



Important Notice to Bidders

IFB 2015-01911

This IFB/acquisition is being conducted under Public Contract Code §12125, et seq., the Alternative Protest Process.

Submission of a bid constitutes consent of the Bidders for participation in the Alternative Protest Process.

Any protests filed in relation to the proposed Contract award shall be conducted under the procedures in this document for the Alternative Protest process.

A written Notice of Intent to Protest the proposed award of this IFB must be received (Facsimile acceptable) by the Coordinator by the date and time specified in Section 1.7, KEY ACTION DATES. Failure to submit a timely, written Notice of Intent to Protest waives Bidders right to protest.

Bidders is to send the Notice of Intent to Protest to:

Hand Delivered Bid, Parcel Post (FedEx, UPS, etc.)	United States Postal Service (USPS)
Department of Technology Statewide Technology Procurement Division Attn: Alternative Protest Process Coordinator 10860 Gold Center Drive, Suite 200 – Security Desk Rancho Cordova, CA 95670	Department of Technology Statewide Technology Procurement Division Attn: Alternative Protest Process Coordinator Mail Stop Y12 P.O. Box 1810 Rancho Cordova, CA 95741-1810
Fax: (916) 431-5533 Email: technologyprocurements@state.ca.gov	

INVITATION FOR BID
FOR
NEXT GENERATION 9-1-1 SYSTEMS AND SERVICES
IFB 2015-01911
Addendum #6
AUGUST 4, 2016

Issued by:
STATE OF CALIFORNIA
CALIFORNIA GOVERNOR'S of EMERGENCY SERVICES
3650 Schriever Avenue, Mather, CA 95655

Disclaimer: The original PDF version and any subsequent addendums of the IFB released by the Procurement Official of this bid remain the official version. In the event of any inconsistency between the Bidders versions, articles, attachments, specifications or provisions which constitute the Contract, the official State version of the IFB in its entirety shall take precedence.

08/04/16 Addendum #6

Exhibit A

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1 INTRODUCTION AND OVERVIEW SECTION

1.1 PURPOSE OF THIS INVITATION FOR BID (IFB)

The purpose of this Invitation for Bid (IFB) is to obtain bids from qualified Bidders to result in multiple Contracts to Multiple Contractors for Next Generation 9-1-1 (NG9-1-1) Core Services with the California Governor's Office of Emergency Services (Cal OES), Public Safety Communications (PSC) CA 9-1-1 Emergency Communications Branch (CA 9-1-1 Branch).

The Cal OES, PSC, CA 9-1-1 Branch is responsible for administering the State Emergency Telephone Number Account (SETNA) which provides funding to California Public Safety Answering Points (PSAPs) for 9-1-1 systems and services. The CA 9-1-1 Branch will use the Contract to purchase NG9-1-1 services. The main function of the NG9-1-1 Core Services are to provide PSAPs with voice contact with a 9-1-1 emergency calling party and Telecommunicators.

All NG9-1-1 services will be provided to PSAPs. The resulting Contract will provide qualified suppliers from which the State may procure services to process 9-1-1 emergency telephone calls to PSAPs. Responses to this IFB must be submitted for Next Generation 9-1-1 (NG9-1-1) Core Services Business Requirements identified in Section 6.3. Responding to the Evergreen Network Based Turn-key Solution identified in Section 6.4 is Desired Optional. Responses cannot be submitted for only Section 6.4 and not Section 6.3.

Throughout this IFB, "Bidder" refers to a firm or entity that is responding to the IFB and "Contractor" refers to any firm or entity that is awarded the Contract.

Award(s), if made, will be to multiple Bidders awarded with the methodology defined in Section 9, EVALUATION.

1.2 BACKGROUND

The Cal OES PSC CA 9-1-1 Branch is authorized by statute Government Code (GC) 53100-53120 to manage and oversee the statewide 9-1-1 emergency communications system. The authority to oversee the expenditures of SETNA funds is provided in the California Department of Finance's Manual of State Funds, 0022.

The CA 9-1-1 Branch currently procures NG9-1-1 services via tariff rates or CALNET 2 Master Service Agreements (MSAs) 2 (AT&T) and 3 (Verizon) which expire on January 29, 2018.

1.3 TERM OF CONTRACT

Effective upon approval of the California Department of Technology (CDT), Statewide Technology Procurement Division (STPD), the initial Term of the contract will be three (3) years. The State, at its sole discretion, may exercise its option to execute four (4), one (1)-year extensions to continue NG9-1-1 Core Services for a maximum contract term of seven (7) years.

1.4 SCOPE OF THE IFB AND BIDDERS ADMONISHMENT

This IFB is being conducted under the policies and procedures developed by the CDT-STPD as provided under Public Contract Code Section 12102 and 12125 et seq. This IFB contains the instructions governing the requirements for a firm-fixed price to be submitted by interested Bidders. The format that bid information is to be submitted and the material to be included therein follows. This IFB also addresses the requirements that Bidders must meet to be eligible for consideration, as well as addressing Bidders' responsibilities before and after award.

If the Bidder expects to be afforded the benefits of the steps included in this IFB, the Bidder must take the responsibility to:

- Carefully read the entire IFB.
- Ask appropriate questions in a timely manner, if clarification is necessary.
- Submit all required responses, complete to the best of the Bidder's ability, by the required dates and times.
- Make sure that all procedures and requirements of the IFB are accurately followed and appropriately addressed.
- Carefully re-read the entire IFB before submitting Final Bid.

1.5 AVAILABILITY

The selected Contractors must meet the requirements of this IFB and be available to start work upon Contract award specified in Section 1.7, KEY ACTION DATES.

1.6 PROCUREMENT OFFICIAL AND CONTACT INFORMATION

Bidders are directed to communicate with the Procurement Official listed in Table 1-1: Procurement Official and Contact Information to submit questions, deliver Bids, and submit all other formal correspondence regarding this procurement.

Robin E. Filpula, Procurement Official
Phone: (916) 431-5063
Email: robin.filpula@state.ca.gov

Table 1-1: Procurement Official and Contact Information

Hand Delivered Bid, Parcel Post (FedEx, UPS, etc.)	United States Postal Service (USPS)
Department of Technology Statewide Technology Procurement Division Attn: Robin Filpula, Procurement Official 10860 Gold Center Drive, Suite 200 – Security Desk Rancho Cordova, CA 95670	Department of Technology Statewide Technology Procurement Division Attn: Robin Filpula, Procurement Official Mail Stop Y12 P.O. Box 1810 Rancho Cordova, CA 95741-1810

1.7 KEY ACTION DATES

Listed in Table 1-2: Key Action Dates, are the important actions, dates and times by which the actions must be taken or completed. If the State finds it necessary to change any of these dates, it will be accomplished via an addendum to this IFB. All dates after the Final Bid Submission deadline are approximate and may be adjusted as conditions indicate without addendum to this IFB.

Table 1-2: Key Action Dates

Step	Action	Date and Time
1.	Release of IFB	05/05/16
2.	Last day to submit EXHIBIT 1, INTENT TO BID, and EXHIBIT 2, SIGNED CONFIDENTIALITY STATEMENT	05/16/16
3.	Last day to submit written questions and request changes to IFB requirements	05/27/16
4.	Last day to protest IFB requirements*	07/01/16
5.	Last day to submit Final Bids	08/22/16 2:00 pm PDT
6.	Public Cost Opening	09/09/16 10:00 am PDT
7.	Notification of Intent to Award**	09/26/16
8.	Last day to protest selections***	09/28/16
9.	Contract Award and Execution**	10/07/16

*five (5) business days following the last Addendum that changes the requirements of the IFB

**All dates after submission of Final Bids are approximate and may be adjusted as conditions indicate without addendum to this IFB

***See Section 2.7 Protests

1.8 AMERICANS WITH DISABILITIES ACT (ADA)

To comply with the nondiscrimination requirements of ADA, it is the policy of the State to make every effort to ensure that its programs, activities, and services are available to all persons, including persons with disabilities.

For persons with a disability needing a reasonable accommodation to participate in the procurement process, or for persons having questions regarding reasonable accommodations of the procurement process, you may contact the Procurement Official identified in Section 1.6. You may also contact the State at the numbers listed below.

Important: to ensure that we can meet your need, it is best that we receive your request for reasonable accommodations at least 10 working days before the scheduled event, e.g., meeting, conference, workshop, etc., or deadline due-date for procurement documents.

The California Relay Service Telephone Numbers are:

Voice: 1-800-735-2922 or 1-888-877-5379

TTY: 1-800-735-2929 or 1-888-877-5378

Speech to Speech: 1-800-854-7784

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2 RULES GOVERNING COMPETITION SECTION

2.1 IDENTIFICATION AND CLASSIFICATION OF IFB DOCUMENT REQUIREMENTS

2.1.1 Requirements

The State has established certain requirements with respect to bids to be submitted by prospective Contractors. The use of "shall," "must," or "will" (except to indicate simple futurity) in the IFB document indicates a requirement or condition which is mandatory. A deviation from a requirement is material if the deficient response is not in substantial accord with the IFB document requirements, provides an advantage to one Bidder over other Bidders, or has a potentially significant effect on the delivery, quantity or quality of items bid¹, amount paid to the supplier, or on the cost to the State. Material deviations cannot be waived. A deviation, if not material, may be waived by the State

2.1.2 Desirable (D) Items

The words "should" or "may" in the IFB document indicate desirable attributes or conditions, but are non-mandatory in nature. Deviation from, or omission of, such a desirable feature, will not in itself cause rejection of the Bid.

2.2 BIDDING REQUIREMENTS AND CONDITIONS

2.2.1 General

This IFB document, the evaluation of responses, and the award of any resultant contract shall be made in conformance with current competitive bidding procedures as they relate to the procurement of goods and services by public bodies in the State of California. A Bidder's Final Bid is an irrevocable offer for 120 – 180 days following the scheduled date for Submission of Final Bids specified in Section 1.7, KEY ACTION DATES. A Bidder may extend the offer in the event of a delay of contract award.

2.2.2 IFB Document

This IFB document includes, in addition to an explanation of the State's needs which must be met, instructions which prescribe the format and content of bids to be submitted and the model(s) of the contract(s) to be executed between the State and the successful Bidder(s).

