – Functional Software Requirements.

Provide a copy of the proposed Service Level Agreement for these services.

Fees should include, but are not limited to:

- a. Licensing Fees (if proposed)
- b. Ongoing Support and/or Software Maintenance Fees
- c. Ongoing Hosting and/or Subscription Fees (if proposed)
- d. One-Time “not to exceed” Professional Services Fees (assessment or scope discovery, business analysis, business process design and reengineering, project formulation, project implementation, data conversion, data migration, training, travel related expenses, etc.).

8.0 **SUBMISSION TERMS**

8.1 **ACKNOWLEDGMENT:** By submitting a Reply, the Respondent certifies that it: (i) has fully read and understands these materials and all associated addenda and documents; (ii) has complete knowledge of the scope, nature, costs and quality of work to be performed; and (iii) has agreed to all of the terms and conditions of this ITN.

8.2 **INTERVIEWS:** The County reserves the right to conduct interviews or require presentations of all Respondents prior to selection. The County will not be liable for any costs incurred by the Respondents in connection with such interviews/presentations (i.e. travel, accommodations, etc.).

8.3 **REQUEST FOR MODIFICATION:** The County reserves the right to request

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that some or all of the Respondents modify their replies to more fully meet the needs of the County.

- 8.4 REQUEST FOR ADDITIONAL INFORMATION: The Respondents shall furnish such additional information as the County may reasonably require as requested. This includes information which indicates ability to perform. The County reserves the right to make investigations of the qualifications of the Respondents as it deems appropriate.

9.0 SUNSHINE LAW EXEMPTIONS

- 9.1 The exemption under F.S. §286.0113 provides that for all “competitive solicitations”:

- 9.1.1. Any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation,
- 9.1.2. Any portion of a meeting at which a vendor makes an oral presentation as part of a competitive solicitation,
- 9.1.3. Any portion of a meeting at which a vendor answers questions as part of a competitive solicitation, or
- 9.1.4. Any portion of a team meeting at which negotiation strategies are discussed is exempt from s. 286.011 and s. 24(b), Art. I of the State Constitution.

An exemption from the Sunshine law means that the meeting does not have to be noticed, open to the public or have minutes taken. The statute does provide that a verbatim recording of the meeting must be made. The recording and any records presented at the meeting are also exempt from public records disclosure until 30 days after opening of the bids, proposals or replies, or notice of an intended decision, whichever is earlier. The exemption does not apply to the evaluation/ranking portion of a Selection Committee meeting, the approval of a Respondent to negotiate with, or approval of the final contract.

10.0 GENERAL TERMS AND CONDITIONS

Respondents shall abide by the Sarasota County General Terms and Conditions of Solicitations, attached hereto and incorporated herein.

11.0 REPLY REQUIREMENTS

All replies shall be submitted electronically. All Respondents should be aware that some documents are to be completed in BidSync and others will be uploaded to BidSync. Respondent must be registered as a vendor in Bidsync.com prior to submitting. Sarasota County is not responsible for the

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accuracy of solicitation documents and information obtained from any source other than Bidsync.com.

12.0 SELECTION PROCESS

12.1 All timely replies received from Respondents shall be considered by the County's Selection Committee.

12.2 Respondents will be evaluated on the basis of the information they provide as requested in this ITN. The Selection Committee will review the submittals and determine the best qualified Respondent(s). The Selection Committee will evaluate the information using the criteria specified in Section 12.4.

12.3 Submittal Review

12.3.1. The Selection Committee will review the submittals based on the evaluation criteria. The Selection Committee will then determine the number of Respondents it wishes to have presentations from and/or question and answer sessions with.

12.3.2. Presentations. Respondents selected for presentations shall be notified of the date and time scheduled for their presentation. Notice of any public meetings pertaining to this ITN shall be posted at www.scgov.net. Respondents are instructed to contact Sarasota County Procurement if no meetings are indicated on the website and the Respondent wishes to confirm whether meetings have been scheduled.

12.3.3. Question and answer session. Respondents selected for a question and answer session shall be notified by the County of the date and time scheduled for their session. Such session may be held concurrently with or subsequent to a presentation.

12.3.4. Best and Final Reply. Respondents may be asked to submit a best and final reply by the Selection Committee.

12.4 Evaluation Criteria

12.4.1. Staff Experience and Team Organization: The credentials and experience of the Respondent's team members, including the team's organization and management structure.

12.4.2. Project Approach: Completeness and clarity of the Respondent's approach to the project, and the ability of the approach to accomplish the County's overall objectives.

12.4.3. Functional Software Requirements: Ability of proposed solution to meet the County's functional software

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requirements and technical requirements.

12.4.4. Comparable Implementation Experience: The Respondent's experience implementing software in a similar technical environment.

12.4.5. Comparable Project Experience: The Respondent's past experience in undertaking similar projects.

12.4.6. Cost: The total cost of the Project.

12.5 Selection for Negotiation

Based on the Selection Committee's overall assessments of the replies, presentations, and question and answer sessions, one or more Respondents may be invited to enter into negotiations with the Negotiation Team.

13.0 NEGOTIATION PROCESS

13.1 RESERVATIONS AS TO MODE OF NEGOTIATIONS: The County reserves the right to negotiate concurrently or separately with one or more competing Respondents, to combine competing replies and to finalize or terminate the negotiations process at any time in the submittal process that the County determines, in its sole judgment, that such action would be in the best interest of the County. All negotiations shall be conducted in the manner, time, place and scope as determined in the County's sole discretion. The County shall have the right, in its sole discretion to select from among the short-listed Respondents (identified as provided below) for negotiations. No short-listed Respondent shall have the right to participate in negotiations if not selected to do so by the County. The County shall have the right to terminate negotiations with any Respondent at any time. No Respondent selected for negotiations shall have the right to present supplemental or alternative replies or terms, except as expressly provided herein or as expressly requested and approved by the Negotiation Team and/or Procurement in writing during the negotiation process. No Respondent shall have the right to present a best and final offer, unless directed by County in its sole discretion.

13.2 RESERVATIONS AS TO REJECTION AND WAIVER: The County reserves the right to reject any and all replies pursuant to this Invitation to Negotiate, if it determines such action is in the best interest of the County. The County reserves the right to waive minor irregularities in submitted replies.

13.3 NEGOTIATIONS

13.3.1. Goal of Negotiations.

The negotiation process is intended to enable the County to determine

INVITATION TO NEGOTIATE (ITN) – PART I

which Respondent presents the best value, whether and with whom it will contract, and to establish the principle terms and conditions of such Contract.

