

**AGREEMENT FOR ANSWERING SERVICES FOR AFTER-HOURS CALLS –
COUNTY WIDE**

THIS AGREEMENT (“Agreement”) is made and entered into by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the “County” and Direct Interactions, Inc., a Washington corporation authorized to do business in the State of Florida, whose address is 7901 4th St N STE 300, St. Petersburg, FL 33702, and whose federal tax identification number is 26-0536439, hereinafter referred to as “Vendor.”

WITNESSETH

WHEREAS, the County intends to purchase professional answering services for after-hours calls from the Vendor in connection with “Answering Services for After-Hours Calls – County Wide” (the “Purchase”); and,

WHEREAS, the County issued Solicitation No. RFP240008BJB on October 24, 2023 (the “Solicitation”); and,

WHEREAS, the County evaluated the responses received and found the Vendor qualified to provide the necessary services; and,

WHEREAS, the County posted a Notice of Intended Decision on January 25, 2024; and,

WHEREAS, the Vendor has reviewed the services to be supplied pursuant to this Agreement and is qualified, willing and able to provide all such services in accordance with its terms.

NOW, THEREFORE, the County and the Vendor, in consideration of the mutual covenants contained herein, do agree as follows:

I. PRODUCTS AND SERVICES

The Vendor agrees to diligently provide all services for the Purchase in accordance with the project Specifications made part of this Agreement as Exhibit A, attached hereto and incorporated herein. Vendor shall comply strictly with all of the terms and conditions of Solicitation No. RFP240008BJB, as modified by its addenda, copies of which are on file with the County’s Department of Procurement Management and is deemed incorporated into this Agreement to the extent that it does not conflict with the remainder of the Agreement.

II. TERM AND DELIVERY

- A. This Agreement shall commence immediately upon the effective date and shall continue on an as needed basis for one (1), three (3) year period. Upon mutual written agreement of both parties, the parties may renew the

Agreement, in whole or in part, for a renewal term or terms not to exceed the term of two (2) years. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest. The effective date shall be the date the Lee County Board of County Commissioners awarded the Solicitation to the Vendor.

- B. A purchase order must be issued by the County before commencement of any work or purchase of any goods related to this Agreement.

III. COMPENSATION AND PAYMENT

- A. The County shall pay the Vendor in accordance with the terms and conditions of this Agreement for providing all products and services as set forth in Exhibit A, and further described in Exhibit B, Fee Schedule, attached hereto and incorporated herein. Said total amount to be all inclusive of costs necessary to provide all products and services as outlined in this Agreement, and as supported by the Vendor's submittal in response to the Solicitation, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.
- B. Notwithstanding the preceding, Vendor shall not make any deliveries or perform any services under this Agreement until receipt of written authorization from the County. Vendor acknowledges and agrees that no minimum order or amount of product or service is guaranteed under this Agreement and County may elect to request no products or services. If the County authorizes delivery of products or performance of services, the County reserves the right to amend, reduce, or cancel the authorization in its sole discretion.
- C. All funds for payment by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by the County. In the event of non-appropriation of funds by the County for the services provided under this Agreement, the County will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Vendor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Agreement beyond the date of termination.

IV. METHOD OF PAYMENT

- A. The County shall pay the Vendor in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, upon receipt of the Vendor's invoice and written approval of same by the County indicating that the products and services have been provided in conformity with this Agreement.

- B. The Vendor shall submit an invoice for payment to the County on a monthly basis for those specific products and services as described in Exhibit A (and the corresponding fees as described in Exhibit B) that were provided during that invoicing period.
- C. For partial shipments or deliveries, progress payments shall be paid monthly in proportion to the percentage of products and services delivered on those specific line items as approved in writing by the County.

V. ADDITIONAL PURCHASES

- A. No changes to this Agreement or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Vendor and the County.
- B. If the County requires the Vendor to perform additional services or provide additional product(s) related to this Agreement, then the Vendor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work or product(s). The additional compensation shall be agreed upon before commencement of any additional services or provision of additional product(s) and shall be incorporated into this Agreement by written amendment. The County shall not pay for any additional service, work performed or product provided before a written amendment to this Agreement.

Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Vendor, the Vendor shall not be entitled to additional compensation.

VI. LIABILITY OF VENDOR

- A. The Vendor 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 Vendor arising out of or in any way connected with the Vendor or subcontractor's performance or failure to perform under the terms of this Agreement.
- B. This section shall survive the termination or expiration of this Agreement.

VII. VENDOR'S INSURANCE

- A. Vendor shall procure and maintain insurance as specified in Exhibit C Insurance Requirements, attached hereto and made a part of this Agreement.

- B. Vendor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Agreement, insurance coverage (including endorsements) and limits as described in Exhibit C. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Vendor under this Agreement. 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 "B or better." No changes are to be made to these specifications without prior written specific approval by County Risk Management. To the extent multiple insurance coverages and/or County's self-insured retention may apply, any and all insurance coverage purchased by Vendor and its subcontractors identifying the County as an additional named insured shall be primary.

VIII. RESPONSIBILITIES OF THE VENDOR

- A. The Vendor shall be responsible for the quality and functionality of all products supplied and services performed by or at the behest of the Vendor under this Agreement. The Vendor shall, without additional compensation, correct any errors or deficiencies in its products, or if directed by County, supply a comparable replacement product or service.
- B. The Vendor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Vendor), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Vendor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.
- C. The Vendor 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 this Agreement.
- D. Vendor specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
 - 1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;
 - 2) upon request from the County, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

- 3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
- 4) meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology system of the County.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, PRRCustodian@leegov.com; <http://www.leegov.com/publicrecords>.

- E. The Vendor is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. Vendor is not an employee, agent or servant of the County and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Vendor's sole direction, supervision and control. The Vendor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Vendor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees of the County. The Vendor shall be solely responsible for providing benefits and insurance to its employees.
- F. The Vendor shall comply with the Vendor Background Screening Affidavit attached hereto and incorporated herein as Exhibit D.

IX. OWNERSHIP OF PRODUCTS

It is understood and agreed that all products provided under this Agreement shall become the property of the County upon acceptance by the County.

X. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES

- A. The Vendor shall ensure that all of its staff, contractors and suppliers involved in the production or delivery of the products are fully qualified and capable to perform their assigned tasks.