If a Bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in this IFB document, the Bidder shall immediately notify the Procurement Official identified in Section 1.6 of such error in writing and request clarification or modification of the document.

¹ The word "bid" as used throughout is intended to mean "proposed", "propose" or "bid" as appropriate.

Modifications will be made by addenda issued pursuant to Subsection 2.2.7, Addenda. Such modifications shall be given by written notice to all parties who have identified themselves as Bidders to the Procurement Official identified in Section 1.6, without divulging the source of the request for same. Insofar as practicable, the State will give such notices to other interested parties, but the State shall not be responsible therefore.

If the IFB document contains an error known to the Bidder, or an error that reasonably should have been known, the Bidder shall bid at its own risk. If the Bidder fails to notify the State of the error prior to the date fixed for submission of bids, and is awarded the contract, the Bidder shall not be entitled to additional compensation or time by reason of the error or its later correction.

2.2.3 Examination of the Work

The Bidder should carefully examine the entire IFB document and any addenda thereto, and all related materials and data referenced in the IFB document or otherwise available to the Bidder, and should become fully aware of the nature and location of the work, the quantities of the work, and the conditions to be encountered in performing the work. Specific conditions to be examined may be listed in Section 5, ADMINISTRATIVE REQUIREMENTS and/or Section 6, BUSINESS, FUNCTIONAL AND TECHNICAL REQUIREMENTS.

2.2.4 Questions Regarding the IFB Document

Bidders requiring clarification of the intent or content of this IFB or on procedural matters regarding the competitive bid process may request clarification by submitting questions utilizing Attachment 1 , Question Submittal Form, in an email or envelope clearly marked "Questions Relating to IFB 2015-01911 Next Generation 9-1-1 Systems and Services", to the Procurement Official listed in Section 1.6. To ensure a response, questions must be received in writing by the scheduled date(s) given in Section 1.7, KEY ACTION DATES. Question and answer sets will be provided to all Bidders without identifying the submitters. At the sole discretion of the State, questions may be paraphrased by the State for clarity.

A Bidder who desires clarification or further information on the content of the IFB, but whose questions relate to the proprietary aspect of that Bidder's bid and which, if disclosed to other Bidders, would expose that Bidder's bid, may submit such questions in the same manner as above, but also marked "CONFIDENTIAL," and not later than the scheduled date specified in Section 1.7, KEY ACTION DATES to ensure a response. The Bidder must explain why any questions are sensitive in nature. If the State concurs that the disclosure of the question or answer would expose the proprietary nature of the bid, the question will be answered and both the question and answer will be kept in confidence. If the State does not concur with the proprietary aspect of the question, the question will not be answered in this manner and the Bidder will be so notified.

If the Bidder believes that one or more of the IFB requirements is onerous, unfair, or imposes unnecessary constraints to the Bidder in proposing less costly or alternate solutions, the Bidder may request a change to the IFB by submitting, in writing, the recommended change(s) and the facts substantiating this belief and reasons for making the recommended change. Such request

must be submitted to the Procurement Official by the date specified in Section 1.7, KEY ACTION DATES for submitting a request for change. Oral responses shall not be binding on the State.

2.2.5 Request for Change to Requirement

If the Bidder believes that one or more of the Solicitation requirements is onerous, unfair, or imposes unnecessary constraints to the Bidder in proposing less costly or alternate solutions, the Bidder may request a change to the Solicitation by submitting, Attachment 2, Template for Request for Changes Submittal, the recommended change(s) and the facts substantiating this belief and reasons for making the recommended change. Such request must be submitted in an email or envelope clearly marked "Request for Changes Relating to IFB 2015-01911 Next Generation 9-1-1 Systems and Services", to the Procurement Official listed in Section 1.6, by the date specified in Section 1.7, KEY ACTION DATES for submitting a request for change. Oral responses shall not be binding on the State. Requests for changes and the State's response will be published as a Question and Answer set.

2.2.6 Intent to Bid

Bidders that want to participate in the IFB should submit a completed Exhibit 1, Intent to Bid by the date specified in Section 1.7, KEY ACTION DATES. This document may be mailed or emailed to the Procurement Official identified in Section 1.6. Only those Bidders acknowledging interest in this IFB will receive correspondence throughout this procurement. Correspondence to a Bidder regarding this IFB will only be given to the Bidder's designated contact person. It shall be the Bidder's responsibility to immediately notify the Procurement Official identified in Section 1.6, in writing, regarding any revision to the contact person information. The State shall not be responsible for bid correspondence not received by the Bidder if the Bidder fails to notify the State, in writing, about any change pertaining to the designated contact person.

2.2.7 Addenda

The State may modify the IFB prior to the date fixed for Final Bid Submission by issuance of an addendum to all Bidders who are participating in the bidding process at the time the addendum is issued. Addenda will be numbered consecutively.

If a Bidder determines that an addendum unnecessarily restricts its ability to bid, the Bidder is allowed five (5) business days to submit a protest to the addendum according to the instructions contained in Subsection 2.7.1, Requirements Protests.

2.2.8 Plastic Trash Bag Certification Violations

Public Resources Code Section 42290 et seq. prohibits the State from contracting with any supplier, manufacturer, or wholesaler, and any of its divisions, subsidiaries, or successors that have been determined to be noncompliant to the recycled content plastic trash bag certification requirements. This includes award of a State contract or subcontract or renewal, extension, or modification of an existing contract or subcontract. Prior to award the State shall ascertain if the intended awardee or proposed Subcontractor is a business identified on the current California Integrated Waste Management Board noncompliant list(s). In the event of any doubt of the

status or identity of the business in violation, the State will notify the Board of the proposed award and afford the Board the opportunity to advise the State. No award will be made when either the Bidder or a Subcontractor has been identified either by published list or by advice from the Board, to be in violation of certification requirements.

2.2.9 Bonds

The State reserves the right to require a performance bond or other security document as specified in the IFB from the Bidder in an amount not to exceed the amount of the contract. In the event a surety bond is required by the State which has not been expressly required by the IFB, the State will reimburse the Bidder, as an addition to the purchase price, in an amount not exceeding the standard premium on such bond.

2.2.10 Discounts

In connection with any discount offered, except when a provision is made for a testing period preceding acceptance by the State, time will be computed from the date of delivery of the supplies or equipment as specified, or from date correct invoices are received in the office specified by the State if the latter date is later than the date of delivery. When a provision is made for a testing period preceding Acceptance by the State, the date of delivery shall mean the date the supplies or equipment are accepted by the State during the specified testing period. Payment is deemed made, for the purpose of earning the discount, on the date of mailing the State warrant or check.

Cash discounts offered by Bidders for the prompt payment of invoices will not be considered in evaluating offers for award purposes; however, all offered discounts will be taken if the payment is made within the discount period, even though not considered in the evaluation of offers.

2.2.11 Air or Water Pollution Violations

Unless the contract is less than \$25,000 or with a non-competitively bid Contractor, Government Code Section 4477 prohibits the State from contracting with a person, including a corporation or other business association, who has been determined to be in violation of any state or federal air or water pollution control law.

Prior to an award, the State shall ascertain if the intended awardee is a person included in notices from the Boards. In the event of any doubt of the intended awardee's identity or status as a person who is in violation of any state or federal air or water pollution law, the State will notify the appropriate Board of the proposed award and afford the Board the opportunity to advise the Department that the intended awardee is such a person.

No award will be made to a person who is identified either by the published notices or by advice, as a person in violation of state or federal air or water pollution control laws.

2.2.12 Fair Employment and Housing Commission Regulations

The California Government Code Section 12990 requires all State contractors to have implemented a Nondiscrimination Program before entering into any contract with the State. The

Department of Fair Employment and Housing (DFEH) randomly selects and reviews State contractors to ensure their compliance with the law. DFEH periodically disseminates a list of contractors who have not complied. Any contractor so identified is ineligible to enter into any State contract.

2.2.13 Exclusion for Conflict of Interest

No consultant shall be paid out of State funds for developing recommendations on the acquisition of information technology (IT) products or services or assisting in the preparation of a feasibility study, if that consultant is to be a source of such acquisition or could otherwise directly and/or materially benefit from State adoption of such recommendations or the course of action recommended in the feasibility study. Further, no consultant shall be paid out of State funds for developing recommendations on the disposal of State surplus IT products, if that consultant would directly and/or materially benefit from State adoption of such recommendations.

A consultant shall not be eligible to serve as the Prime Contractor or Subcontractor pursuant to this IFB if the Contractor/Subcontractor is currently working on the IFB in an Independent Verification and Validation (IV & V) role.

2.2.14 Seller's Permit

This IFB document is subject to all requirements set forth in Sections 6452, 6487, 7101 and 18510 of the Revenue and Taxation Code, and Section 10295 of the Public Contract Code (PCC), requiring contractors to provide a copy of their retailer's seller's permit or certification of registration, and, if applicable, the permit or certification of all participating affiliates issued by the State of California's Board of Equalization. Unless otherwise specified in this IFB document, a copy of the retailer's seller's permit or certification of registration, and, if applicable, the permit or certification of all participating affiliates must be submitted within five (5) State business days of the State's request.

2.2.15 Disclosure of Financial Interests

Bids in response to State procurements for assistance in preparation of feasibility studies or the development of recommendations for the acquisition of IT products and services must disclose any financial interests (e.g., service contract, Original Equipment Manufacturer (OEM) agreements, remarketing agreements, etc.) that may foreseeably allow the individual or organization submitting the bid to materially benefit from the State's adoption of a course of action recommended in the feasibility study or the acquisition recommendations. If, in the State's judgment, the financial interest will jeopardize the objectivity of the recommendations, the State may reject the bid.

2.2.16 Unfair Practices Act and Other Laws

Bidder warrants that its bid complies with the Unfair Practices Act (Business and Professions Code Section 17000 et seq.) and all applicable State and Federal laws and regulations.

2.3 BIDDING STEPS

2.3.1 General

Refer to Section 1.7, KEY ACTION DATES to determine which phases and steps are included in this IFB document.

The Final Bid is a Mandatory step for all Bidders. All Bidders are strongly encouraged to follow the scheduled steps of this procurement document in order to submit a compliant Final Bid. **Costs submitted in any submission other than the Final Bid may preclude the Bidder from continuing in the process.**

The Final Bid must be complete, including all cost information, required signatures, contract language changes agreed to in writing. Cost data (as identified in Section 8, BID FORMAT SECTION) must be submitted under separate, sealed cover. Changes that appear in the Final Bid, increase the risk that the Final Bid may be found defective.