13.3.2. Negotiation Team Retains Discretion

After the initial negotiation session with the shortlisted Respondent(s), in its sole discretion, the Negotiation Team shall determine whether to hold additional negotiation sessions and with which Respondent(s) it will negotiate and whether to negotiate concurrently or sequentially.

13.3.3. Other County Rights During Negotiations

The County, through the Negotiation Team, reserves the right at any time during the negotiation process to:

- a. Schedule additional negotiating sessions with any or all responsive Respondents.
- b. Require any or all responsive Respondents to provide additional revised or final written replies addressing specified topics.
- c. Require any or all responsive Respondents to provide a written best and final offer.
- d. Require any or all responsive Respondents to address services, prices, or conditions offered by any other Respondent.
- e. Pursue a contract with one or more responsive Respondents for the services encompassed by this solicitation, any addenda thereto, and any request for additional revised or final written replies or request for best and final offers.
- f. Arrive at an agreement with any responsive Respondent, finalize principal contract terms with such Respondent and terminate negotiations with any and all other Respondents, regardless of the status of or scheduled negotiations with such other Respondents.
- g. Decline to conduct further negotiations with any Respondent.
- h. Reopen negotiations with any Respondent.
- i. Take any additional administrative steps deemed necessary in determining the final award, including additional fact-finding, evaluation or negotiation where necessary and consistent with the terms of this solicitation.
- j. Review and rely on relevant information contained in the replies received pursuant to Section 7.0.
- k. Review and rely on relevant portions of the evaluations conducted pursuant to Section 6.0.

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- I. The County has sole discretion in deciding whether and when to take any of the foregoing actions, the scope and manner of such actions, the responsive Respondent or Respondents affected and whether to provide concurrent public notice of such decision.

13.4 Final Selection and Notice of Intent to Award

- 13.4.1. The Negotiation Team will recommend for award of the Contract the responsive and responsible Respondent that will provide the best value to the County based on the evaluation criteria. A Notice of Intent to Award will be issued based on that recommendation.
- 13.4.2. The County reserves the right to review and rely on relevant information contained in the replies received and relevant portions of the evaluations conducted.

13.5 Negotiation Team Recommendation

The Negotiation Team will develop a recommendation as to the award that will provide the best value to the County based on the selection criteria. In so doing, the Negotiation Team is not required to score the Respondents, but will base its recommendation on the foregoing selection criteria and will arrive at its recommendation by majority vote. Any score from the selection phase shall not carry over into negotiations and the Negotiation Team shall not be bound by those scores.

14.0 CHANGES IN PROJECT TEAM

- 1.1. A change in the project team of a Respondent after the submission of the reply to this ITN could result in reconsideration of the evaluation criteria, at the sole discretion of the County.
- 1.2. Any changes in the project team of a Respondent should be brought to the attention of the Procurement Contact identified in BidSync as soon as possible after the change is made.
- 1.3. After award of a contract, the successful Respondent shall not be allowed to substitute project team members, without the prior written permission of the County. Substitution may, in the sole opinion of the County, be grounds for cancellation of selection, or termination of contract.

15.0 AWARD

Award shall be made to the Respondent who, in the sole opinion of the County, provides the best value to the County.

16.0 CONSIDERATION OF AGREEMENT

The Board of County Commissioners may approve or reject any resulting agreement in its sole and absolute discretion.

**INVITATION TO NEGOTIATION ("ITN")
PART II - FUNCTIONAL SOFTWARE REQUIREMENTS**

ITN #: 201912KW

ITN TITLE: NEXT GENERATION 911 (NG911) IP NETWORK EMERGENCY SERVICES INTERNET PROTOCOL NETWORK (ESINET) AND CUSTOMER PREMISES EQUIPMENT (CPE) REPLACEMENT

1.0 DESIRED VENDOR CAPABILITIES

- 1.1 The County will need planning assistance before the actual implementation of the NG911 IP Network that is NENA Standard i3 system itself, this may include assessment and scope discovery, business analysis, business process design and reengineering, and project formulation. This planning process will help ensure that the County achieves a well-designed, completely understood and deployed solution. This will require a significant business process analysis and design effort to ensure that the County is operating the NG911 IP Network system to current NENA i3 standards of law, policy and procedures.
- 1.2 The County expects the successful Respondent to be fully qualified and experienced in the planning, design and deployment of the proposed software solution. The Respondent must be capable of planning, managing and executing a large project for clients similar to the size and scope of the County.
- 1.3 The proposed NENA Standard i3 system should have at least three established customers of similar size and scope to the County.
- 1.4 The successful Respondent should be capable of entering into a multi-year agreement that provides ongoing readily available and reliable support and training (onsite and online), software services or hosting, and software maintenance (upgrades), if applicable. The Respondent should be willing to provide for software escrow, and if hosted or a cloud solution is proposed provide a Statement on Standards for Attestation Engagements/Service Organization Control (SSAE 16/18 SOC 2 and SOC 3) report.
- 1.5 Respondent should be capable of supporting legacy features and networks during transition period.
- 1.6 The successful Respondent has Project Management experience and uses industry standard project management methodology in managing the project. The Respondent's Project Manager must be available for weekly status meetings.
- 1.7 The County's security requirements for this contract will require all persons working under this contract be Criminal Justice Information Service (CJIS) cleared by the Sarasota County Sheriff's Office 5 days before being allowed to work on any County property pursuant to the Secure CJIS Facilities Addendum attached to and incorporate herein. The

**INVITATION TO NEGOTIATION ("ITN")
PART II - FUNCTIONAL SOFTWARE REQUIREMENTS**

successful Responent will provide background checks through third party private agencies licensed to provide background checks. These background checks will be provided to the local contact person to be forwarded to the Sheriff. The successful Responent will not charge Sarasota County for providing or having the third-party private agency's conduct the background checks.

- 1.8 This contract will contain vital personnel information which the successful Responent shall be required to fill out such forms as required for security clearances by Sarasota County Sheriff's Department. No contract employee will be allowed to work on County property until clearance is received and ID badge is made. Badges are to be worn at all times when contract employees are working on County property. The 9-1-1 Coordinator will dictate security clearance.
- 1.9 Security policies may change over the course of this contract and the successful Responent is expected to meet these changing requirements and any associated costs.