- B. The personnel assigned by the Vendor to perform the services pursuant to this Agreement shall comply with the terms set forth in this Agreement. If the services provided require use of specific key personnel, the personnel shall be agreed to by the County and Vendor. If the Vendor's key personnel have been predetermined and approved, through the Solicitation process or otherwise, any subsequent change or substitution to the personnel must receive the County's written approval before said changes or substitution can become effective.
- C. The Vendor specifically agrees that all products shall be delivered within the time limits as set forth in this Agreement, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any unforeseeable and unavoidable cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the control of the parties.

XI. COMPLIANCE WITH APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Florida. Vendor shall promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations, and rules relating to the services to be performed hereunder and in effect at the time of performance. Vendor shall conduct no activity or provide any service that is unlawful or offensive.

XII. TERMINATION

- A. The County shall have the right at any time upon thirty (30) days' written notice to the Vendor to terminate this Agreement in whole or in part for any reason whatsoever. In the event of such termination, the County shall be responsible to Vendor only for fees and compensation earned by the Vendor, in accordance with Section III, prior to the effective date of said termination. In no event shall the County be responsible for lost profits of Vendor or any other elements of breach of contract.
- B. After receipt of a notice of termination, except as otherwise directed, the Vendor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.
- C. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Vendor's obligations under this Agreement.

XIII. DISPUTE RESOLUTION

- A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Lee County, Florida, with the parties sharing equally in the cost of such mediation.
- B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Lee County, Florida, or where proper subject matter jurisdiction exists, in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- D. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
- E. Unless otherwise agreed in writing, the Vendor shall be required to continue all obligations under this Agreement during the pendency of a claim or dispute including, but not limited to, actual periods of mediation or judicial proceedings.

XIV. STOP WORK ORDER

The County may, at any time, by written order to the Vendor, require the Vendor to stop all or any part of the work called for by this Agreement. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Vendor. Upon receipt of such an order, the Vendor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Vendor shall not resume work unless specifically so directed in writing by the County. The County may take one of the following actions:

1. Cancel the stop work order; or
2. Terminate the work covered by the order; or
3. Terminate the Agreement in accordance with provisions contained in Section XII.

In the event the County does not direct the Vendor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XII. The notice period for such termination shall be

deemed to commence on the date of issuance of the stop work order. In the event the County does not direct the Vendor to resume work within ninety (90) days, the Vendor may terminate this Agreement.

XV. VENDOR WARRANTY

- A. All products provided under this Agreement shall be new (unless specifically identified otherwise in Exhibit B) and of the most suitable grade for the purpose intended.
- B. If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Agreement, the Vendor 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. In such case, the Vendor shall refund to the County any money which has been paid for same.

XVI. MISCELLANEOUS

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B. The provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. A party to this Agreement shall not sell, transfer, assign, license, franchise, restructure, alter, or change its corporate structure or otherwise part with possession or mortgage, charge or encumber any right or obligation under this Agreement without the proposed assignee and/or party restructuring, altering or changing its corporate structure agreeing in writing with the non-assigning party to observe and perform the terms, conditions and restrictions on the part of the assigning party to this Agreement, whether express or implied, as if the proposed assignee and/or party restructuring, altering or changing its corporate structure was an original contracting party to this Agreement. Notwithstanding the foregoing provision, the Vendor may assign its rights if given written authorization by the County and claims for the money due or to become due to the Vendor from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.
- C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

- D. The failure of the County to enforce one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
- E. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- F. Neither the County's review, approval or acceptance of, nor payment for, the products and services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- G. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- H. When any period of time is referred to by days herein, it shall be computed to exclude the first day and include the last day of such period. When the period of time is fewer than three (3) days, it shall mean business days as defined by Lee County. If the period of time is greater than three (3) days, then it shall mean calendar days. For any period of time greater than seven (7) days, where the deadline falls on a Saturday, Sunday, or Lee County recognized holiday, the deadline will then fall to the next Monday or non-Lee County recognized holiday
- I. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Vendor's Representative

Name: Matt Storey
 Title: President
 Address: 7901 5th Avenue, Suite 4250, Seattle, WA 98104
 Telephone: 866-773-3622
 Facsimile: N/A
 Email: matt@directinteractions.com

County's Representative

Name: Mary Tucker
 Title: Procurement Management Director
 Address: P.O. Box 398 Fort Myers, FL 33902
 Telephone: (239) 533-8881
 Facsimile: (239) 485-8383
 Email: mtucker@leegov.com

- J. Any change in the County's or the Vendor's Representative will be promptly communicated by the party making the change.
- K. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.

L. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:

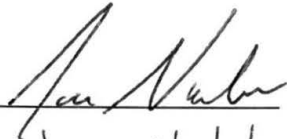
1. Agreement
2. County's Purchase Order
3. Solicitation
4. Vendor's Submittal in Response to the Solicitation

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last below written.

WITNESS:

DIRECT INTERACTIONS, INC.

Signed By: 

Signed By: 

Print Name: Jonas Nicholson

Print Name: MATTHEW STOREY

Title: PRESIDENT

Date: FEB 26, 2024

LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

Signed By: _____

Print Name: _____

Title: _____

Date: _____

ATTEST:
CLERK OF THE CIRCUIT COURT

BY: _____
DEPUTY CLERK

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY:

BY: _____
OFFICE OF THE COUNTY ATTORNEY

EXHIBIT A
SCOPE OF WORK AND DETAILED SPECIFICATIONS

1. GENERAL SCOPE OF WORK

1.1. Vendor shall provide after-hours professional answering services for various County departments after normal business hours, weekends, holidays and during emergencies. The calls being received shall require immediate action to provide for the safety and well-being of the public. The required services to be performed shall include but are not limited to the following:

- Answering all after-hours calls;
- Collecting vital information;
- Responding to informational requests;
- Relaying pertinent information to designated staff; and
- Recording/documenting all calls in accordance with County procedures and protocol.

2. SERVICE REQUIREMENTS

1.1. The Vendor shall receive incoming calls from citizens who will be reporting emergency services or situations to the appropriate County department.