2.3.2 Confidentiality

Bidder material becomes public only after the notice of Intent to Award is released. If material marked "confidential," "proprietary," or "trade secret" is requested pursuant to the Public Records Act, the State will make an independent assessment whether it is exempt from disclosure. If the State disagrees with the Bidder, the State will notify the Bidder and give them a reasonable opportunity to justify their position or obtain a court order protecting the material from disclosure.

Bidders should be aware that marking a document "confidential" or "proprietary" in a Final Bid may exclude it from consideration for award and will not keep that document from being released after notice of award as part of the public record, unless a court has ordered the State not to release the document. The content of all working papers and discussions relating to the Bidders bid shall be held in confidence indefinitely, unless the public interest is best served by an item's disclosure because of its direct pertinence to a decision, agreement or the evaluation of the Bid.

Any disclosure of confidential information by the Bidder is a basis for rejecting the Bidders bid and ruling the Bidder ineligible to further participate. Any disclosure of confidential information by a State employee is a basis for disciplinary action, including dismissal from State employment, as provided by Government Code section 19570 et seq. Total confidentiality is paramount; it cannot be over emphasized.

2.3.3 Disposition of Bids

All materials submitted in response to this IFB document will become the property of the State of California and will be returned only at the State's option and at the Bidders expense. At a minimum, the Master Copy of the Final Bid shall be retained for official files and will become a public record after the Notification of Intent to Award as specified in Section 1.7, KEY ACTION DATES. However, materials the State considers confidential information (such as confidential

financial information submitted to show Bidder responsibility) will be returned upon request of the Bidder.

2.4 SUBMISSION OF BIDS

The instructions contained herein apply to the Final Bid.

2.4.1 Preparation

Bids are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this IFB document. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the IFB document instructions, responsiveness to the IFB document requirements, and completeness and clarity of content.

2.4.2 Bidders Cost

Costs for developing bids are the responsibility entirely of the Bidder and shall not be chargeable to the State.

2.4.3 Completion of Bids

Bids must be complete in all respects as required by Section 8, BID AND BID FORMAT. A Final Bid may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. A Final Bid must be rejected if any such defect or irregularity constitutes a material deviation from the IFB document requirements. The Final Bid must contain all costs as required by Section 7, COST and Section 8, BID AND BID FORMAT.

2.4.4 False or Misleading Statements

Bids which contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the Bidder, may be rejected. If, in the opinion of the State, such information was intended to mislead the State in its evaluation of the bid, and the attribute, condition, or capability is a requirement of this IFB document, it will be the basis for rejection of the bid.

2.4.5 Signature of Bid

A cover letter (which shall be considered an integral part of the Final Bid) and Standard Agreement STD 213, or any Bid Form shall be signed by an individual who is authorized to bind the bidding firm contractually. The signature block must indicate the title or position that the individual holds in the firm. An unsigned Final Bid may be rejected.

2.4.6 Delivery of Bids

Mail or deliver bids to the Procurement Official listed in Section 1.6. If mailed, it is suggested that you use certified or registered mail with return receipt requested as delivery of documents is at the Bidders own risk of untimely delivery, lost mail, etc. Bids must be received in the number of

copies stated in the IFB, and not later than the dates and times specified. Refer to Section 8, BID FORMAT SECTION for complete instructions.

2.4.7 Withdrawal and Resubmission/Modification of Bids

A Bidder may withdraw its Final Bid at any time prior to the bid submission date and time specified in Section 1.7, KEY ACTION DATES by submitting a written notification of withdrawal signed by an authorized representative of the Bidder in accordance with Subsection 2.4.5 (Signature of Bid). The Bidder may thereafter submit a new or modified bid prior to such bid submission date and time. Modification offered in any other manner, oral or written, will not be considered. Other than as allowed by law, Final Bids cannot be changed or withdrawn after the date and time designated for receipt, except as provided in the IFB document.

2.5 EVALUATION AND SELECTION PROCESS

2.5.1 General

Bids will be evaluated according to the procedures contained in Section 9, EVALUATION.

2.5.2 Evaluation Questions

During the evaluation and selection process, the State may desire the presence of a Bidder's representative for answering specific questions, orally and/or in writing. During the evaluation of Final Bids, the State may ask the Bidder to clarify their submitted information but will not allow the Bidder to change their bid.

2.5.3 Rejection of Bids

The State may reject any or all bids and may waive any immaterial deviation or defect in a bid. The State's waiver of any immaterial deviation or defect shall in no way modify the IFB document or excuse the Bidder from full compliance with the IFB document specifications if awarded the contract.

2.5.4 Errors in Final Bid

An error in the Final Bid may cause the rejection of that bid; however, the State may at its sole option retain the bid and make certain corrections.

In determining if a correction will be made, the State will consider the conformance of the bid to the format and content required by the IFB document, and any unusual complexity of the format and content required by the IFB document.

- A. If the Bidder's intent is clearly established based on review of the complete Final Bid submittal, the State may at its sole option correct an error based on that established intent.
- B. The State may at its sole option correct obvious clerical errors.
- C. The State may at its sole option correct errors of omission, and in the following two (2) situations, the State will take the indicated actions if the Bidder's intent is not clearly established by the complete bid submittal.

- 1) If an item is described in the narrative and omitted from the contract and cost data provided in the bid for evaluation purposes, it will be interpreted to mean that the item will be provided by the Bidder at no cost.
 - 2) If an item is not mentioned at all in the Final Bid, the bid will be interpreted to mean that the item will be provided at no cost.
- D. If a Bidder does not follow the instructions for computing costs not related to the contract (e.g., State personnel costs), the State may reject the bid, or at its sole option, recompute such costs based on instructions contained in the IFB document.
- E. If the re-computations or interpretations, as applied in accordance with this section, result in significant changes in the amount of money to be paid to the Bidder (if awarded the contract) or in a requirement of the Bidder to supply a major item at no cost, the Bidder will be given the opportunity to promptly establish the grounds legally justifying relief from its bid.
- F. It is absolutely essential that Bidders carefully review the cost elements in their Final Bid, since they will not have the option to correct errors after the time for submittal.
- G. The State may request clarification of items in the Bidder's response if the meaning is not clear to the State. Responses to requests for clarification must be confirmed in writing by the Bidder as instructed by the State's Procurement Official at the time of the request.
- H. At the State's sole discretion, it may declare the Final Bid to be a Draft Bid in the event that the State determines that Final Bid from all Bidders contain material deviations. Bidders may not protest the State's determination that all bids have material deviations. If all bids are declared noncompliant, the State may issue an addendum to the IFB. Should this occur the State may hold confidential discussions with those Bidders who submitted a Draft Bid and who are interested in continuing to be considered. Each participating Bidder will be notified of the due date for the submission of a new Final Bid to the State. This submission must conform to the requirements of the original IFB as amended by any subsequent addenda. The new Final Bids will be evaluated as required by Section 9, EVALUATION.

2.6 AWARD OF CONTRACT

Award of contract, if made, will be in accordance with Section 9, EVALUATION to a responsive responsible Bidder whose Final Bid complies with all the requirements of the IFB document, except for such immaterial defects as may be waived by the State.

Contract Award, if made, will occur pursuant to Section 1.7, KEY ACTION DATES; however the State, at its sole option, may change the Contract Award date. The State reserves the right to modify or cancel in whole or in part its IFB document.

Written notification of the State's Intent to Award will be made to all Bidders submitting a Final Bid. If a Bidder, having submitted a Final Bid, can show that its Bid, should be selected for contract award according to the rules of Section 9, EVALUATION, the Bidder will be allowed to submit a protest to the Intent to Award, according to the instructions contained in Subsection 2.7.2 Award Protests.

Any Contract executed as a result of this IFB, may be amended, consistent with the Terms and Conditions (T&Cs) of the contract and by mutual consent of both parties, subject to approval by the Statewide Technology Procurement Division under Public Contracting Code 12100.

2.6.1 Debriefing

A debriefing may be held after contract award at the request of any Bidder for the purpose of receiving specific information concerning the evaluation. The discussion will be based primarily on the technical and cost evaluations of the Bidder's Final Bid. A debriefing is not the forum to challenge the IFB document specifications or requirements.

2.7 PROTESTS

There are two (2) types of protests: requirements (initial) protests and award protests. A protest shall be submitted according to the procedure below.

Protests regarding any issue other than selection of the "Successful Bidder" are requirements protests and will be heard and resolved by the Deputy Director of the Department of Technology, Statewide Technology Procurement Division (STPD), whose decision will be final.

2.7.1 Requirements Protests

Requirements (initial) Protest: Before a requirements protest is submitted, the Bidder must make full and timely use of the procedures described in this section to resolve any outstanding issue(s) between the Bidder and the State. The procurement procedure is designed to give the Bidder and the State adequate opportunity to submit questions and discuss the requirements, bids and counter bids before the Final Bid is due. The protest procedure is made available in the event that a Bidder cannot reach a fair agreement with the State after exhausting these procedures.

All protests of requirements must be made in writing, signed by an individual authorized under Subsection 2.4.5, Signature of Bid, and contain a statement of the reason(s) for protest, citing the law, rule, regulation, or procedures on which the protest is based. The protestant must provide facts and evidence to support the claim. All protests to the IFB requirements must be received by the Deputy Director of the Department of Technology Statewide Technology Procurement Division (STPD) as promptly as possible, but not later than the respective time and date in Section 1.7, KEY ACTION DATES for such protests. Protests must be mailed or delivered to:

Table 2-1: Requirements Protest

Street Address:	Mailing Address:
Marnell Voss, Deputy Director Department of Technology Statewide Technology Procurement Division 10860 Gold Center Drive, 4 th Floor Rancho Cordova, CA 95670	Marnell Voss, Deputy Director Department of Technology Statewide Technology Procurement Division P.O. Box 1810 MS Y12 Rancho Cordova, CA 95741-1810

Copies of all protests are to be sent to the Procurement Official listed in Section 1.6.