2.0 DESIRED SOFTWARE FUNCTIONALITY

- 2.1 The proposed software system may be a cloud service, vendor hosted, on-premise, or combination thereof.
- 2.2 The proposed NENA Standard i3 system must be scalable and provide the flexibility to support new or additional departments as the County's business needs change. The County may choose to expand upon or introduce new features made available in the software that were not anticipated, known or developed at the time of the publication of this ITN.
- 2.3 The following bullets below describe what the County believes the software should do. ***However***, the County does not know if such software exists, or as fully or as exactly as written below. **THEREFORE, if your software system does not meet all, but does meet many of these functional requirements, or is substantially similar, PLEASE RESPOND:**
 - a. Telephony Interfaces
 - i. The system shall be capable of converting legacy telephony interfaces to VoIP packets, such that all further CPE call processing is performed via VoIP. Gateways shall be used to convert Central Automatic Message Accounting (CAMA), Plain Old Telephone System (POTS) and Integrated Services Digital Network/ Primary Rate Interface (ISDN/PRI) circuits to VoIP.
 - ii. Support & circuits for the following PSAP CPE positions is required:
 1. The system shall be capable of receiving 911

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PART II - FUNCTIONAL SOFTWARE REQUIREMENTS**

calls delivered via IP using I3 standards.

2. The system shall be capable of transferring and bridging calls to the Public Switch Telephone Network (PSTN) for interfacing with language line, poison control and other 10 digit destinations.
3. The following describes the number of call handling workstations required.
4. The system shall utilize the G.711 codec for best audio quality.
5. The system shall support legacy equal access technologies. Please describe how your solution supports Satellite integration, Text Telephone/ Telephone Device for the Deaf (TTY/TDD) and Real Time Text (RTT) calls.

b. Reliability

- iii. The proposed system shall be fully fault-tolerant and provide five nines (99.999 percent) uptime. Respondent must show how Respondent the proposed system will meet this requirement.
- iv. There shall be no system downtime in the event of component failure, system shall support designs that meet or exceed 50% capacity survivability.
- v. Support for 911 trunks shall be distributed over multiple gateways. These gateways shall be designed specifically for use in a Public Safety environment. Power supplies supporting the CAMA gateways shall be redundant and distributed.
- vi. It shall not be necessary to power down the system in order to replace components. In addition, it shall be possible to remove redundant components that are in standby mode from the system without any interruption in service.
- vii. The system shall use standard Ethernet Local Area Network (LAN) cabling between call handling positions and common equipment. System shall support use of dual LAN connections from each call handling position, each of the two connected to separate LAN switches to prevent loss of a LAN switch from impacting availability of multiple workstations

c. Automatic Location Identification (ALI) Database Access

**INVITATION TO NEGOTIATION ("ITN")
PART II - FUNCTIONAL SOFTWARE REQUIREMENTS**

- viii. ALI requests shall be made immediately after Automatic Number Identification (ANI) has been decoded. (Systems which wait for the call taker to go off-hook before sending requests for ALI will not be considered).
 - ix. In addition to legacy ALI Database access, the proposed system shall also natively support Extendable Markup Language (XML) ALI based lookup.
 - x. If the received ALI is unclear or incomplete, a call taker must be able to command the system to repeat the request to the database.
 - xi. Manual requests of ALI shall be available for a calltaker-entered ANI. There shall be a means of disabling Manual database requests if required by law.
- d. VoIP-Based 911 Emergency call handling system
- xii. The proposed solution shall support deployment under a variety of architectures, ranging from single stand-alone PSAPs to multiple remote PSAPs served by a common geographically diversified platform.
 - xiii. The system common equipment shall be provided in a factory-staged enclosed cabinet. Cabinet shall be a lockable metal cabinet.
- e. Industry Standards
- xiv. Proposed solution must be compliant with the version of the NENA i3 standard in effect at the time of system implementation. Describe how your proposed system will meet this requirement
- f. Support and Warranty
- xv. Vendor must confirm that all patents, rights and permissions required for the proposed solution are in place at the time of the proposal submission. Vendor must confirm that the proposed solution contains no patent conflicts and in cases of such situations, formal agreements are in place with the patent owner prior to the submission of this proposal. Vendor must explain any current patent litigation pertaining to the proposed solution that is in progress and the impact of that litigation to your proposed solution

3.0 DESIRED IMPLEMENTATION SERVICES

- 3.1 Respondent shall provide one-time pre-project services such as assessment, scope discovery, business process review, analysis and

**INVITATION TO NEGOTIATION (“ITN”)
PART II - FUNCTIONAL SOFTWARE REQUIREMENTS**

reengineering, and project formulation.

- 3.2 Respondent shall provide all the one-time services necessary to install, configure, train technical support staff and end-users, and any other required professional and/or project services to provide to the County a fully implemented and functioning solution, using the plans and designs developed.
- 3.3 Respondent shall provide recurring technical support and software maintenance services for all the software, configurations and implementations.
- 3.4 If hosting or a subscription to a Cloud service is proposed, the County requires the Respondent to include all the recurring subscription and/or hosting services required to deliver the proposed solution.

4.0 DESIRED INTEGRATIONS & TECHNICAL REQUIREMENTS

- 4.1 The NENA Standard i3 system should integrate with the County’s Computer Aided Dispatch and Voice Logging Recorder systems.
- 4.2 The NENA Standard i3 system should provide a robust reporting/data export module, and/or allow for Business Objects / Crystal Reports to query against the database.
- 4.3 The software should operate optimally in the technical environment listed in Part I Section 3.0 – COUNTY’S TECHNICAL ENVIRONMENT.



PART III – INSURANCE REQUIREMENTS

CONTRACTOR'S INSURANCE

Contractor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Contract, insurance coverage (including endorsements) and limits as described herein. These requirements, as well as the County's review or acceptance of insurance maintained by Contractor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Contract.

Insurance requirements itemized in this Contract and required of the Contractor shall extend to all subcontractors to cover their operations performed under this Contract. The Contractor shall be responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.

Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VII or better.

Each insurance policy required by this Contract shall apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.

The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject.

Contractor shall furnish Certificates of Insurance to the County Administrative Agent evidencing the types and amounts of coverage, including endorsements, required by this Contract prior to commencement of work and prior to expiration of the insurance contract, when applicable. Such Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) day notice of cancellation (10 days for non-payment of premium) or non-renewal of coverage. Notwithstanding these notification requirements, the Contractor will be required to provide County with at least 5 days prior written notice of any policy cancellation or non-renewal.

The County reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements, herein from time to time throughout the term of this Contract. County reserves the right, but not the obligation, to review and reject any insurer providing coverage due to its poor financial condition or failure to operate legally.