2.1.1. Upon receiving a call, the Vendor's Operator shall obtain as much information as possible from the caller relative to the situation. After being advised of the situation and assessing the nature of the call, when required the Operator shall immediately contact the designated County staff member to address the situation.

1.2. The Vendor shall conduct outgoing calls to the County's designated staff to relay the information provided by the citizen.

1.2.1. In the event it is determined that a designated County staff member is to be contacted, and the individual cannot be immediately reached or is unable to respond, messages may be texted or left on voicemail/answering machines; however, the Vendor's Operator shall continue to contact other County staff members from the contact list until an available person is reached. As the Operator goes down the list, the Operator will note the time each call or text is made and whether the response was "no answer", "line busy", "voicemail box full", "individual returning call", etc.

1.3. The Vendor shall provide a person(s), not a machine, to answer multiple calls from citizens during the designated hours of service needed by the County.

1.4. The Vendor shall provide answering services after regular County working hours or at any other time deemed necessary by the requesting County department.

1.5. The Vendor shall be prepared at any time to provide continuous service on a 24-hour basis, 365 days per year during the contract period if deemed necessary by the County.

1.6. The Vendor shall change the provided call list of the designated County personnel upon the request of the County. Frequency of this change shall be at the discretion of the County. Call lists or contact numbers of designated staff shall not be provided to citizens.

- 1.7. The Vendor shall provide answering services utilizing clear and effective communication skills in both English and Spanish.
- 1.8. The Vendor shall ensure that all incoming calls are handled immediately (no more than three rings). The Vendor shall have present at all times adequate, efficient, and courteous Agents to effectively accommodate all calls and provide the required service. Incoming calls shall not be placed on hold for an excessive period of time (over one minute) on a continual basis. Repeated failure on the part of the Vendor to comply with these requirements may result in contract termination.
- 1.9. The Vendor shall maintain and archive an audio recording of each incoming call that was received with the ability to easily retrieve the recorded call and email to the appropriate Lee County staff upon request. Call recordings and documentation must remain archived for a minimum of 60 days.
- 1.10. The Vendor shall maintain a log of all incoming and outgoing phone calls consisting of the following information:
 - 1.10.1. Incoming Calls:
 - Date and Time of incoming call
 - Person taking the call
 - Full name of caller
 - Address
 - Telephone Number
 - Reason for call
 - Type of service needed
 - Action taken
 - 1.10.2. Outbound Calls:
 - Date and Time of outbound call
 - Person placing the call
 - Name of County's staff member/designee on duty
 - Name of County's staff member/designee call was relayed to
 - Number of times County's staff member/designee was called
 - Confirmation of verbal contact with County staff member/designee
 - 1.10.3. Outbound Text Messages:
 - Date and Time of outbound text
 - Person sending the text
 - Name of County's staff member/designee on duty
 - Name of County's staff member/designee text was sent to
 - Confirmation of text message received by County staff member/designee
- 1.11. The Vendor shall submit a complete and comprehensive daily report to each County department that lists all of the incoming and outgoing phone calls that were conducted for the day prior and applicable to that specific department. Call reports shall be submitted in a format that is easy for the department to read and understand. Reports shall consist of the following information:
 - Date call was taken
 - Time call was received
 - Type of service required
 - Time call relayed to County staff member/designee
 - Customer name

- Customer address
- Customer telephone number
- Details of call (Action/Service requested and location)
- Information provided to customer
- Name of County personnel call was relayed to
- Name(s) of any other County personnel on the call list who were contacted but were unable to respond, and the order in which they were contacted
- Confirmation of verbal contact with County personnel

1.12. The Vendor shall handle a variety of different types of calls for various department operations, activities, and procedures. To avoid any confusion or misunderstanding, and to ensure that all requests receive immediate attention, the Vendor will be given detailed instructions on proper emergency and non-emergency notification procedures for each department and how they are to be communicated to the individual departments.

1.12.1. After-hours services calls for the **Lee County Domestic Animal Services Department** shall include but are not limited to the following types of calls:

- 1.12.1.1. Rescue of stray, injured, inhumanely trapped, or unnaturally restrained domestic cats, dogs, and ferrets.
- 1.12.1.2. Rescue or to take custody of living domestic cats, dogs and ferrets involved in a motor vehicle accident.
- 1.12.1.3. Provide details from the caller to the animal control officer where a bite or attack has occurred by a domestic cat, dog or ferret, and/or the aggressive animal remains at the scene and is a threat to citizens or their property.
- 1.12.1.4. Provide details from the caller to the animal control officer where any aggressive dog is posing an immediate threat to citizens or property.
- 1.12.1.5. Provide details from the caller to the animal control officer where assistance to law enforcement for emergencies including the pick-up and transport of a domestic cat, dog or ferret at the scene related to a law enforcement incident.
- 1.12.1.6. Provide details from the caller to the animal control officer so the officer can patrol areas where a threatening or menacing animal has been reported and remains at large in the area.
- 1.12.1.7. Provide details from the caller to the animal control officer when a stray pet has been confined by the calling party.
- 1.12.1.8. Additional calls of a non-emergency nature to be relayed to Lee County Domestic Animal Services Department through the normal method of reporting all calls from the previous day.
- 1.12.1.9. Reports, reveals or details being provided regarding animals that are involved in neglect or abuse situations.
- 1.12.1.10. Miscellaneous calls

1.12.2. After-hours services calls for the **Lee County Utilities Department** shall include but are not limited to the following types of calls:

- 1.12.2.1. Provide details from the caller to designated staff of issues that are considered general, emergency, and non-emergency in nature, such as:
 - Water Main Breaks
 - No Water
 - Water Quality
 - Water Leaks

- Low water pressure
- Leak at hydrants, damaged hydrants
- Sewer Back-ups
- Manhole cover missing
- Storm Water and Canal issues
- Lift Station Alarms
- Miscellaneous calls

1.12.3. After-hours services calls for the **Lee County Solid Waste Department** shall include but are not limited to the following types of calls:

1.12.3.1. Provide details from the caller to designated staff of issues that are considered general, emergency, and non-emergency in nature, such as:

- General Inquiries
- Garbage and Trash issues
- Missed pickups
- Miscellaneous calls

1.13. The County reserves the right to add or delete, at any time, any additional departments, tasks, or services associated with this Agreement and in a manner that is in the best interest of the County.