2.7.2 Award Protest

Award Protest: An award protest is where a Bidder has submitted a bid which it believes to be responsive to the requirements of the IFB document and to be the bid that should have been selected according to the evaluation procedure in Section 9, EVALUATION and the Bidder believes the State has incorrectly selected another Bidder for award.

2.7.3 Alternative Protest Process

This procurement is being conducted under the provisions of the Alternative Protest Process (Public Contract Code Section 12125 et seq.) Bidder understands that by submitting a bid to this procurement, the Bidder consents to participation in the Alternative Protest Process, and agrees that all protests of the proposed award shall be resolved by binding arbitration pursuant to the California Code of Regulations, Title 1, Division 2, Chapter 5.

<http://www.dgs.ca.gov/oah/GeneralJurisdiction/BidProtestRegs.aspx>

A Notice of Intent to Award for this IFB will be publicly posted on the 2nd floor Security Desk of the Department of Technology, 10860 Gold Center Drive, Rancho Cordova, CA and sent via email to any Bidder who submits a written request for notice and provided an email address.

During the protest period, any participating Bidder may protest the proposed award on the following grounds:

- A. For major information technology acquisitions – that there was a violation of the IFB procedure(s) and that the protesting Bidders bid should have been selected; or
- B. For any other acquisition – that the protesting Bidders bid should have been selected in accordance with the selection criteria in the IFB document.

A written Notice of Intent to Protest the proposed award of this IFB must be received (Facsimile acceptable) by the Coordinator by the date and time specified in Section 1.7, KEY ACTION DATES. Failure to submit a timely, written Notice of Intent to Protest waives Bidders right to protest. Bidder is to send the Notice of Intent to Protest to:

Table 2-2: Notice of Intent to Protest Address

Hand Delivered Bid, Parcel Post (FedEx, UPS, etc.)	United States Postal Service (USPS)
Department of Technology Statewide Technology Procurement Division Attn: Alternative Protest Process Coordinator 10860 Gold Center Drive, Suite 200 – Security Desk Rancho Cordova, CA 95670	Department of Technology Statewide Technology Procurement Division Attn: Alternative Protest Process Coordinator Mail Stop Y12 P.O. Box 1810 Rancho Cordova, CA 95741-1810
Email: technologyprocurements@state.ca.gov	

Copies of the protest are to be sent to the Procurement Official listed in Section 1.6.

Within seven (7) working days after the last day to submit a Notice of Intent to Protest, the Coordinator must receive from the protesting Bidder the complete protest filing including the signed, written detailed statement of protest including exhibits, filing fee and deposit or small business certification as applicable. Untimely submission of the complete protest filing waives the Bidders right to protest.

Protest bond requirement: the bond amount for this Alternative Protest Process shall not be less than Ten percent (10%) of the estimated contract value. See California Code of Regulations, Title 1, Section 1418.

2.8 NEGOTIATIONS

The State of California reserves the right to negotiate. Should it be determined that it is in the State's best interest, the State will conduct negotiations under PCC §6611. The purpose of the Negotiation Process is to maximize the State's ability to obtain best value, based on the requirements and the evaluation factors set forth in the IFB.

2.9 CONTACTS FOR INFORMATION

Bidders may only contact the Procurement Official listed in Section 1.6 with regard to this IFB document.

Oral communications of department officers and employees concerning this IFB document shall not be binding on the State and shall in no way excuse the Bidder of any obligations set forth in this IFB document.

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3 CURRENT ENVIRONMENT

The CA 9-1-1 Branch oversees over 440 PSAPs that use tariffs to receive their Enhanced emergency call routing functions (9-1-1 services) via traditional Tip-n-ring, dedicated wirelines to deliver enhanced 9-1-1 calls to the proper PSAP via the Selective Router based on the preassigned ESN. Some NG9-1-1 Core Services are procured using the CDT CALNET 2 contract for 37 PSAPs in the Northeast Grant Project.

3.1 Current PSAP Locations

The current list of PSAPs who are funded by the CA 9-1-1 Branch are included in Table 3-1: PSAPs Currently Funded by SETNA. PSAPs may be added or removed from time to time by the State for a variety of reasons. Not all PSAPs request/receive funding from the CA 9-1-1 Branch, therefore, the PSAPs List is not inclusive of all PSAPs in California.

The status of NG9-1-1 Core Services Existing, in place today, and planned are designated by CE or CP. Core Services Planned are at those PSAPs involved in a project to plan for NG9-1-1 Core Service implementation. The Evergreen Network based Turn-key Solution existing, in place today, and planned to be implemented are designated by EE or EP.

CE – Core Existing

CP – Core Planned

EE – Evergreen Existing

EP – Evergreen Planned

TABLE 3.1 PSAPs CURRENTLY FUNDED BY SETNA

#	PSAP NAME	STATUS	LOCATION
1.	Alameda County Regional Fire/LLNL		Livermore
2.	Alameda County Sheriff's Department		San Leandro
3.	Alameda Police Department		Alameda
4.	Albany Police Department		Albany
5.	Alhambra Police/Fire Department	EP, CP	Alhambra
6.	Amador County Sheriff's Department		Jackson
7.	Anaheim Police Department		Anaheim
8.	Antioch Police Department		Antioch
9.	Arcadia Police Department	EP, CP	Arcadia
10.	Arcata Police Department		Arcata
11.	Arvin Police Department		Arvin
12.	Atascadero Police Department		Atascadero
13.	Atherton Police Department		Atherton
14.	Atwater Police Department		Atwater
15.	Auburn Police Department		Auburn
16.	Avalon Fire Department		Avalon
17.	Azusa Police Department		Azusa
18.	Bakersfield Police Department		Bakersfield
19.	Baldwin Park Police Department		Baldwin Park

#	PSAP NAME	STATUS	LOCATION
20.	Banning Police Department		Banning
21.	Barstow Police Department		Barstow
22.	Bay Area Rapid Transit (BART) Police Department		Oakland
23.	Bear Valley Police Department		Tehachapi
24.	Beaumont Police Department		Beaumont
25.	Bell Gardens Police Department		Bell Gardens
26.	Bell Police Department		Bell
27.	Belmont Police Department		Belmont
28.	Benicia Police Department		Benicia
29.	Berkeley Police/Fire Communications Center		Berkeley
30.	Beverly Hills Police Department	EP, CP	Beverly Hills
31.	Bishop Police Department		Bishop
32.	Blythe Police Department		Blythe
33.	Brawley Police Department		Brawley
34.	Brea Police Department		Brea
35.	Buena Park Police Department		Buena Park
36.	Burbank Police Department	EE, CP	Burbank
37.	Burlingame Police Department		Burlingame
38.	Butte County Sheriff's Department	CE	Oroville
39.	Calaveras County Sheriff's Department		San Andreas
40.	Calexico Police Department		Calexico
41.	CAL-FIRE Camino (Amador/El Dorado Unit)		Camino
42.	CAL-FIRE El Cajon (San Diego Unit)		El Cajon
43.	CAL-FIRE Felton (San Mateo/Santa Cruz Unit)		Felton
44.	CAL-FIRE Fortuna (Humboldt/Del Norte Unit)		Fortuna
45.	CAL-FIRE Fresno (Fresno/Kings Unit)		Fresno
46.	CAL-FIRE Grass Valley (Nevada/Yuba/Placer Unit)		Grass Valley
47.	CAL-FIRE Mariposa (Madera/Mariposa/Merced Unit)		Mariposa
48.	CAL-FIRE Monterey (San Benito/Monterey Unit)		Monterey
49.	CAL-FIRE Morgan Hill (Santa Clara Unit)		Morgan Hill
50.	CAL-FIRE Oroville (Butte Unit)	CE	Oroville
51.	CAL-FIRE Perris (Riverside Unit)		Perris
52.	CAL-FIRE Red Bluff (Tehama/Glenn Unit)	CE	Red Bluff
53.	CAL-FIRE Redding (Shasta/Trinity Unit)	CE	Redding
54.	CAL-FIRE San Andreas (Tuolumne/Calaveras Unit)		San Andreas
55.	CAL-FIRE San Bernardino (San Bernardino Unit)		San Bernardino
56.	CAL-FIRE San Luis Obispo (San Luis Obispo Unit)		San Luis Obispo
57.	CAL-FIRE St Helena (Sonoma/Lake/Napa Unit)		St Helena
58.	CAL-FIRE Susanville (Lassen/Modoc Unit)	CE	Susanville
59.	CAL-FIRE Visalia (Tulare Unit)		Visalia
60.	CAL-FIRE Willits (Mendocino Unit)		Willits
61.	CAL-FIRE Yreka (Siskiyou Unit)	CE	Yreka
62.	California City Police Department		California City
63.	Calistoga Police Department		Calistoga

#	PSAP NAME	STATUS	LOCATION
64.	Campbell Police Department		Campbell
65.	Carlsbad Police Department		Carlsbad
66.	Carmel Police Department		Carmel
67.	Cathedral City Police Department		Cathedral City
68.	Ceres Police Department		Ceres
69.	Cerritos College Police Department		Norwalk
70.	Chico Police Department	CE	Chico
71.	Chino Police Department		Chino
72.	Chowchilla Police Department		Chowchilla
73.	CHP Atwater (Merced)		Atwater
74.	CHP Bakersfield (Kern)		Bakersfield
75.	CHP Barstow (San Bernardino)		Barstow
76.	CHP Bishop (Inyo)		Bishop
77.	CHP Border Comm Center		San Diego
78.	CHP Capitol Communications Center		Sacramento
79.	CHP Chico (Butte)	CE	Chico
80.	CHP El Centro (Imperial)		Imperial
81.	CHP Eureka (Humboldt)		Arcata
82.	CHP Fresno		Fresno
83.	CHP Indio (Riverside)		Indio
84.	CHP Inland (San Bernardino)		Fontana
85.	CHP Irvine (Orange)		Irvine
86.	CHP Los Angeles		Los Angeles
87.	CHP Rancho Cordova (Sacramento)		Rancho Cordova
88.	CHP Redding (Shasta)	CE	Redding
89.	CHP Salinas (Monterey)		Salinas
90.	CHP San Luis Obispo		San Luis Obispo
91.	CHP Stockton (San Joaquin)		Stockton
92.	CHP Susanville (Lassen)	CE	Susanville
93.	CHP Truckee (Nevada)		Truckee
94.	CHP Ukiah (Mendocino)		Ukiah
95.	CHP Vallejo/Golden Gate (Solano)		Vallejo
96.	CHP Ventura		Ventura
97.	CHP Yreka (Siskiyou)	CE	Yreka
98.	Chula Vista Police Department		Chula Vista
99.	Citrus Heights Police Department		Citrus Heights
100.	Claremont Police Department		Claremont
101.	Cloverdale Police Department		Cloverdale
102.	Clovis Police Department		Clovis
103.	Coalinga Police Department		Coalinga
104.	Colma Police Department		Colma
105.	Colton Police Department		Colton
106.	Colusa County Sheriff's Department	CE	Colusa
107.	Concord Police Department		Concord