A. COMMERCIAL GENERAL LIABILITY: Contractor shall maintain Commercial General Liability per ISO form CG0001 or its equivalent, including but not limited to coverage for premises and operations, personal injury, products & completed operations, liability assumed under an insured contract, and independent contractors with limits of not less than \$1,000,000.00 each occurrence, \$2,000,000.00 aggregate covering all work performed under this Contract. Contractor agrees to endorse **Sarasota County Government** as an additional insured on the Commercial General Liability coverage.



PART III – INSURANCE REQUIREMENTS

B. PROFESSIONAL LIABILITY (TECHNOLOGY ERRORS & OMISSIONS AND NETWORK SECURITY/PRIVACY LIABILITY):

Contractor shall maintain Technology Errors & Omissions and Network Security/Privacy Liability, or equivalent insurance, with limits of not less than \$1,000,000.00 per claim/occurrence for professional services rendered in accordance with this Contract. Coverage shall include, but not be limited to, technology errors and omissions to cover both liability and property loss exposures including technology services, technology products, media content, network security breaches, extortion threats, crisis management expense, and business interruption and negligent acts, errors, mistakes, and omissions arising out of the work or services performed by Contractor, or any person employed or contracted by Contractor. Coverage shall also include, but not be limited to, coverage for unauthorized access, denial of service attacks, computer viruses, transmission of malicious code, and failure of security; breach of privacy and the failure to protect and disclosure of personally identifiable information, payment card information, and health information; violation of any federal, state or local law or regulation in connection with the protection of information including fines and penalties to the extent allowed by applicable law; notification and crisis management costs, identity theft monitoring and regulatory defense; disclosure of any third party's proprietary information including, without limitation, trade secrets, and liability for interruption of County or any third party's business including, without limitation, claims for loss of use and loss of profits. If coverage is written on a claims-made basis: a. Any retroactive date shall precede the effective date of this Contract; b. Contractor shall provide certificates of insurance evidencing the required coverage for a period of two years after final payment under this Contract is made, or provide evidence showing Contractor has obtained a two-year extended reporting period endorsement.

C. BUSINESS AUTOMOBILE LIABILITY: Contractor shall maintain Business Automobile Liability insurance with limits not less than \$1,000,000 combined single limit for each accident covering all Owned, Non-Owned & Hired automobiles used in the performance of this Contract. In the event Contractor does not own automobiles, Contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

If the Contractor is shipping a product via common carrier, the contractor shall be responsible for any loss or damage sustained in delivery/transit.

SECURE CJIS FACILITIES ADDENDUM

Physical and logical access to secure facilities

I. Background

The FBI Criminal Justice Information Services (hereinafter referred to as "CJIS") Security Policy Version 5.6 mandates all agencies connected to the FBI CJIS systems adhere to regulation set forth within the CJIS Security Policy (hereinafter referred to as CSP). Part of the Security Policy outlines directives dealing with personnel security. Included within the term "personnel" are all individuals who are utilized by criminal justice agencies to implement, deploy, and/or maintain the computers and/or networks of the criminal justice agency which are used to access FBI CJIS systems. These individuals include city/County IT personnel, and private contractors.

The subject of non-criminal justice governmental personnel and private contractors is addressed in Sections 5.1.1.4 of the CJIS Security Policy and in the Security Addendum, which can be found in Appendix H. These sections include information on documentation which should be maintained in order to remain in compliance with the Security Policy.

II. Purpose

This Addendum establishes procedures and policies that will guide the parties to comply and adhere to the CJIS Security Policy pertaining to non-governmental personnel and private contractors.

These procedures will include the incorporation of the latest Security Addendums, fingerprint based background check, and the appropriate level of Security Awareness Training.

III. Background Checks

It may at times be necessary for contracted personnel to have unescorted access to judicial offices and other area containing certain criminal justice records/information. Before access is allowed, contracted personnel must complete a fingerprint passed back ground check as stated in CSP.

An authorization and consent for criminal background check form will be provided by the Sheriff/County. All contracted personnel who will provide the services herein described are required to complete, sign and return the authorization form. By signing the authorization and consent for release of personal information form, the contractor's personnel acknowledge that Sarasota County Government and the Sarasota County Sheriff's Office may conduct an investigation of criminal history information on file in local, state and national databases. The contractor shall forward the completed forms to Sarasota County Sheriff's Office Local Agency Security Officer (LASO) to perform the background checks for acceptance or rejection.

SECURE CJIS FACILITIES ADDENDUM

IV. Approval and replacement of personnel

The Sheriff/County shall have the right to approve all contractor personnel assigned to provide services to secure CJIS facilities. Prior to providing services, the contractor shall provide at least 10 days written notice of the names and qualifications of the contractor personnel assigned to perform the services pursuant to the agreement. The contractor and any subcontractor being used by the contractor will be required to comply with the Criminal Justice Information Security Policy (CSP).

The Sheriff/County, on a reasonable basis, shall have the right to require the removal or replacement of any of the contracted personnel performing services, at any time during the term of the agreement. The Sheriff/County will notify the contractor in writing in the event the Sheriff/County requires such action. The contractor shall accomplish removal within forty-eight (48) hours after receipt of the notice from the Sheriff/County and shall promptly and within a time frame agreed by both parties replace such person with another person, acceptable to the Sheriff/County. The Sheriff's Office LASO and/or County shall be notified as soon as possible if any contracted employee is no longer employed by the contractor or providing further service to the Sheriff/County.

V. Remote access

Any contractor requiring remote access will be provided with administrative level unique log-in credentials to all servers, networks, databases and work stations that will be involved in the specific project. The remote connection will be secured via an approved FIPS 140-2 encrypted method. Contractors/vendors shall not disclose to any third parties any information contained in the Sheriff/County servers, networks, databases and workstations and shall not disclose any information to other employees of the contractor unless directly related to the services provided.

GENERAL TERMS AND CONDITIONS OF SOLICITATIONS

1.0 DEFINITIONS

- 1.1 *County* shall mean Sarasota County.
- 1.2 *Offer* shall mean the response submitted by an offeror to the County's solicitation.
- 1.3 *Offeror* shall mean the legal entity or individual submitting an offer to the County in response to a solicitation. Offeror may also be referred to in solicitation documents as bidder, consultant, firm, proposer, vendor or contractor.
- 1.4 *Evaluation Committee* shall mean those individuals approved by the Procurement Official, or designee, to evaluate offers.