2. SCHEDULE / HOURS OF SERVICE

2.1. The Vendor shall be familiar with the various departments schedules and hours in which the calls are to be received. To avoid any confusion or misunderstanding, and to ensure that all requests receive immediate attention, the Vendor will be given specific detailed schedules of each department and the identified after hours required by the department. Hours are subject to change based on the needs of the County and the departments. The standard schedule and hours of the services required are as follows:

- Available 24 hours on a “stand-by” basis
- Weekdays: Monday – Thursday (4:00 p.m. to 8:00 a.m. – varies amongst departments)
- Weekends: Beginning Friday at 4:00 p.m. to Monday at 8:00 a.m.
- Holidays: 24 hours per day

2.2. The following is a list of holidays that are observed by Lee County:

HOLIDAY SCHEDULE	
New Year’s Eve *	December 31
New Year’s Day *	January 1 st
Martin Luther King Day	3 rd Monday in January
Memorial Day	Last Monday in May
Fourth of July	July 4 th
Labor Day	1 st Monday in September
Veteran’s Day	November 11 th
Thanksgiving Day	4 th Thursday in November
Day After Thanksgiving	4 th Friday in November
Christmas Eve *	December 24

Christmas Day *	December 25
** CHRISTMAS DAY AND NEW YEAR'S DAY**	
<i>IF CHRISTMAS DAY FALLS ON</i>	<i>DAYS OFF</i>
Sunday	Monday and Tuesday
Monday	Monday and Tuesday
Tuesday	Monday and Tuesday
Wednesday	Tuesday and Wednesday
Thursday	Thursday and Friday
Friday	Thursday and Friday
Saturday	Thursday and Friday

3. PRICING

4.1. This is an annual agreement for “as-needed” services, which shall not be limited to any specific department. Work will be authorized, scheduled, funded, and accounted for by issuance of a Purchase Order, by the requesting department, division, or other governmental entity.

3.1.1. Core Services pricing shall provide for the following:

- 3.1.1.1. Vendor shall provide an implementation fee, as established in the attached fee schedule. Fee shall be for the costs associated with a one-time initial account set up for the entire County.
- 3.1.1.2. Vendor shall provide a monthly base rate for each department assigned, as established in the attached fee schedule. Monthly base rate shall cover fees associated with administrative costs and inclusive of an initial 500 minutes for that month. Initial 500 minutes shall be inclusive of incoming calls received, outgoing calls placed and text notifications made. Any minutes exceeding the initial 500 minutes will be billed as per the After Hours Rates specifications below.

3.1.2. After Hours Rates (for services exceeding the initial 500 monthly minutes) shall provide for the following:

- 3.1.2.1. Vendor shall provide a per minute rate for each incoming call received for the following schedules:
 - Monday through Thursday (4:00 p.m. to 8:00 a.m.)
 - Weekends (Beginning Friday at 4:00 p.m. to Monday at 8:00 a.m.)
 - Holidays (24 hours per day)
- 3.1.2.2. Vendor shall provide a per minute rate for each outgoing call placed for the following schedules:
 - Monday through Thursday (4:00 p.m. to 8:00 a.m.)
 - Weekends (Beginning Friday at 4:00 p.m. to Monday at 8:00 a.m.)
 - Holidays (24 hours per day)

3.1.2.3. Vendor shall provide a per text rate for each text notification made to the department.

4. **INVOICING**

5.1. Vendor shall submit separate invoices for each department served on a monthly basis. Invoices shall include the following information:

- Purchase Order number
- Department Serviced
- One time Implementation Fee (if applicable)
- Monthly Rate for Department (as identified on line 2 of the pricing schedule)
- Total number of the initial 500 minutes utilized for that month
- Detailed listing of all Inbound Calls in that monthly billing period exceeding the initial 500 minutes allowed for that month, as received and answered for the department. Listing shall provide the date the call was received and answered, to include the start time and end time of the call, along with the total duration of the call in minutes for the following rates:
 - Monday through Thursday (Item 3 on Fee Schedule)
 - Weekend (Item 4 on Pricing Schedule)
 - Holiday (Item 5 on Pricing Schedule)
- Detailed listing of all Outbound Calls in that monthly billing period exceeding the initial 500 minutes allowed for that month, as placed and made for the department. Listing shall provide the date the call was placed, to include the start time and end time of the call, along with the total duration of the call in minutes for the following rates:
 - Monday through Thursday (Item 6 on Fee Schedule)
 - Weekend (Item 7 on Pricing Schedule)
 - Holiday (Item 8 on Pricing Schedule)
- Detailed listing of Text Notifications (Item 9 on Fee Schedule) in that monthly billing period that were made and sent to the department. Listing shall provide the date and time the text was sent.

5.2. All information necessary to accurately verify all costs incurred by the County shall accompany the Vendor's invoice. If the County cannot reconcile accurately the costs for services rendered with the submitted invoice, payment shall be held until the Vendor substantiates all its invoiced charges.

END OF DETAILED SPECIFICATIONS SECTION



Procurement Management Department
2115 Second Street, 1st Floor
Fort Myers, FL 33901
Main Line: (239) 533-8881
Fax Line: (239) 485-8383
www.leegov.com/procurement

Posted Date: November 8, 2023

Solicitation No.: RFP240008BJB

Solicitation Name: Answering Service for After-Hours Calls – County Wide

Subject: Addendum Number 1

The following represents clarification, additions, deletions, and/or modifications to the above referenced bid. This addendum shall hereafter be regarded as part of the solicitation. Items not referenced herein remain unchanged, including the response date. Words, phrases or sentences with a strikethrough represent deletions to the original solicitation. Underlined words and bolded, phrases or sentences represent additions to the original solicitation.

1. OPEN DATE / PROPOSAL DUE DATE EXTENSION NOTICE:

FROM: November 29, 2023 at 2:30 PM

TO: December 8, 2023 at 2:30 PM

Proposers must ensure they continue to monitor the Lee County Procurement website for any follow-up information regarding this solicitation.

BIDDER/PROPOSER IS ADVISED, YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID/PROPOSAL. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BIDDER/PROPOSER BEING CONSIDERED NON-RESPONSIVE.

ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION DOCUMENTS ARE AND SHALL REMAIN THE SAME.