#	PSAP NAME	STATUS	LOCATION
108	CONFIRE - San Bernardino County Fire (Rialto)		Rialto
109	Contra Costa County Fire Protection District		Pleasant Hill
110	Contra Costa County Sheriff's Department		Martinez
111	Corcoran Police Department		Corcoran
112	Corning Fire Department	CE	Corning
113	Corning Police Department	CE	Corning
114	Corona Police Department		Corona
115	Coronado Police Department		Coronado
116	Costa Mesa Police Department		Costa Mesa
117	Cotati Police Department		Cotati
118	Covina Police Department	EP,CP	Covina
119	CSU Channel Island Police Department		Camarillo
120	CSU Chico Police Department	CE	Chico
121	CSU Dominguez Hills Police Department		Carson
122	CSU East Bay Police Department		Hayward
123	CSU Fresno Police Department		Fresno
124	CSU Fullerton Police Department		Fullerton
125	CSU Humboldt Police Department		Arcata
126	CSU Long Beach University Police		Long Beach
127	CSU Los Angeles Police Department		Los Angeles
128	CSU Northridge University Police		Northridge
129	CSU Pomona (Cal Poly) Police Department		Pomona
130	CSU San Bernardino Police Department		San Bernardino
131	CSU San Diego Police Department		San Diego
132	CSU San Francisco Police Department		San Francisco
133	CSU San Jose Police Department		San Jose
134	CSU San Luis Obispo (Cal Poly) Police Department		San Luis Obispo
135	CSU San Marcos Police Department		San Marcos
136	CSU Sonoma Police Department		Rohnert Park
137	Culver City Police/Fire Department	EP,CP	Culver City
138	Daly City Police Department		Daly City
139	Davis Police Department		Davis
140	Del Norte County Sheriff's Department		Crescent City
141	Delano Police Department		Delano
142	Dinuba Police Department		Dinuba
143	Dos Palos Police Department (Westside Regional)		Dos Palos
144	Downey Fire Department		Downey
145	Downey Police Department		Downey
146	East Bay Regional Park District		Castro Valley
147	El Cajon Police Department		El Cajon
148	El Camino Community College District Police		Torrance
149	El Centro Police Department		El Centro
150	El Dorado County Sheriff's Department		Placerville
151	El Monte Police Department		El Monte

#	PSAP NAME	STATUS	LOCATION
152	Elk Grove Police Department		Elk Grove
153	Emeryville Police Department		Emeryville
154	Escondido Police Department		Escondido
155	Eureka Police Department		Eureka
156	Fairfax Police Department		Fairfax
157	Fairfield Police Department		Fairfield
158	Firebaugh Police Department		Firebaugh
159	Folsom Police Department		Folsom
160	Fontana Police Department		Fontana
161	Fortuna Police Department		Fortuna
162	Foster City Police Department		Foster City
163	Fountain Valley Police Department		Fountain Valley
164	Fremont Police Department		Fremont
165	Fresno County EMS		Fresno
166	Fresno County Sheriff's Department		Fresno
167	Fresno Police Department		Fresno
168	Fullerton Police Department		Fullerton
169	Galt Police Department		Galt
170	Garden Grove Police Department		Garden Grove
171	Gilroy Police Communications		Gilroy
172	Glendale Police Department	EE,CP	Glendale
173	Glendora Police Department		Glendora
174	Glenn County Sheriff's Department	CE	Willows
175	Gridley Police Department	CE	Gridley
176	Grover Beach Police Department		Grover Beach
177	Hanford Police Department		Hanford
178	Hayward Police Department		Hayward
179	Healdsburg Police Department		Healdsburg
180	Heartland Communications Facility Authority - Fire		El Cajon
181	Hemet Police Department		Hemet
182	Hillsborough Police Department		Hillsborough
183	Humboldt County Sheriff's Department		Eureka
184	Huntington Beach Police Department		Huntington Beach
185	Huntington Park Police Department		Huntington Park
186	Huron Police Department		Huron
187	Imperial County Sheriff's Department		El Centro
188	Indio Police Department		Indio
189	Inglewood Police/Fire Department Communications		Inglewood
190	Inyo County Sheriff's Department		Independence
191	Irvine Police Department		Irvine
192	Irwindale Police Department		Irwindale
193	Kern County Fire Department		Bakersfield
194	Kern County Sheriff's Department		Bakersfield
195	Kings County Sheriff's Department		Hanford

#	PSAP NAME	STATUS	LOCATION
196	Kingsburg Police Department		Kingsburg
197	La Habra Police Department		La Habra
198	La Mesa Police Department		La Mesa
199	La Palma Police Department		La Palma
200	La Verne Police/Fire Department	EP,CP	La Verne
201	Laguna Beach Police Department		Laguna Beach
202	Lake County Sheriff's Department		Lakeport
203	LASD Carson Sheriff's Station		Carson
204	LASD - Century Sheriff's Station		Lynwood
205	LASD - Cerritos Sheriff's Station		Cerritos
206	LASD - Compton Sheriff's Station		Compton
207	LASD - Crescenta Valley Sheriff's Station		La Crescenta
208	LASD - East Los Angeles Sheriff's Station		Los Angeles
209	LASD - Industry Sheriff's Station		City of Industry
210	LASD - Lakewood Sheriff's Station		Lakewood
211	LASD - Lancaster Sheriff's Station		Lancaster
212	LASD - Lomita Sheriff's Station		Lomita
213	LASD - Lost Hills/Malibu Sheriff's Station (Agoura)		Calabasas
214	LASD - Marina Del Rey Sheriff's Station		Marina Del Rey
215	LASD - Metro Transportation Authority		Los Angeles
216	LASD - Norwalk Sheriff's Station		Norwalk
217	LASD - Palmdale Sheriff's Station		Palmdale
218	LASD - Pico Rivera Sheriff's Station		Pico Rivera
219	LASD - San Dimas Sheriff's Station		San Dimas
220	LASD - Santa Clarita Valley Sheriff's Station		Valencia
221	LASD - South Los Angeles Sheriff's Station		Los Angeles
222	LASD - Temple City Sheriff's Station		Temple City
223	LASD - Walnut/Diamond Bar Sheriff's Station		Walnut
224	LASD - West Hollywood Sheriff's Station		Los Angeles
225	Lassen County Sheriff's Department	CE	Susanville
226	Lincoln Police Department		Lincoln
227	Lindsay Police Department		Lindsay
228	Livermore Police Department		Livermore
229	Livingston Police Department		Livingston
230	Lodi Police Department		Lodi
231	Lompoc Police Department		Lompoc
232	Long Beach Fire Department		Long Beach
233	Long Beach Police Department		Long Beach
234	Los Altos Police Department		Los Altos
235	Los Angeles City Fire Department		Los Angeles
236	Los Angeles County Fire		Los Angeles
237	Los Angeles Police Department		Los Angeles
238	Los Banos Police Department		Los Banos
239	Los Gatos Police Communications		Los Gatos

#	PSAP NAME	STATUS	LOCATION
240	Madera County Sheriff		Madera
241	Madera Police Department		Madera
242	Manteca Police Department		Manteca
243	Marin County Fire Department		Woodacre
244	Marin County Sheriff's Department		San Rafael
245	Mariposa County Sheriff's Department		Mariposa
246	Martinez Police Department		Martinez
247	Marysville Police Department	CE	Marysville
248	McFarland Police Department		McFarland
249	Mendocino County Sheriff's Department	EE,CP	Ukiah
250	Menlo Park Police Department		Menlo Park
251	Merced County Sheriff's Department		Merced
252	Merced Emergency Medical Services		Merced
253	Merced Police Department		Merced
254	MetroNet - Metro Cities Fire Authority Comm. Center		Anaheim
255	Milpitas Police Department		Milpitas
256	Modoc County Sheriff's Department	CE	Alturas
257	Mono County Sheriff's Department		Bridgeport
258	Monrovia Police Department	EP,CP	Monrovia
259	Montclair Police Department		Montclair
260	Montebello Police Department	EP,CP	Montebello
261	Montecito Fire Protection District		Montecito
262	Monterey County Emergency Communications		Salinas
263	Monterey Park Police/Fire Department	EP,CP	Monterey Park
264	Morgan Hill Police Communications		Morgan Hill
265	Mountain View Police/Fire Department		Mountain View
266	Mt. Shasta Police Department	CE	Mt Shasta
267	Murrieta Police Department		Murrieta
268	Napa County Communications		Napa
269	NASA AMES Police Department		Moffett Field
270	National City Police Department		National City
271	Nevada County Sheriff's Department		Nevada City
272	Newark Police/Fire Department		Newark
273	Newport Beach Police Department		Newport Beach
274	North County Dispatch		Rancho Santa Fe
275	Novato Police Department		Novato
276	Oakdale Police Department		Oakdale
277	Oakland Fire Department		Oakland
278	Oakland Police Department		Oakland
279	Oceanside Police Department		Oceanside
280	Ontario Fire Department		Ontario
281	Ontario Police Department		Ontario
282	Orange County Fire Authority		Irvine
283	Orange County Sheriff's Department (Harbor		Corona Del Mar