2.0 AVAILABILITY OF DOCUMENTS

- 2.1 All documentation related to Sarasota County solicitations is available through BidSync at www.bidsync.com.
- 2.2 It is solely the responsibility of each offeror to ensure they have obtained current copies of all documents issued by the County in relation to any solicitation.
- 2.3 Only documents obtained directly from BidSync (www.bidsync.com) are official versions. Offerors who rely on any other sources for such documents, do so at their own risk.

3.0 QUESTIONS & ADDENDA

- 3.1 Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the solicitation shall be submitted electronically through BidSync. All questions must be received no later than the deadline specified in the solicitation. No verbal requests for information will be honored.
- 3.2 The electronic response posted in BidSync or the posting of an addendum in BidSync are the only official methods whereby interpretation, clarification or additional information will be provided. It shall be the responsibility of each offeror, prior to submitting their offer, to visit BidSync and determine if addenda were issued and to make such addenda a part of their offer.
- 3.3 The County shall not be responsible for oral interpretations or representations made by County employees, representatives or third parties. Any questions raised at a pre-solicitation meeting will be formally answered in an addendum.
- 3.4 By submitting an offer, offerors acknowledge receipt of any and all issued addenda, and agree to the provisions of each.

4.0 PUBLIC MEETINGS

Notice of any public meetings pertaining to this solicitation shall be posted on the County calendar at www.scgov.net.

5.0 RESPONSIVENESS TO SOLICITATION REQUIREMENTS

- 5.1 To be responsive, an offeror shall submit an offer that conforms in all material respects to the requirements set forth in the solicitation.
- 5.2 Failure to submit the required forms and information in the

manner specified may result in the offer being found non-responsive, at the sole discretion of the County.

- 5.3 Offerors are required to submit pricing on forms supplied by the County. Offers, may be deemed non-responsive if required forms are not used and duly signed by an authorized representative of the offeror.
- 5.4 Offerors submitting more than one bid form or price proposal in response to a solicitation may be deemed non-responsive.
- 5.5 The County objects to and shall not consider any additional terms or conditions submitted by an offeror, including any appearing in documents attached as part of an offeror's offer. In submitting its offer, offeror agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with an offer, shall be grounds for rejecting an offer.

6.0 QUALITY GUARANTEE

- 6.1 Unless otherwise specifically provided in the specifications, all equipment, materials and articles incorporated in the work covered by any resulting contract shall be new and of the most suitable grade for the purpose intended.
- 6.2 If any product/service delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of such products or the specifications listed in this solicitation, the offeror shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. Also, the offeror shall refund to Sarasota County any money which has been paid for same

7.0 RESPONSIBILITY

- 7.1 To be responsible an offeror shall have the demonstrated capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will ensure good faith performance. The County reserves the right to make such investigation as it deems necessary to determine the ability of any offeror to deliver the goods or services requested in accordance with the solicitation documents to County's satisfaction within the prescribed time.
- 7.2 The offeror shall provide information the County deems necessary to make this determination. Such information may include, but shall not be limited to: project references, current financial statements, projected project schedule(s), verification of availability of equipment and personnel, evidence of authority to conduct business in the jurisdiction where services are being provided, and past performance records.
- 7.3 The County may review any scope of work with an offeror before accepting the offer. Before award of the contract,

GENERAL TERMS AND CONDITIONS OF SOLICITATIONS

the offeror shall furnish to the County an analysis of its prices, if requested to do so.

8.0 RETENTION OF OFFER

All offers submitted in response to this solicitation shall be retained by the County.

9.0 IRREVOCABLE OFFER

Any offer may be withdrawn up until the due date and time specified on the solicitation summary. Any offer not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of 120 days.

10.0 INSURANCE

- 10.1 Before performing any work, offeror shall procure and maintain insurance listed in the solicitation.
- 10.2 The offeror shall submit proof of insurance per Sarasota County's specifications, including additional insured, upon request by the County. Failure to submit proof of required insurance within ten (10) business days of request by the County may result in an award being rescinded.

11.0 RESERVED RIGHTS

- 11.1 The County reserves the right to accept or reject any or all offers, to waive irregularities and technicalities, and to request clarifications or additional information from offerors.
- 11.2 The County reserves the right to accept all or any part of the offer and to increase or decrease quantities to meet additional or reduced requirements of the County.
- 11.3 Any sole offer received by the submission date may be accepted or rejected by the County Administrator or designee. In the event the County rejects the sole offer, it may elect to negotiate with any responsible provider.
- 11.4 The County reserves the right to cancel a solicitation at any time and to cancel any recommended award or recommended contract at any time prior to execution.
- 11.5 Offerors are advised that any person, firm, or other party to whom they propose to award a subcontract must meet all minimum qualifications as stated in the specifications.
- 11.6 Unless otherwise stated in the specifications, any contracts resulting from this solicitation are non-exclusive. The County reserves the right, in its sole opinion, to direct purchase items listed in this solicitation.
- 11.7 The County reserves the right to request price justification, if, in its sole opinion, offeror has submitted a bid or quote that appears to be unbalanced. Offerors submitting unbalanced bids or quotes (e.g. excessively high or excessively low line items) may be deemed non-responsive by the County.
- 11.8 County may remove materials from a contract and make direct purchases of those materials when the County determines it's in the best interest of the County. The contract price shall be adjusted based on the price of the materials removed and any related indirect costs.
- 11.9 The County reserves the right to correct formula errors on forms provided by the County for use by the offeror.

- 11.10 Any resulting contract may be terminated for convenience by Sarasota County by giving written notice to the offeror thirty (30) days in advance of termination, unless otherwise specified in the contract

12.0 ADDITIONAL INFORMATION

The County reserves the right to request clarifications or additional information from any offeror. Specific questions may be addressed to each of the offerors as applicable.

13.0 PROTESTS

Protests are processed in accordance with the procedures set forth in the Sarasota County Procurement Code. In the event of a protest of the terms, conditions and specifications, the County may issue an addendum indicating that a protest has been filed and extending the due date.

14.0 CONTACT WITH COUNTY STAFF

- 14.1 After the issuance of the solicitation, prospective offerors or any agent, representative or person acting at the request of such offeror shall not contact, communicate with or discuss any matter relating in any way to the solicitation with any officer, agent or employee of Sarasota County, including members of evaluation committees, other than the Procurement Official or Procurement Analyst named in the solicitation. Failure to comply with this provision may result in the disqualification of the offeror, at the option of the County.
- 14.2 This prohibition begins with the issuance of any solicitation, and ends upon issuance of a purchase order or execution of the contract, whichever comes first, or upon cancellation of the solicitation. Violation of this prohibition may result in the offeror being considered non-responsible.
- 14.3 Notwithstanding the foregoing, during the negotiation period, offeror may communicate with those members of County staff, consultants, or third parties designated by the County.