Brian Bochs

Brian Bochs
Procurement Analyst Direct Line: 239-533-8887
Lee County Procurement Management



Procurement Management Department
 2115 Second Street, 1st Floor
 Fort Myers, FL 33901
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www.lee.gov/procurement

Posted Date: November 13, 2023

Solicitation No.: RFP240008BJB

Solicitation Name: Answering Service for After-Hours Calls – County Wide

Subject: Addendum Number 2

The following represents clarification, additions, deletions, and/or modifications to the above referenced bid. This addendum shall hereafter be regarded as part of the solicitation. Items not referenced herein remain unchanged, including the response date. Words, phrases or sentences with a strikethrough represent deletions to the original solicitation. Underlined words and bolded, phrases or sentences represent additions to the original solicitation.

1. ATTACHMENT

- ATTACHMENT 1 – FY22/23 Billing for After-Hours Answering Services

2. QUESTIONS/ANSWERS

1.	We wanted to clarify if this opportunity requires agents to be on site or is this open for remote work opportunity as well.
Answer	The County does not own or operate a call center. The services being requested shall be performed at a location provided by the Vendor. Consideration of a remote location would be considered a Vendor's means and methods.
2.	Are bidders expected to be in the US or is it open to non-US residents?
Answer	Firms submitting a proposal can be from outside the United States.
3.	What is the date by which you will answer these questions?
Answer	See Page 5 of the Solicitation, Terms and Conditions section 8.1. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the solicitation shall be submitted in writing prior to 5:00 PM at least eight (8) calendar days prior to the date when the submission is due.
4.	Why has this bid been released at this time?
Answer	There currently is no contract in place with the County for these services. Multiple departments are utilizing these services through small dollar acquisitions. The County seeks to consolidate the services and issue one contract to one vendor for the requested services. This will be a brand new contract.
5.	When is the anticipated contract start date?
Answer	It is anticipated that the contract will start sometime in March of 2024.
6.	When is the anticipated award date?
Answer	The target Board date for approval and award is currently set at February 6, 2024.

7.	Are bidders permitted to deviate in any way from any manner of quoting fees you may be expecting? For example, if there is a pricing page in the RFP, can bidders submit an alternate fee structure? If there is no pricing page in the RFP, do you have any preference for how bidders should quote fees or can bidders create their own pricing categories?
Answer	Proposals shall not deviate from the price proposal form provided with this solicitation. The County will only accept pricing submitted on the proposal form as identified and provided by the County. Proposals submitted on other forms, other than those provided by the County, will deem the Proposer as non-responsive and ineligible for award. Proposers may not adjust or modify data provided with the Bid/Proposal form. Proposals received with modified data may deem the Proposer as non-responsive and ineligible for award. The price proposal form has been provided with the solicitation and shall be used by all proposers. This is identified as the Price Proposal Form (excel document). Instructions regarding the price proposal form can be viewed on Form 1a. Completed price proposal forms shall be placed within Tab 5 of your proposal.
8.	Please describe your level of satisfaction with your current or recent vendor(s) for the same purchasing activity, if applicable.
Answer	The County has no feedback to offer as to the current level of satisfaction.
9.	Has the current contract gone full term?
Answer	See answer to question # 4.
10.	Have all options to extend the current contract been exercised?
Answer	See answer to question # 4.
11.	Who is the incumbent, and how long has the incumbent been providing the requested services?
Answer	The County is currently using Phase V of Florida – Intercept of Florida. Departments have been utilizing them off and on over the past couple of years with no consistent amount of usage.
12.	How are fees currently being billed by an incumbent(s), by category, and at what rates?
Answer	Currently fees are being billed as a monthly base rate for a set period of call minutes and then an overage rate for each additional call minutes beyond that period.
13.	What estimated or actual dollars were paid last year, last month, or last quarter to any incumbent(s)?
Answer	\$100,483.92 was paid in FY 2022 \$112,856.29 was paid in FY 2023 See Attachment 1 to this addendum for a breakdown of amounts paid by each department within the defined periods.
14.	Is previous experience with any specific customer information systems, phone systems, or software required?
Answer	See Submittal Requirements and Evaluation Criteria, Tab 1: Relevant Experience on page 23. Proposer shall demonstrate successful experience in the work to be performed and is primarily engaged in year-round after-hours call center services similar to those outlined in the solicitation and typically performed for government and customer service oriented departments.

15.	What is the minimum required total call capacity?
Answer	There is no established amount to pass along as the County currently does not own or operate a call center. This solicitation is to establish a new contract with one vendor to provide the services requested. Any anticipated minimums, maximums or outcomes, as a result of services performed by the Vendor, should be placed in Tabs 2 and 3 of the Vendors proposal. The County desires to see what means and methods are utilized by the Vendor to achieve the anticipated results and outcomes projected. These will be scored accordingly by the evaluation committee.
16.	What is the minimum simultaneous inbound call capacity?
Answer	See answer to question # 15.
17.	What is the maximum wait time?
Answer	See Page 17, Section 2.9. Calls shall not be placed on hold for an excessive period of time (over one minute).
18.	What percentage of inbound calls must be answered by a live operator?
Answer	See Page 17, Section 2.4. All calls are to be answered by a person(s), not a machine.
19.	What percentage of calls must be resolved without a transfer, second call, or a return call?
Answer	Potential Proposers are encouraged to read the Service Requirements identified in Section 2, Page 17. A majority of the calls received are from citizens reporting emergency situations or are requesting basic information. All calls are to be resolved and addressed accordingly by the Vendor and either passed along to County staff as deemed necessary or information is to be provided to the caller by the Vendor's staff.
20.	What is the maximum percentage of calls that can be terminated by the caller without resolution?
Answer	See answer to question # 19.
21.	Is there a minimum or maximum number of operators and supervisors?
Answer	This is a means and method that will need to be determined by the Proposer and placed within Tab 3 identified as Plan of Approach.
22.	What is the required degree of dedication for the call center? (Can call centers work on other contracts at the same time as this one)?
Answer	The County expects a 100% dedication to its after-hours calls that are received. However, the County is not opposed to the Vendor having other contracts at the same time to perform the same types of services with other entities.
23.	What is the required degree of dedication for the operators? (Can operators work on other contracts at the same time as this one)?
Answer	The County expects a 100% dedication to its after-hours calls that are received. However, the County is not opposed to the Vendor having other contracts at the same time to perform the same types of services with other entities.