#	PSAP NAME	STATUS	LOCATION
284	Orange County Sheriff's Department		Silverado
285	Orange Police Department		Orange
286	Oroville Police Department	CE	Oroville
287	Oxnard Police/Fire Department	CP	Oxnard
288	Palm Springs Police/Fire Department		Palm Springs
289	Palo Alto Police Department		Palo Alto
290	Palos Verdes Estates Police/Fire Department		Palos Verdes
291	Paradise Police Department	CE	Paradise
292	Pasadena Police Department	EE,CP	Pasadena
293	Paso Robles Police Department		Paso Robles
294	Petaluma Police Department		Petaluma
295	Piedmont Police Department		Piedmont
296	Pinole Police Department		Pinole
297	Pismo Beach Police Department		Pismo Beach
298	Placentia Police Department		Placentia
299	Placer County Sheriff's Department		Auburn
300	Placerville Police Department		Placerville
301	Pleasant Hill Police Department		Pleasant Hill
302	Pleasanton Police Department		Pleasanton
303	Plumas County Sheriff's Department	CE	Quincy
304	Pomona Police Department	EP,CP	Pomona
305	Port Hueneme Police Department		Port Hueneme
306	Porterville Police Department		Porterville
307	Red Bluff Police Department	CE	Red Bluff
308	Redlands Police Department		Redlands
309	Redondo Beach Police/Fire Department		Redondo Beach
310	Redwood City Police Department		Redwood City
311	Reedley Police Department		Reedley
312	Rialto Police Department		Rialto
313	Richmond Police Department		Richmond
314	Ridgecrest Police Department		Ridgecrest
315	Ripon Police Department		Ripon
316	Riverside County Sheriff's Department		Blythe
317	Riverside County Sheriff's Department		Palm Desert
318	Riverside County Sheriff's Department		Riverside
319	Riverside Police Department		Riverside
320	Rocklin Police Department		Rocklin
321	Rohnert Park Police Department		Rohnert Park
322	Roseville Police Department		Roseville
323	Sacramento City Police Department		Sacramento
324	Sacramento County Sheriff's Department		Elk Grove
325	Sacramento Regional Fire Emergency Comm. Center -		Sacramento
326	San Bernardino County Sheriff's Department		Rialto
327	San Bernardino County Sheriff's Department		Hesperia

#	PSAP NAME	STATUS	LOCATION
328	San Bernardino Police Department		San Bernardino
329	San Bruno Police Department		San Bruno
330	San Diego County Lifeguards		San Diego
331	San Diego County Sheriff's Department		San Diego
332	San Diego Fire Communications		San Diego
333	San Diego Harbor Police Department		San Diego
334	San Diego Police Department		San Diego
335	San Fernando Police Department	EP,CP	San Fernando
336	San Francisco Dept. Emergency Management		San Francisco
337	San Francisco International Airport Police		South San Francisco
338	San Gabriel Police Department	EP,CP	San Gabriel
339	San Joaquin County Sheriff's Department		French Camp
340	San Jose Police/Fire Communications		San Jose
341	San Leandro Police Department		San Leandro
342	San Luis Obispo County Sheriff's Department		San Luis Obispo
343	San Luis Obispo Police Department		San Luis Obispo
344	San Marino Police Department	EP,CP	San Marino
345	San Mateo County Communications		Redwood City
346	San Mateo Police Department		San Mateo
347	San Rafael Police Department		San Rafael
348	San Ramon Valley Fire Protection District		San Ramon
349	Santa Ana Police Department		Santa Ana
350	Santa Barbara County Sheriff's Department		Santa Barbara
351	Santa Barbara Police Department		Santa Barbara
352	Santa Clara County Sheriff's Department		San Jose
353	Santa Clara Police Department		Santa Clara
354	Santa Cruz Regional 9-1-1		Santa Cruz
355	Santa Maria Police Department		Santa Maria
356	Santa Monica Police Department		Santa Monica
357	Santa Paula Police Department		Santa Paula
358	Santa Rosa Police Department		Santa Rosa
359	Scotts Valley Police Department		Scotts Valley
360	Sebastopol Police Department		Sebastopol
361	Selma Police Department		Selma
362	Shafter Police Department		Shafter
363	Shasta County Comm. Center - SHASCOM	CE	Redding
364	Sierra County Sheriff's Department	CE	Downieville
365	Sierra Madre Police/Fire Department	EE,CP	Sierra Madre
366	Signal Hill Police Department		Signal Hill
367	Simi Valley Police Department	CP	Simi Valley
368	Siskiyou County Sheriff's Department		Yreka
369	Solano County Sheriff		Fairfield
370	Sonoma County REDCOM Fire & EMS		Santa Rosa
371	Sonoma County Sheriff's Department		Santa Rosa

#	PSAP NAME	STATUS	LOCATION
372	Sonora Police Department		Sonora
373	South Bay Regional Public Comm. Authority		Hawthorne
374	South Gate Police Department		South Gate
375	South Lake Tahoe Police Department		South Lake Tahoe
376	South Pasadena Police/Fire Department	EP,CP	South Pasadena
377	South San Francisco Police Department		South San Francisco
378	St. Helena Police Department		St. Helena
379	Stanislaus Regional 9-1-1		Modesto
380	Stockton Fire Department		Stockton
381	Stockton Police Department		Stockton
382	Suisun City Police Department		Suisun
383	Sunnyvale Police Department		Sunnyvale
384	Sutter County Sheriff's Department	CE	Yuba City
385	Taft Police Department		Taft
386	Tehama County Sheriff's Department	CE	Red Bluff
387	Torrance Police Department		Torrance
388	Tracy Police Department		Tracy
389	Trinity County Sheriff's Department	CE	Weaverville
390	Tulare County Consol. Ambulance Dispatch - TCCAD		Tulare
391	Tulare County Fire Department		Farmersville
392	Tulare County Sheriff's Department		Visalia
393	Tulare Police Department		Tulare
394	Tuolumne County Sheriff's Department		Sonora
395	Turlock Police Department		Turlock
396	UC Berkeley Police Department		Berkeley
397	UC Davis Police Department		Davis
398	UC Irvine Police Department		Irvine
399	UC Los Angeles Police Department		Los Angeles
400	UC Merced Police Department		Merced
401	UC Riverside Police Department		Riverside
402	UC San Diego Police Department		La Jolla
403	UC San Francisco Police Department		San Francisco
404	UC Santa Barbara Police Department		Santa Barbara
405	UC Santa Cruz Police Department		Santa Cruz
406	Ukiah Police Department	EE,CP	Ukiah
407	Union City Police Department		Union City
408	Upland Police Department		Upland
409	US Air Force Beale AFB SFCC		Beale AFB *
410	US Air Force Edwards AFB Fire Department		Edwards AFB
411	US Air Force Travis AFB		Travis AFB
412	US Air Force Vandenberg AFB Police/Fire Department		Vandenberg AFB
413	US Army Fort Hunter Liggett Police Department		Ft Hunter Liggett
414	US Army Fort Irwin Provost Marshall (MP)		Fort Irwin
415	US Army Presidio of Monterey Dispatch Center		Presidio of Monterey

#	PSAP NAME	STATUS	LOCATION
416	US Park Police Golden Gate NRA		San Francisco
417	US Sequoia National Park		Three Rivers
418	US Yosemite National Park		El Portal
419	USMC Camp Pendleton JECC		Camp Pendleton
420	USMC Logistics Base Barstow - NEBO Provost Marshall		Barstow
421	USMC Miramar Air Station Police/Fire Dept.		San Diego
422	USMC Twenty-Nine Palms Combat Center - Fire		Twenty-Nine Palms
423	Vacaville Police Department		Vacaville
424	Vallejo Police Department		Vallejo
425	Valley Regional Emergency Communications Center		Modesto
426	Ventura County Fire Protection District		Camarillo
427	Ventura County Sheriff's Department	CP	Ventura
428	Ventura Police Department		Ventura
429	Verdugo Fire Department	EE,CP	Glendale
430	Vernon Police Department		Vernon
431	Visalia Police Department		Visalia
432	Walnut Creek Police Department		Walnut Creek
433	Weed Police Department	CE	Weed
434	West Covina Police/Fire Department	EP,CP	West Covina
435	WEST-COMM - West Cities Police Comm Center		Seal Beach
436	Westminster Police Department		Westminster
437	Whittier Police Department		Whittier
438	Willits Police Department	EE,CP	Willits
439	Willows Fire Department	CE	Willows
440	Yolo Emergency Communications Agency YECA		Woodland
441	Yreka Police Department	CE	Yreka
442	Yuba City Police Department	CE	Yuba City
443	Yuba County Sheriff's Department	CE	Marysville

CE – Core Existing
 CP – Core Planned
 EE – Evergreen Existing
 EP – Evergreen Planned

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4 PROPOSED ENVIRONMENT

The NG9-1-1 services in California need to meet and exceed all industry standards for our diverse PSAP community, including 58 Counties statewide over a wide ranging geography. NG9-1-1 core services must meet the highest level of resiliency and availability to process all 9-1-1 request for services which can exceed the current thirty million (30,000,000) calls per year. The robust and diverse core network must be able to handle the large 9-1-1 call volume, text, video, pictures, email in an IP environment and provide remote tracking for all information that is processed from insertion to delivery in the network with a 99.999 percent reliability. Rapidly advancing technologies supporting NG9-1-1 services most likely will include: interfaces to high speed broadband access; evergreen network turnkey solutions; specialized; configurable policy routing functions as well as evolving text, multi-media and other data modalities.

The CA 9-1-1 Branch will oversee and approve all purchases made under the Contract for NG9-1-1 Core Services and purchase the network connection to PSAPs (last mile) separately via CALNET 3 contract. All other network connections shall be inclusive of the Bidders offering.

The result of this IFB will be to award contracts to multiple vendors who will provide a complete, end-to-end NG9-1-1 Core Service offering, which the CA 9-1-1 Branch will use to solicit bids from contractors based on a specific PSAP service location, anywhere, any size, and any call volume throughout the State of California.

As technology emerges, the State will consider integrating future services that will benefit the Public and PSAP's in providing emergency response.

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5 ADMINISTRATIVE REQUIREMENTS SECTION

This section contains the Administrative Requirements that must be met in order to be considered responsive to this IFB.

All Administrative Requirements listed in this section are denoted as follows:

(M) are Mandatory and scored on a pass/fail basis. A "Fail" will result in a bid being deemed non-responsive and, therefore, will be disqualified. Failure to provide a response to each Mandatory requirement where indicated will result in disqualification.