15.0 CODE OF ETHICS

- 15.1 With respect to this offer, if any offeror violates or is a party to a violation of the State of Florida Code of Ethics for Public Officers and Employees, Chapter 112, Part III, F.S., such offeror may be disqualified from performing the work described in the solicitation or from furnishing the goods or services for which the offer is submitted and may be further disqualified from submitting future offers.
- 15.2 The Florida Code of Ethics regulates the ability of the County to contract with its public officers (including board members), employees, and their immediate relatives. Offerors shall disclose any such potential conflicts on the provided Conflict of Interest Form. Offerors are responsible for reviewing Section 112.313, F.S. to determine whether they may have a conflict. If offeror is in doubt as to their ability to contract with the County they shall seek a conflicts of interest opinion from the County prior to submittal of an offer.

GENERAL TERMS AND CONDITIONS OF SOLICITATIONS

16.0 COLLUSION

- 16.1 By submitting an offer to a solicitation, the offeror certifies that it has not divulged to, discussed or compared its offer with other offerors and has not colluded with any other offeror or parties to this offer whatsoever. Also, offeror certifies, and in the case of a joint offer, each party thereto certifies, as to its own organization that in connection with the offer:
- a. Any prices and/or data submitted have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other offeror or with any competitor;
 - b. Any prices and/or cost data quoted for this offer have not been knowingly disclosed by the offeror prior to the scheduled opening directly or indirectly to any competitor;
 - c. No attempt has been made or will be made by the offeror to induce any other person or firm to submit, not to submit, or withdraw an offer for the purpose of restricting competition;
 - d. The only person or persons interested in this offer as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this offer; and
 - e. No person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee except bona fide employees or established commercial agencies maintained by the offeror for the purpose of doing business.
- 16.2 An offer may be disqualified if an offeror submits more than one offer or if there is evidence of collusion.

17.0 PUBLIC ENTITY CRIMES

- 17.1 Pursuant to Subsection 287.133(a), F.S., 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
- 17.2 Additionally, pursuant to County policy, a conviction of a public entity crime may cause the rejection of an offer. The County may make inquiries regarding alleged convictions of public entity crimes. The failure of an offeror to promptly supply information in connection with an inquiry may be grounds for rejection of an offer.

18.0 PUBLIC RECORDS

- 18.1 By participating in this solicitation process and submitting an offer, an offeror acknowledges the requirements of the

Florida Public Record laws found in Ch. 119, F.S., and s. 24(a), Art. I of the Florida Constitution (the "Public Record Laws"), and agrees to the provisions set forth in this section.

- 18.2 Sarasota County is a public entity subject to the Public Record Laws. All offers and written communications regarding this solicitation become public records upon receipt by Sarasota County and therefore are subject to public disclosure. If an offeror asserts that any portion of its offer or written communication is exempt from disclosure under the Public Record Laws (a "Protected Record") then the offeror MUST comply with the following process. Failure to do so may lead to waiver of protections available under Public Records Laws.
- a. Clearly identify each portion of its Protected Record(s) that it believes is statutorily protected from disclosure and identify such statute(s);
 - b. In accordance with solicitation requirements, submit a separate electronic copy of offeror's offer or written communication with only the protected portions redacted.
- 18.3 In response to a public records request Sarasota County may produce offeror's entire non-redacted offer or communication, unless offeror submits a redacted copy in compliance with Section 18.2.
- 18.4 If offeror has complied with the provisions of this section by identifying certain documents as offeror's Protected Record(s) and Sarasota County receives a public record request for a Protected Record, then Sarasota County will produce the redacted copy provided by offeror in response to the public record request to the extent the redactions reasonably reflect protections available under applicable law. In the event a records requestor is seeking the entire un-redacted offer and offeror continues to assert in good faith that offeror's Protected Record(s) are confidential or exempt from disclosure or production pursuant to Chapter 119, F.S., then offeror shall be solely responsible for defending its position, seeking a judicial determination of exempt status of the Protected Record and defending Sarasota County in any action brought by a third party.
- 18.5 Notwithstanding the provisions of this section, in accordance with Federal or State law, Sarasota County will comply with any court order or government agency directive to produce a Protected Record.

19.0 EQUAL EMPLOYMENT OPPORTUNITY

Offeror shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under the resulting contract or purchase order.

20.0 NON-DISCRIMINATION AND PUBLIC ACCOMODATIONS

- 20.1 Sarasota County prohibits discrimination in all services, programs or activities on the basis of race, color, national origin, age, disability, sex, marital status, familial status,

GENERAL TERMS AND CONDITIONS OF SOLICITATIONS

religion, or genetic information. Persons with disabilities who require assistance or alternative means for communication of program information (Braille, large print, audiotope, etc.), or who wish to file a complaint, should contact: Sarasota County ADA/ Civil Rights Coordinator, 1660 Ringling Blvd., Sarasota, Florida 34236, Phone: 941-861-5000, TTY: 7-1-1 or 1-800-955-8771, Email: adacoordinator@scgov.net.

- 20.2 Sarasota County does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the County's functions including one's access to, participation, employment, or treatment in its programs or activities. Anyone requiring reasonable accommodation for the public meetings related to any solicitation should contact the Procurement Analyst named in the solicitation at least 24 hours in advance of the meeting.

21.0 PROTECTION OF RESIDENT WORKERS

- 21.1 Sarasota County supports the Federal Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification and non-discrimination. The offeror is held responsible to establish appropriate procedures and controls so no service under this contract will be performed by any worker who is not legally eligible to perform such services.
- 21.2 Sarasota County shall have the right to immediately terminate a contract if the County determines that the offeror has failed to perform satisfactorily with respect to its employment practices in support of INA.
- 21.3 Offerors shall be required to confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require same requirement to confirm employment eligibility of all subcontractors.

22.0 RESULTING CONTRACT

Any contract resulting from a solicitation may, at the sole discretion of the County, contain provisions that differ from the terms of the solicitation.