24.	What was your average monthly call volume over the past year?
Answer	The data you seek is not available, is not being tracked and there are no usage numbers to pass along. The County does not currently own or operate a call center. This solicitation is to establish a new contract with one vendor to provide the services requested.
25.	What is the current number of seats for operators and supervisors at your existing call center?
Answer	The County does not currently own or operate an existing call center. Nor is the County seeking to own or operate a call center. This solicitation is to establish a new contract with one vendor. A call center utilized for this contract will be conducted through the means and methods established by the Vendor in order to provide the services requested.
26.	What is the current average wait time for phone calls?
Answer	See answer to question # 24.
27.	What is the current average handle time for phone calls and other types of communications?
Answer	See answer to question # 24.
28.	What is the current average after-call work time for operators?
Answer	See answer to question # 24.
29.	Over the past year, what is the percentage of calls received in English versus non-English?
Answer	See answer to question # 24.
30.	Over the past year, what percentage of calls received were in Spanish?
Answer	See answer to question # 24.
31.	What time of day, days of the week, or times of the year do calls typically peak?
Answer	See answer to question # 24.
32.	What's the reason for the bid? Are they unhappy with the incumbent (if so, why?), or is this just a thing they're required to do every few years and there intention is to stick with what they've got.
Answer	See answer to question # 4.
33.	How many departments would we be answering for?
Answer	See Section 2.13 on pages 19 and 20 for a listing of the current departments utilizing after hours answering services from outside vendors. Additionally, Section 2.14 on page 20 states that the County reserves the right to add or delete, at any time, any additional departments.
34.	Does the Utilities department include electric outage calls, or are those calls handled another way?
Answer	The Lee County Utilities department does not provide electricity to the public. See Section 2.13.2, page 19 for examples of the types of after-hours services calls to be handled for the Utilities department.

35.	What's the typical call volume. Any call volume reports would be really helpful, especially breaking down calls by day/week/month.
Answer	See answer to question # 24.
36.	Any data you may have. Anticipated call volume and average handle time?
Answer	See answer to question # 24.
37.	Historical data showing how many calls are received during the period of time where coverage is needed?
Answer	See answer to question # 24.
38.	Is this Calls only or do you wish to incorporate email and chat as well?
Answer	This service shall be for the receipt of incoming calls only. Email and chat are not to be included.
39.	Information around the technology being used?
Answer	The County does not currently own or operate a call center. There is no information available as to technology being used. This solicitation is to establish a new contract with one vendor to provide the services requested. Technology to be used would be conducted through the means and methods established by the Vendor.
40.	Can this be remote or brick and mortar managed only?
Answer	Utilization of remote locations are considered a means and method of the Vendor. The services being requested shall be performed at a location provided by the Vendor.
41.	What languages are needed?
Answer	See Page 17, Section 2.8. Vendor shall provide answering services utilizing clear and effective communication skills in both English and Spanish.
42.	Is there an incumbent for this work, if so can you share who it is?
Answer	The County is currently using Phase V of Florida – Intercept of Florida.
43.	Whats going well and where there is need for improvement?
Answer	See answer to question # 8.
44.	Is there a training resource that will be provided to assist?
Answer	See Page 19, Section 2.13. The Vendor shall become familiar with the various departments operations, activities, and procedures for the calls to be received and how they are to be communicated to the individual departments. Instructions from the departments will be coordinated with the Vendor prior to start of the contract.
45.	Do you have training materials?
Answer	No. The County does not provide training materials.
46.	How long is training?
Answer	There is no specific time allocated for training. Instructions from the County departments will be coordinated with the Vendor prior to start of the contract.

47.	What are the average number of minutes , or number of calls that are expected to be answered in a month?
Answer	See answer to question # 24.
48.	Are there any Peak times of the day for the calls?
Answer	See answer to question # 24.
49.	I wanted to know if there is any usage data available for the above listed project.
Answer	See answer to question # 24.
50.	Do you currently have an incumbent vendor?
Answer	See answer to question # 42.
51.	If so, are you happy with the support they provide?
Answer	See answer to question # 8.
52.	Are there any performance improvements you would like to see made?
Answer	See answer to question # 8.
53.	What is your annual spend with the incumbent vendor?
Answer	See answer to question # 13.
54.	What is your monthly and / or annual budget?
Answer	See page 7, Section 14.3 of the solicitation. Lee County will not reveal budget amounts for a project unless required by grant funding or unless it is in the best interest of the County.
55.	How many calls can we expect daily, weekly or monthly?
Answer	See answer to question # 24.
56.	What is the average handle time for incoming calls?
Answer	See answer to question # 24.
57.	Can you provide any call arrival patterns (daily, weekly, monthly)?
Answer	See answer to question # 24.
58.	What percentage of calls will be in Spanish?
Answer	See answer to question # 24.
59.	Please clarify what is meant by “answer within three rings”
Answer	To clarify, “answer within three rings” means that a call shall be picked up and a response given to the caller prior to the 4th ring.
60.	can we set up a custom front end greeting that will answer all calls on the first ring, identify the department by name and direct the caller to a live agent.
Answer	See page 17, Section 2.4. All calls are to be answered by a person(s), not a machine.
61.	What is the number of calls received per month? Please provide the data if you have it.
Answer	See answer to question # 24.

62.	How many calls received between 4-12 and 12-8?
Answer	See answer to question # 24.
63.	How is Lee County covering after-hours support today?
Answer	See answer to question # 4.
64.	Could we request a delay of 2 weeks in the Opening date please?
Answer	See Addendum # 1. The proposal due date has been extended. Proposals are now due December 8, 2023 at 2:30 PM.

BIDDER/PROPOSER IS ADVISED, YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID/PROPOSAL. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BIDDER/PROPOSER BEING CONSIDERED NON-RESPONSIVE.

ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION DOCUMENTS ARE AND SHALL REMAIN THE SAME.