(O) are Optional and are not required to be offered by the Bidders in order to be compliant with the IFB requirements. Bidders may choose whether to meet administrative requirements labeled as (O) such as those relating to preference points. However, if a Bidders offers any of these optional requirements, the Bidders must meet the minimum requirements as stated in this section. The State's evaluation team will review responses to optional requirements and apply points, if applicable, per criteria stated in Section 9, Evaluation.

5.1 BIDDERS ADMINISTRATIVE RESPONSE DOCUMENTS

5.1.1 Response to Administrative Requirements (M)

Bidders must indicate their willingness and ability to satisfy these requirements by marking "Yes" on the "Bidder agrees "Yes/No" column on Exhibit 3, "Response to Administrative Requirements". Answering "No" to any of the Mandatory Administrative Requirements (M) in the Final Bid will result in the bid being deemed non-responsive, and therefore disqualified.

5.1.2 Secretary of State Certification (M)

If required by law, the Prime Contractor must submit a Certificate of Status from California Secretary of State, showing Prime Contractor is certified with the California Secretary of State (SOS) to do business in the State of California. If the Bidder does not currently have this certification, the firm must be certified before a Contract award can be made, and must provide information in the Final Bid to support the status of its application to be certified to do business in the State of California.

Domestic and foreign Corporations, Limited Liability Companies (LLCs), Limited Liability Partnerships (LLPs) and Limited Partnerships (LPs) must be registered with the California SOS to be awarded the Contract. The SOS Certificate of Status must be included with the bid. The required document(s) may be obtained through the SOS, Certification and Records Unit at (916) 657-5448 or through the following website: <http://kepler.sos.ca.gov/> (Exhibit 9).

5.1.3 Workers Compensation (M)

The Prime Contractor must maintain statutory Workers' Compensation for all its employees who will be engaged in the performance of the Contract, and agree to furnish the State satisfactory

evidence thereof at the time the State may so request. The Bidder is required to sign Exhibit 4, *Workers' Compensation Certification*, and submit it with the Bid response.

5.1.4 Payee Data Record (M)

The Payee Data Record (STD.204) indicates the Bidder is subject to state income tax withholdings pursuant to California Revenue and Taxation Code section 18662.

Bidders must complete Exhibit 7, Payee Data Record, and submit it with their bid. The Bidder must provide the company's Federal Employer Identification Number (Business IRS Number) with their final bid submission on this form. The form can be located at the following website: <http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf>

5.1.5 Iran Contracting Act of 2010 (M)

Division 2, Part 1, Chapter 2.7 of the PCC is the Iran Contracting Act of 2010 (Act). This Act requires at §2203 that no one shall submit a bid for a contract, or enter into or renew a contract, with a public entity for goods or services valued at \$1,000,000 or more if that person (i.e., Bidders or Contractor) engages in investment activities of \$20,000,000 or more as described in PCC §2202.5 pursuant to all provisions of the Act. The Act, at §2204 requires Bidders to certify at the time the bid is submitted or the contract is renewed, that the person is not identified on a list created pursuant to subdivision (b) of PCC §2203 as a person engaging in investment activities in Iran described in subdivision (a) of PCC §2202.5, or as a person described in subdivision (b) of PCC §2202.5, as applicable. Bidders are therefore required to complete Exhibit 10, Iran Contracting Act of 2010, and submit it with their Final Bid, and again each time their awarded contract is renewed.

5.1.6 Confidentiality Statement (M)

The Bidder engaging in services pertaining to this IFB, requiring contact with confidential State information or State customer information will be required to exercise security precautions for all such data that is made available and must accept full legal responsibility for the protection of this confidential information. This includes all statistical, personal, technical and/or other confidential personal data and information relating to the State's operations that are designated confidential by the State.

The Bidder must submit Exhibit 2, Confidentiality Statement, for the Bidder's firm. The completed Confidentiality Statement must be submitted with the Intent to Bid, Exhibit 1. The Bidder will also be required, upon Contract Award, to submit a signed Confidentiality Statement from all employees and Subcontractor staff assigned to the awarded Contract.

5.1.7 Subcontractors (M)

It is the Bidder's responsibility to ensure any Subcontractor that the Bidder chooses to use in fulfilling the requirements of this IFB, which is expected to receive more than ten percent (10%) of the value of the Contract, must also meet all Administrative, Business, Functional and Technical Requirements of the IFB, as applicable to the services provided by the Subcontractor.

Nothing contained in the resulting contract shall create any relationship between the State and any Subcontractors, and no subcontract shall relieve the Bidder of its responsibilities and obligations. The Bidder is fully responsible to the State for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by them.

The Contractor shall not change Subcontractor(s) and/ or DVBE Subcontractor(s) if such changes conflict with the work to be performed under this contract. For DVBE Subcontractor changes, the Contractor shall utilize another DVBE Subcontractor. The State recognizes that changes to Subcontractor(s) may be necessary and in the best interests of the State, however, advance notification of a contemplated change and the reasons for such change must be made to the State no less than seven (7) business days prior to the existing Subcontractor's termination. If this should occur, the Contractor should be aware that the State contract administrator or designee must approve any changes to the Subcontractor(s) prior to the termination of the existing Subcontractor(s). This also includes any changes made between submittal of the Final Bid and actual start of the contract.

The State will not compensate the Contractor for any of the Contractor's time or effort to educate or otherwise make the new Subcontractor(s) ready to begin work on the contract.

The Bidder's obligation to pay its subcontracts is an independent obligation from the State's obligation to pay or to enforce the payment of any money to any subcontractor. Contractor is solely responsible for any payments to or claims made by Subcontractors.

5.1.8 Bidder Declaration Form (M)

All Bidders must complete Exhibit 13, Bidder Declaration GSPD-05-105, and include it with the bid. When completing the declaration, the Bidder must identify all Subcontractors proposed for participation in the Contract. The Bidder awarded the Contract is contractually obligated to use the Subcontractors for the corresponding work identified, unless the Department agrees to a substitution and it is incorporated, in writing. If the Bidder is not using Subcontractors, complete the form with "Not Applicable" and the Bidders signature. The form is also available at:

www.documents.dgs.ca.gov/pd/poliproc/MASTEr-BidDeclar08-09.pdf

5.1.9 Financial Stability (M)

In order to minimize the potential risk of default due to financial issues, the State reserves the right to request additional documentation throughout the life of the awarded contract.

The State must be assured that the Bidder continues to have the financial resources to sustain their operations during potentially long system development and implementation phases including the time required for the Customer to pay the Bidder after project acceptance.

5.1.10 Bonds and Other Security Documents (M)

Bidders may be required by the user agency to submit proof of Bondability from a surety admitted in California, which states the surety unconditionally offers to guarantee up to value of

an individual project, the Bidder's performance in all respects of the terms and conditions and provisions of this Contract.

5.2 BIDDING PREFERENCE PROGRAMS

5.2.1 Cover Letter (M)

A cover letter must be submitted on Company Letterhead with the Final Bid and contain the following information:

- 1) Legal name of the Bidding organization.
- 2) Address of the Bidder's organization.
- 3) A statement that the bid response is the Bidder's binding offer, good for 120 – 180 calendar days from scheduled Contract Award date, as noted in Section 1.7, KEY ACTION DATES.
- 4) A statement indicating that the Bidder agrees to the terms and conditions of this IFB and accepting responsibility as the Prime Contractor if awarded the Contract resulting from this IFB.
- 5) A statement indicating that the Bidder has available staff with the appropriate skills to complete the Contract for all services and provide all deliverables as described in this IFB.
- 6) Be signed by an individual who is authorized to bind the bidding firm contractually. The individual's name must also be typed, and include the title or position that the individual holds in the firm. An unsigned Final Bid may be rejected.
- 7) Email and phone number of the person signing the letter.
- 8) Date signed.

5.2.2 Disabled Veteran Business Enterprise (DVBE) Program

The Disabled Veteran Business Enterprise (DVBE) Participation Goal Program for State contracts are established in Public Contract Code (PCC), Section 10115 et seq., Military and Veterans Code (MVC), Section 999 et seq., and California Code of Regulations (CCR), Title 2, Section 1896.60 et seq.

For the purpose of this solicitation the DVBE program participation requirement has been waived, but the DVBE Incentive is still applicable.

5.2.1.1 DVBE Participation Incentive (O)

DVBE incentives will be applied pursuant to California Code of Regulations (CCR), Title 2, §§1896.99.100 and 1896.99.120. The incentive will be applied during the evaluation process,

and will only be applied to responsive bids from responsible Bidders providing at least one percent (1.00%) DVBE participation. The incentive amount is based on a scale under which Bidders obtaining higher levels of participation qualify for greater incentive amounts, according to the DVBE Incentive Scale, below. The minimum incentive amount for this RFP is one percent (1.00%) of the total available points not including points for socioeconomic incentives or preferences, with a maximum incentive amount of five percent (5%) of those total available points.

Table 5-1: DVBE Incentive Scale

Confirmed DVBE Participation of:	DVBE Incentive Points
5% or Over	50
4% to 4.99% inclusive	40
3% to 3.99% inclusive	30
2% to 2.99% inclusive	20
1% to 1.99% inclusive	10

The awarded DVBE incentive will be applied by adding the qualifying points to the responsive bid submitted by a responsible Bidder. The computation is for evaluation purposes only.

Application of the incentive shall not displace an award to a Small Business with a Non-Small Business. If the highest scoring responsive bid is from a responsible California certified Small Business, the only Bidders eligible for the incentive will be California certified Small Businesses.

Claiming a DVBE Incentive is optional on the part of the Bidder (not mandatory), is for Bid evaluation purposes only, and does not alter the amount of the awarded Contracts. Bidders claiming a DVBE incentive must complete Exhibit 12, *GSPD-05-105 Bidder Declarations*, also available at www.documents.dgs.ca.gov/pd/poliproc/MASTER-BidDeclar08-09.pdf, and Exhibit 13, *STD 843 Disabled Veteran Business Enterprise Declaration*, also available at www.documents.dgs.ca.gov/pd/poliproc/STD-843FillPrintFields.pdf. Bidders who are claiming the DVBE Incentive based on subcontracting to DSG certified DVBEs must also complete and submit as part of the Final Bid response, an Exhibit 18, *Commercially Useful Function Statement*, for each DVBE subcontractor.