23.0 APPLICABLE LAWS

- 23.1 Prior to entering into a contract with Sarasota County, an offeror must be authorized to transact business in the State of Florida.
- 23.2 Each offeror is responsible for full compliance with all applicable local, state and federal laws, ordinances and regulations. The offeror shall have and must provide all applicable insurance, permits, licenses, etc. which may be required by federal, state or local law as requested by the County. The successful offeror shall be required to submit proof of all licenses and/or certifications required by the County upon request.
- 23.3 The County shall deem any offeror to be non-responsible and ineligible for any award of a contract when either of the following conditions is present as a result of any County code enforcement action:

- a. A Code Enforcement Special Magistrate has determined that the offeror violated the Sarasota County Code of Ordinances, and the offeror has not corrected the violation; or
- b. Any code enforcement fines, whether originating from a Code Enforcement Special Magistrate proceeding or citations, remain unpaid.
- c. This prohibition shall remain during any appeal or other challenge to the validity of the code enforcement action. An offeror must inform County procurement staff and the Evaluation Committee about any pending code enforcement matters. In the event the County awards a contract to offeror and there is a subsequent violation of the Sarasota County Code of Ordinances, as determined by a Code Enforcement Special Magistrate or through the citation process, then such violation shall be grounds for termination of the contract.

- 23.4 Offerors located in Sarasota County must comply with the Local Business Tax ordinance. It shall be the responsibility of the offeror to obtain a current local business tax receipt from the Sarasota County Tax Collector (www.sarasotataxcollector.com) and supply a copy of that receipt to the County upon request.
- 23.5 Opt out of Construction Defects Statute. To the extent Chapter 558, F.S. is applicable, the parties expressly opt out of the requirements of Chapter 558, Florida Statutes, within the meaning of §558.005(1), F.S.
- 23.6 §287.135, F.S., prohibits agencies from contracting with companies for goods or services that are on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel, and from contracting with companies for goods or services of \$1,000,000 or more that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations in Cuba or Syria. The lists are created pursuant to §215.473 and §215.4725, F.S. Offeror certifies that the organization is not listed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria, and understands that pursuant to §287.135, F.S., the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs. In accordance with §287.135, F.S., the County may terminate the resulting contract if a false certification has been made, or the offeror is subsequently placed on any of these lists, or engages in a boycott of Israel or is engaged in business operations in Cuba or Syria.

24.0 CONTRACT FORMS

- 24.1 Any contract or purchase order resulting from the acceptance of an offer shall be on forms either supplied by or approved by the County.

GENERAL TERMS AND CONDITIONS OF SOLICITATIONS

24.2 Any amendments to the resulting contract shall require the formal written approval of both parties.

25.0 TAXES

25.1 Sarasota County is exempt from paying state and local tax when payment is made directly by the County (Section 212.08(6), F.S.). This exemption does not include sales of tangible personal property made to contractors employed either directly or as agents by the County when such tangible personal property goes into or becomes a part of public works owned by the County. Sarasota County has the following tax-exempt certificate assigned:

Department of Revenue Certification No. 85-8012515235C-5

25.2 Sarasota County, being tax-exempt from State of Florida sales tax, reserves the right to require offeror to assign some or all of its or subcontractor's bids and contracts with materials suppliers directly to the County. All transactions shall be in accordance with Section 212.08(6), F.S. and FAC Rule 12A-1.094. The County will issue a Certificate of Entitlement to both the offeror and supplier for each purchase.

26.0 SHIPPING/DELIVERY

The price shall include any freight, handling, delivery, surcharges or other incidental charges. Unless otherwise specified in the solicitation, prices shall be F.O.B. Destination.

27.0 INVOICING

27.1 The County shall pay offeror through payment issued by the Clerk of the Circuit Court in accordance with Section 218.70 *et seq.*, F.S., Local Government Prompt Payment Act, upon receipt of the offeror's properly submitted invoice.

27.2 Offerors shall not perform any service or provide products until they have been issued a Purchase Order number. If the County has arranged to make payments with a purchasing card, the procedures below shall apply.

27.3 The County reserves the right to pay for purchases made under any contract resulting from a solicitation through its Purchasing Card Program.

28.0 TIME EXTENSION

The County may unilaterally extend a Term Contract up to ninety (90) days beyond the expiration date of the existing contract. The unit prices in effect on the last day of the contract shall remain in effect for the contract extension period.

29.0 DUE DILIGENCE

Due care and diligence have been exercised in the preparation of the solicitation, and all information contained within is believed to be substantially correct. However, the responsibility for determining the full extent of the services or goods being solicited rests solely with the offeror. The offeror's failure to familiarize itself with such conditions will in no way relieve the successful offeror from the necessity of furnishing any materials or performing any work that may be required to complete the work in accordance with the drawings and specifications.

30.0 MATHEMATICAL ERRORS

In the event of multiplication /extension error(s), the unit price will prevail. In the event of addition error(s) the extension totals will prevail. Written prices shall prevail over figures. All bids shall be reviewed mathematically and corrected, if necessary, using these standards, prior to additional evaluation.

31.0 FUNDING

This solicitation is subject to availability of lawfully budgeted and appropriated funds by the County.

32.0 SOLICITATION EXPENSES

Offerors shall bear all costs and expenses incurred with developing, preparing, and submitting their offers.

33.0 OWNERSHIP AND FORMAT OF WORK PRODUCT

All plans and specifications developed under any contract resulting from this solicitation shall become the property of Sarasota County Government and may not be re-used by the offeror without the County's permission.

34.0 ROYALTIES AND PATENTS

The offeror shall pay all royalties and license fees for equipment or processes in conjunction with the equipment and/or services being furnished. Offerors shall defend all suits or claims for infringement of any patent, trademark or copyright, and shall save the County harmless from loss on account thereof, including costs and attorney's fees.

35.0 INDEMNIFICATION OF THE COUNTY AND OFFICERS AND EMPLOYEES

35.1 For all procurements other than construction services and design professional services as defined in Section 725.06(2) and Section 725.08(1), F.S. respectively, the following indemnification requirements apply:

The offeror shall save, defend, indemnify and hold harmless the County from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the offeror arising out of or in any way connected with the offeror or subcontractor's performance or failure to perform under the terms of any contract resulting from any solicitation.

35.2 For construction services, the following indemnification requirements apply:

Pursuant to Section 725.06(2), F.S. the Contractor shall indemnify and hold harmless Sarasota County Government from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the contract.

35.3 For design professional services, as defined by Section 725.08(1), F.S., the following indemnification requirements apply:

Pursuant to Section 725.08(1), F.S. the design professional shall indemnify and hold harmless Sarasota County Government from liabilities, damages, losses, and costs,

GENERAL TERMS AND CONDITIONS OF SOLICITATIONS

including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract.