Brian Boehs

 Brian Boehs
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 Lee County Procurement Management



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www.leegov.com/procurement

Posted Date: November 27, 2023

Solicitation No.: RFP240008BJB

Solicitation Name: Answering Service for After-Hours Calls – County Wide

Subject: Addendum Number 3

The following represents clarification, additions, deletions, and/or modifications to the above referenced bid. This addendum shall hereafter be regarded as part of the solicitation. Items not referenced herein remain unchanged, including the response date. Words, phrases or sentences with a strikethrough represent deletions to the original solicitation. Underlined words and bolded, phrases or sentences represent additions to the original solicitation.

1. QUESTIONS/ANSWERS

1.	Terms and Conditions, page 11, 30.2.1., states "Default contract term shall be for one (1) three-year (3) period. Upon mutual agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed the initial Agreement term of three (3) years. The increments of renewal shall be at the sole discretion of the County as deemed in ist best interest." Special Conditions, page 16, 1.1. reads for one (1) three-year period then states "Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed the term of two (2) years. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest." Which is the correct amount of years regarding the renewal?
Answer	See Page 3, Section 2 for Order of Precedence. The terms stated in the Special Conditions shall apply. The Vendor shall be responsible for furnishing and delivering to the Lee County requesting Department(s) the commodity or services on an "as needed basis" for one (1) three-year (3) period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed the term of two (2) years. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest.

2.	Will proposals be accepted that contain exceptions to the Statement of Work?
Answer	See bottom of page 29 of solicitation. Exceptions, counter offers may result in the submission being declared non-responsive by the County. However, should a Vendor have concerns, seek clarification or have questions on any specific item, this should be brought up during the advertisement of the solicitation. Not as an exception and placed within their proposal. Concerns, questions or requests for clarification are allowable up to eight days prior to the proposal due date.

3.	On page 38, the "Proposal Documents - Do Not Open" label the due date reads Wednesday, November 29, 2023. Will this label be updated to reflect the new due date of Friday, December 8, 2023?
Answer	Vendor shall change the date on the label to reflect the new date. Per Addendum 1, the Open date / Proposal due date remains December 8, 2023 at 2:30 PM.

4.	General Scope of Work, page 17, 2.9. states "The Vendor shall ensure that all incoming calls are handled immediately (no more than three rings)." The industry standard is 80/20, 80 percent of all calls answered in 20 seconds or less and 90/95, 90 percent of all calls answered in 95 seconds or less. Three rings are approximately 12 seconds. This requirement is most likely unattainable by any call center. Will there be a reevaluation of this requirement?
Answer	The County expects that a Vendor would answer a call as quickly as possible, instead of waiting till the maximum time allowed to answer. However, the County does consider this as a means and method of the Vendor. Therefore, the County desires to see what practices are utilized by the Vendor to achieve the anticipated results and outcomes projected. The County requests that Vendors provide within their proposal any minimum and maximum ranges they have for answering incoming calls. Vendors shall identify their answering call times within Tab 3 – Plan of Approach. These will be scored accordingly by the evaluation committee.

5.	Is it permissible to submit two forms of pricing, one for regular hours and another for 24-Hour pricing?
Answer	<p>No. Only the Bid / Price Proposal Form and the pricing contained therein, as provided by the County, shall be used in the Vendors proposal.</p> <p>The Bid / Price Proposal Form (Form 1a) states the following: "The County will only accept proposals submitted on the proposal from provided by the County. Proposals submitted on other forms, other than those provided by the County, will deem Proposer as non-responsive and ineligible for award." Form 1a also states that "Proposers may not adjust or modify data provided within the Bid/Proposal Form. Proposals received with modified data may deem the Proposer as non-responsive and ineligible for award."</p> <p>Additionally, the County is only seeking 24 hour services during holidays. This is identified as line item 5 (Inbound Call – Holiday Rate 24 hours per day) and line item 8 (Outbound Call – Holiday Rate 24 hours per day) in the Bid / Proposal Price Form. There is no need for 24 Hour pricing other than stated. The County will not pay for times that services are not being provided. The times established for the needed services are clearly identified in Section 4.4 and 4.5 of the Detailed Specification section.</p>

6.	What is the estimated volume that will be handled by the selected vendor?
Answer	See answer to question # 15 in Addendum # 2. There is no established data or previous reporting to pass along to vendors.

7.	What is the average handle time that the selected vendor is expected to meet?
Answer	See answer to question # 15 in Addendum # 2. There is no established data or previous reporting to pass along to vendors.

8.	We are currently licensed to work in the state of California, will we require a license to do business in the state of Florida?
Answer	The awarded Vendor will be required to register with the www.sunbiz.org website establishing their firm as authorized (including authorized representatives) to conduct business in the State of Florida, as provided by the Florida Department of State, Division of Corporations.

BIDDER/PROPOSER IS ADVISED, YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID/PROPOSAL. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BIDDER/PROPOSER BEING CONSIDERED NON-RESPONSIVE.

ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION DOCUMENTS ARE AND SHALL REMAIN THE SAME.

Brian Boehs

Brian Boehs
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 Fax Line: (239) 485-8383
www.lee.gov.com/procurement

Posted Date: November 30, 2023

Solicitation No.: RFP240008BJB

Solicitation Name: Answering Service for After-Hours Calls – County Wide

Subject: Addendum Number 4

The following represents clarification, additions, deletions, and/or modifications to the above referenced bid. This addendum shall hereafter be regarded as part of the solicitation. Items not referenced herein remain unchanged, including the response date. Words, phrases or sentences with a strikethrough represent deletions to the original solicitation. Underlined words and bolded, phrases or sentences represent additions to the original solicitation.

1. QUESTIONS/ANSWERS

1.	Can you clarify if you are looking for each department to have their own rate plan, or all departments under 1?
Answer	See Bid / Proposal Pricing Form. All departments will be billed at the same rates established within the Pricing Form. The County is not seeking for each department to have their own rate plan. It should also be noted that Item 2 (Monthly Base Rate) within the Bid / Proposal Pricing Form shall be the same rate for all departments. However, it will be invoiced separately to each Department utilizing the agreement. Invoicing will be for each month of usage by a Department.

2.	Do you accept alternate pricing options (flat fee for unlimited, e.g)?
Answer	See answer to Addendum 2, question # 7. Proposals shall not deviate from the price proposal form provided with this solicitation. The County will only accept pricing submitted on the proposal form as identified and provided by the County. Proposals submitted on other forms, other than those provided by the County, will deem the Proposer as non-responsive and ineligible for award. Proposers may not adjust or modify date provided with the Bid/Proposal form. Proposals received with modified data may deem the Proposer as non-responsive and ineligible for award. The price proposal form has been provided with the solicitation and shall be used by all proposers. This is identified as the Price Proposal Form (excel document). Instructions regarding the price proposal form can be viewed on Form 1a. Completed price proposal forms shall be placed within Tab 5 of your proposal.

3.	Could you provide estimated call volumes per department? If not by department, then totals across departments?
Answer	See answer to Addendum 2, question # 24. The data you seek is not available, is not being tracked and there are no usage numbers to pass along.

4.	Is the county replacing an incumbent provider? If so, could you share the name of that provider?
Answer	See answer to Addendum 2, question # 11. The County is currently using Phase V of Florida – Intercept of Florida. Departments have been utilizing them off and on over the past couple of years with no consistent amount of usage.

5.	If so, are there any specific gaps in service you are trying to address with this RFP??
Answer	See answer to Addendum 2, question 4. There currently is no contract in place with the County for these services. Multiple departments are utilizing these services through small dollar acquisitions. The County seeks to consolidate the services and issue one contract to one vendor for the requested services. This will be a brand new contract.

BIDDER/PROPOSER IS ADVISED, YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID/PROPOSAL. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BIDDER/PROPOSER BEING CONSIDERED NON-RESPONSIVE.

ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION DOCUMENTS ARE AND SHALL REMAIN THE SAME.

Brian Bochs

 Brian Bochs
 Procurement Analyst Direct Line: 239-533-8887
 Lee County Procurement Management

**EXHIBIT B
FEE SCHEDULE**

ANSWERING SERVICES FOR AFTER-HOURS CALLS – COUNTY WIDE			
CORE SERVICE RATES			
Item	Description	Unit of Measure	Unit Price
1	Implementation Fee (One Time Initial Set-Up)	LS	\$5,000.00
2	Monthly Base Rate (Per Department) *Includes Initial 500 minutes for that month*	Each	\$500.00
SECTION TITLE			
Item	Description	Unit of Measure	Unit Price
3	Inbound Call – Monday through Thursday Rate (4:00 p.m. to 8:00 a.m.)	Per Minute	\$1.00
4	Inbound Call – Weekend Rate (Beginning Friday at 4:00 p.m. to Monday at 8:00 a.m.)	Per Minute	\$1.00
5	Inbound Call – Holiday Rate (24 hours per day)	Per Minute	\$1.00
6	Outbound Call – Monday through Thursday Rate (4:00 p.m. to 8:00 a.m.)	Per Minute	\$1.00
7	Outbound Call – Weekend Rate (Beginning Friday at 4:00 p.m. to Monday at 8:00 a.m.)	Per Minute	\$1.00
8	Outbound Call – Holiday Rate (24 hours per day)	Per Minute	\$1.00
9	Text Notification	Per Text	\$1.25
** Quantities are not guaranteed. Final payment will be based on actual quantities **			

EXHIBIT C INSURANCE REQUIREMENTS



Lee County Insurance Requirements

Minimum Insurance Requirements: *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract. The County reserves the right to request additional documentation regarding insurance provided*

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

\$1,000,000 per occurrence
\$2,000,000 general aggregate
\$1,000,000 products and completed operations
\$1,000,000 personal and advertising injury

- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$1,000,000 combined single limit (CSL); or
\$500,000 bodily injury per person
\$1,000,000 bodily injury per accident
\$500,000 property damage per accident

- c. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

\$500,000 per accident
\$500,000 disease limit
\$500,000 disease – policy limit

****The required minimum limit of liability shown in a. and b. may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."***



Lee County Insurance Requirements
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Verification of Coverage:

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

a. **Under the Description of Operations, the following must read as listed:**

"Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials are automatic additional insureds and includes an automatic waiver of subrogation with regard to general liability. The certificate holder is an additional insured on a primary and noncontributory basis with regards to general liability."

b. **The certificate holder must read as follows:**

Lee County, a political subdivision and Charter County of the State of Florida
P.O. Box 398
Fort Myers, Florida 33902

Special Requirements:

1. An appropriate "Indemnification" clause shall be made a provision of the contract.
2. It is the responsibility of the general contractor to ensure that all subcontractors comply with all insurance requirements.

EXHIBIT D
VENDOR BACKGROUND SCREENING AFFIDAVIT



**VENDOR BACKGROUND
SCREENING AFFIDAVIT**

Florida Statutes Chapter 435 governs required background screenings for any employees, contractors, subcontractors, or agents of the Vendor who will have contact with any vulnerable person, as defined by statute, or who otherwise are required to undergo a Level 1 or Level 2 background screening in accordance with Florida law.

The Vendor is responsible for ensuring that such required background screenings are conducted in accordance with Florida Statutes Chapter 435. Documentation of such completed background screenings must be maintained for a period of no less than five (5) years and are subject to audit by Lee County at any time during such five (5) year period.

Under penalty of perjury, I declare that I have read and understand the requirements stated above, and that all required background screenings shall be conducted in accordance with this affidavit. I further understand that there may be additional local, state, and federal regulations that may require background screening, and that the Vendor will be solely responsible for complying with such legal requirements. Furthermore, the Vendor shall indemnify and hold Lee County harmless from any and all claims or actions resulting from failure to comply with this affidavit.

Date: 02/26/2024

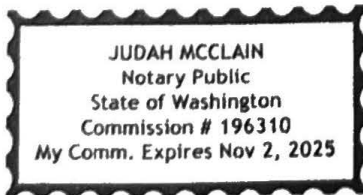

Signature

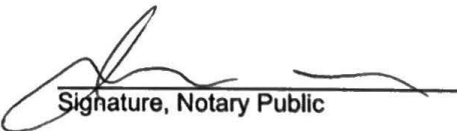
STATE OF WA
COUNTY OF King

MATTHEW STOREY / PRESIDENT
Name/Title

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 26 day of Feb, 2024, by the above-named person and in their stated capacity, and is either personally known to me or who has produced the following type of identification: WA DL WDL57460253B
Type of Identification

[Stamp/seal required]




Signature, Notary Public