36.0 TECHNOLOGY

Computer systems and databases used for providing the documents necessary to any contract shall be compatible with existing County systems and Enterprise Information Technology policies. The County has standardized on MS Office (DOCX, XLSX, etc.) and Adobe (PDF) for documents and images.

37.0 SUSTAINABILITY

Sarasota County encourages sustainable practices as set forth in its Procurement Code.

38.0 LOCAL PREFERENCE (As Applicable)

38.1 Unless otherwise noted in the solicitation, preference shall be given to a "local business" in the awarding of any Invitation for Quote, Invitation for Bid or Request for Proposal, in accordance with the Sarasota County Procurement Code. Local preference shall not apply to other types of solicitations unless explicitly stated in subject solicitation.

38.2 "Local business" means (1) The vendor has paid a local business tax either to Sarasota, Manatee or Charlotte County, if applicable, or is a business entity registered with the State of Florida Division of Corporations indicating a principal office located in Sarasota, Manatee, or Charlotte County or presents other verifiable documents to substantiate business location in Sarasota, Manatee or Charlotte County that are satisfactory to the Procurement Official and (2) Has maintained a permanent physical business address located within the limits of either Sarasota, Manatee or Charlotte County from which the vendor operates or performs business for at least one year prior to the submission of an offer to a Sarasota County solicitation and, (3) Has at least five full time employees or one principal officer at this location.

38.3 Offerors wishing to be granted local preference must submit a Local Business Certification with their offer.

38.4 Offerors who submit falsified data may be suspended or debarred in accordance with the Sarasota County Procurement Code.

To determine if you may qualify for local business preference, please refer to the Local Preference Checklist for Vendors located at:

<https://www.scgov.net/procurement>

38.5 For local preference to be granted, the name of the company represented on required forms must be the same as the name on the local business certification.

38.6 Information regarding Sarasota County's Local Business Tax can be found at:

<http://sarasotataxcollector.governmax.com>.

38.7 In the case of a proposal submitted by more than one entity, any one of those entities can qualify the proposal for the local preference. Subcontractors cannot qualify a proposal for local preference.

RESPONDENT INFORMATION FORM

Respondent Information:

Respondent (legal name of firm submitting proposal):

of Years in Business:

Contact Name:

Contact Email:

Contact Phone:

Respondent's Headquarters:

Headquarters Address:

City:

State:

Zip:

Location to Perform Work:

Address:

City:

State:

Zip:

The person named below certifies that the information provided above is true and correct. Respondents who submit falsified data shall be subject to Section 2-213 of the Sarasota County Procurement Code and subject to suspension and debarment pursuant to Chapter 13 of the Sarasota County Procurement Manual.

Business Name:

Authorized Representative:

Solicitation #:

Title:

Date:

RESPONDENT TEAM FORM

If the Respondent intends to subcontract with another entity for performance of a material portion of this work or enter into a joint venture or other business relationship for that purpose, all such entities (the Respondent Team) and their anticipated contribution for the work shall be identified on this form. Use this form to list all members or entities that make up the "Respondent Team" that have been identified prior to submitting a proposal. Respondent Team members listed may not be replaced without written approval by the County.

The person named below certifies that the information provided on this list is true and correct. Respondents who submit falsified data shall be subject to Section 2-213 of the Sarasota County Procurement Code and subject to suspension and debarment pursuant to Chapter 13 of the Sarasota County Procurement Manual.

Respondent Name:	<input type="text"/>	Title:	<input type="text"/>
Authorized Representative:	<input type="text"/>	Date:	<input type="text"/>
Solicitation #:	<input type="text"/>		
Respondent Team Member/Entity Name:	<input type="text"/>	State:	<input type="text"/>
City:	<input type="text"/>		
% of Work:	<input type="text"/>		
Services to be provided:	<input type="text"/>		
Respondent Team Member/Entity Name:	<input type="text"/>	State:	<input type="text"/>
City:	<input type="text"/>		
% of Work:	<input type="text"/>		
Services to be provided:	<input type="text"/>		
Respondent Team Member/Entity Name:	<input type="text"/>	State:	<input type="text"/>
City:	<input type="text"/>		
% of Work:	<input type="text"/>		
Services to be provided:	<input type="text"/>		
Respondent Team Member/Entity Name:	<input type="text"/>	State:	<input type="text"/>
City:	<input type="text"/>		
% of Work:	<input type="text"/>		
Services to be provided:	<input type="text"/>		
Respondent Team Member/Entity Name:	<input type="text"/>	State:	<input type="text"/>
City:	<input type="text"/>		
% of Work:	<input type="text"/>		
Services to be provided:	<input type="text"/>		
Respondent Team Member/Entity Name:	<input type="text"/>	State:	<input type="text"/>
City:	<input type="text"/>		
% of Work:	<input type="text"/>		
Services to be provided:	<input type="text"/>		
Respondent Team Member/Entity Name:	<input type="text"/>	State:	<input type="text"/>
City:	<input type="text"/>		
% of Work:	<input type="text"/>		
Services to be provided:	<input type="text"/>		
Respondent Team Member/Entity Name:	<input type="text"/>	State:	<input type="text"/>
City:	<input type="text"/>		
% of Work:	<input type="text"/>		
Services to be provided:	<input type="text"/>		
Respondent Team Member/Entity Name:	<input type="text"/>	State:	<input type="text"/>
City:	<input type="text"/>		
% of Work:	<input type="text"/>		
Services to be provided:	<input type="text"/>		

City:	<input type="text"/>	State:	<input type="text"/>
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Services to be provided:	<input type="text"/>		
Respondent Team Member/Entity Name:	<input type="text"/>		
City:	<input type="text"/>	State:	<input type="text"/>
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% of Work:	<input type="text"/>		
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Services to be provided:	<input type="text"/>		
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City:	<input type="text"/>	State:	<input type="text"/>
% of Work:	<input type="text"/>		
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Services to be provided:	<input type="text"/>		
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% of Work:	<input type="text"/>		
	<input type="text"/>		
Services to be provided:	<input type="text"/>		
Respondent Team Member/Entity Name:	<input type="text"/>		
City:	<input type="text"/>	State:	<input type="text"/>
% of Work:	<input type="text"/>		
	<input type="text"/>		
Services to be provided:	<input type="text"/>		

Question and Answers for Bid #201921KW - Next Generation 911 IP ESINET and CPE Replacement

Overall Bid Questions

There are no questions associated with this bid.

Question Deadline: Jan 29, 2020 5:00:00 PM EST