A separate STD 843 must be completed by California-certified DVBE owners and managers of each DVBE firm that will be participating in the awarded purchase document.

A Bidder claiming the DVBE Incentive by using DGS certified DVBE Subcontractors shall be contractually obligated to use those Subcontractors for the corresponding work identified, unless the State agrees in writing to a substitution.

See Section 9, EVALUATION, for details on the amount and application of the incentive during bid evaluation.

5.2.3 **Small Business Preference (O)**

Sections 14835, et seq. of the California Government Code requires that a five percent (5%) preference be given to Bidders who are certified by the Department of General Services (DGS) as a Small Business. The rules and regulations of this law, including the definition of a Small Business are in California Code of Regulations, Title 2, Section 1896, et seq. Small Business Nonprofit Veteran Service Agency (SB/NVSA) prime Bidders that are California Small Business certified and meet the requirements under Military and Veterans Code sections 999.50, et seq. are eligible for the five percent (5%) Small Business preference.

More information regarding the Small Business preference may be found at: www.dgs.ca.gov/pd/Programs/OSDS.aspx

Bidders claiming the preference must complete Exhibit 12, Bidding Preferences and Incentives.

5.2.4 **Non-Small Business Preference (O)**

A five percent (5%) bid preference is available to Bidders who qualify as a non-small business claiming at least 25 percent (25%) California certified small business Subcontractor participation. A Bidder claiming the Small Business Preference by using DGS certified Small Business Subcontractors shall be contractually obligated to use those Subcontractors for the corresponding work identified, unless the State agrees in writing to a substitution per 2 CCR §1896.10.

Certification applications and required support documents must be submitted to the DGS Office of Small Business and DVBE Services (OSDS) no later than 5:00 p.m. on the Final Bid due date; and the OSDS must be able to approve the application as submitted. Bidders may contact the OSDS at (916) 375-4940 for any information or questions concerning certification.

The Small Business Preference is optional on the part of the Bidder (not mandatory), is for Bid evaluation purposes only, and does not alter the amount of the awarded Contracts.

If using Small Business Subcontractors, the Bidder must complete and submit Exhibit 13, GSPD-05-105 Bidder Declaration.

5.2.5 **Commercially Useful Function (M)**

If the Bidder is a California-Certified SB, in accordance with AB 669 (Chapter 623, Statutes of 2003), the Bidder must address specific aspects of the legislation that requires Certified Small Businesses to perform a Commercially Useful Function as defined by Government Code Sections 14837, 14838.6, 14839, 14842, and 14842.5.

A Contractor, Subcontractor, or supplier will not be considered to perform a Commercially Useful Function if the Contractor's, Subcontractor's, or supplier's role is limited to that of an extra

participant in the transaction, the awarded Contract, or project through which funds are passed to obtain the appearance of small business or micro business participation.

Bidders must complete Exhibit 18, Commercially Useful Function (CUF) Certification. All Bidders and Subcontractors identified in the bid response to fulfill the requirements for one (1) or more of the socio-economic programs (DVBE and small business) must perform a commercially useful function (CUF) in the resulting contract. CUF is defined pursuant to Military and Veterans Code section 999(b)(5)(B) and Government Code section 14837(d)(4)(A) for the DVBE and small business programs, respectively.

Bidders claiming one (1) or more of the socio-economic programs must complete and submit as part of the Final Bid response, Exhibit 13, GSPD-05-105 Bidder Declaration, also available at: www.documents.dgs.ca.gov/pd/poliproc/MASTEr-BidDeclar08-09.pdf. If Bidder is not using Subcontractors, complete and sign Exhibit 13 with "Not Applicable".

Bidder may be required to submit additional written clarifying information regarding CUF (Exhibit 18, Commercially Useful Function Certification). Failure to submit the requested written information as specified may be grounds for bid rejection.

5.2.6 Target Area Contract Preference Act (TACPA) (O)

Target Area Contract Preference will be granted to California-based firms in accordance with Government Code Section 4530 whenever contracts for goods or services are in excess of \$100,000 and the Bidder meets certain requirements as defined in the California Administrative Code (Title 2, Section 1896.30 et seq.) regarding labor needed to produce the goods or provide the services being procured. The Target Area Preference is optional on the part of the Bidder (not mandatory), is for Bid evaluation purposes only, and does not alter the amount of the awarded Contracts. Bidders desiring to claim Target Area Contract Preference Act (TACPA) preference shall complete Exhibit 14, STD 830 Target Area Contract Preference Act – Preference Request for Goods and Services, and submit it with the Final Bid. STD 830 is also available at <http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std830.pdf>. Additional instructions are provided on the form.

5.3 STD 213 IT, STANDARD AGREEMENT (M)

The STD 213 IT, Standard Agreement must be signed by a party authorized to bind the firm contractually. Bidders shall complete Exhibit 15, STD 213 IT Standard Agreement and attach the Statement of Work, Appendix A.

5.4 STATEMENT OF WORK (M)

Appendix A, Statement of Work, identifies and describes the tasks and responsibilities of the Contractor and responsibilities of the State during the development, implementation, and operations phases of the Next Generation 9-1-1 Systems and Services project. The Statement of Work is attached to the STD 213 IT Contract.

5.5 CONTRACT TERMS AND CONDITIONS (M)

The following terms and conditions apply to this IFB and the resulting Agreement:

General Provisions – Information Technology (GSPD-401IT, 09/05/14)

http://www.documents.dgs.ca.gov/pd/poliproc/GSPD401IT14_0905.pdf

5.6 BIDDER RESPONSIBILITY

5.6.1 Ability to Perform (M)

Prior to award of the Contract, the State must be assured that the Bidder selected has all of the resources to successfully perform under the Contract. This includes, but is not limited to, personnel in the numbers and with the skills required; equipment of appropriate type and in sufficient quantity; financial resources sufficient to complete performance under the Contract; and experience in similar endeavors. If, during the evaluation process, the State is unable to assure itself of the Bidder's ability to perform under the Contract, if awarded, the State has the option of requesting from the Bidder any information that the State deems necessary to determine the Bidder's responsibility. If such information is required, the Bidder will be so notified and will be permitted five (5) State business days to submit the information requested in writing. Examples of the type of financial responsibility information requested may include annual reports and current audited balance sheets for the Bidder firm.

5.6.2 Primary Bidder (M)

An award, if made, will be to a Primary Bidder. The selected Primary Bidder will be responsible for successful performance of all Subcontractors and support services offered in response to this Bid. All State policies, guidelines, and requirements that apply to the Primary Bidder also apply to Subcontractors, as applicable to the products and services they provide and to their role as a Subcontractor. Furthermore, the State will consider the Primary Bidder to be the sole point of contact regarding contractual matters for the term of the resulting Contract. The Bidder shall not assign financial documents to a third-party without prior written approval by the State, and an amendment to the resulting Contract.

5.6.3 Commercial General Liability Insurance (M)

The Prime Contractor shall maintain general liability with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined. The policy shall include coverage for liabilities arising out of premises, operations, independent Contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured agreement. This insurance shall apply separately to each insured against whom a claim is made or suit is brought, subject to the Bidder's limit of liability.

In accordance with GSPD 401IT 09/05/2014, section 20 – Insurance; The Contractor shall furnish insurance certificate(s) evidencing required insurance coverage acceptable to the State, including endorsements showing the State as an “additional insured” if required under the Contract. Any required endorsements requested by the State must be separately provided; merely referring to such coverage on the certificates(s) is insufficient for this purpose. When performing work on state owned or controlled property, Contractor shall provide a waiver of subrogation in favor of the State for its workers' compensation policy.

The Prime Contractor shall agree to furnish the State satisfactory evidence thereof within ten (10) calendar days of Contract award.

5.6.4 Seller's Permit (M)

This bid is subject to all requirements set forth in Sections 6452, 6487, 7101 and 18510 of the Revenue and Taxation Code, and Section 10295 of the Public Contract Code, requiring Bidders to provide a copy of their retailer's seller's permit or certification of registration, and, if applicable, the permit or certification of all participating affiliates issued by the State of California's Board of Equalization. The seller's permit must be submitted within (five (5) State Business Days of the State's request or at the time of bid submission). For more information on seller's permit or certification of registration, refer to the following link: <http://boe.ca.gov/pdf/pub73.pdf>

5.7 OTHER ADMINISTRATIVE TERMS AND CONDITIONS

5.7.1 Amendment (M)

Any Contract executed as a result of this IFB, may be amended, consistent with the terms and conditions of the contract and by mutual consent of both parties, subject to approval by the Statewide Technology Procurement Division under PCC 12100.

5.7.2 Availability (M)

If at any time after award of this contract, the Contractor becomes unable to provide any part of its contracted services, the Contractor must, within ten (10) business days, notify the State in writing to seek a potential resolution, and if appropriate, propose a replacement of those services that it can no longer provide. The replacement must be at no cost to the State, and shall be equivalent to or exceed the proposed service that was previously offered and accepted by the State in the Contractor's Final Bid or awarded Contract.

The State reserves the sole right to determine if the proposed replacement is acceptable. An inability to provide a mandatory requirement may be grounds for Contract termination in whole or in part.

5.7.3 Bid Rejection

A Final Bid may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities, of any kind, in accordance with Section 2.5.4, Errors in the Final Bid.

Deviation from terms and conditions previously approved for this IFB may be cause for rejection of the Bid. Bidders submitting conditional bids may be disqualified.

5.8 OTHER ADMINISTRATIVE REQUIREMENTS

5.8.1 Productive Use (M)

The objective of the Productive Use Requirements is to protect the State from being an experimentalist for new equipment and software that has no record of proven performance. Although the State does not expect simply to install a solution already in productive use elsewhere, it wants to avoid becoming a "beta site" for a substantially new technology product.

The proposed solution must include only equipment and off-the-shelf software that is currently supported by its manufacturer. No equipment and/or software may be proposed, specified, or employed if the manufacturer has announced an end to support. The productive use requirements defined in this subsection do not apply to any portion of the custom software developed or modified for the State under this contract.

5.8.2 Customer In-Use (M)

The State requires that each equipment and software component proposed as part of an automated system must have been installed and in productive use, in substantially the conformation bid, for a paying customer external to the Bidder's organization, for at least the number of months shown in the table below prior to the required date of installation or Final Bid submission.

Table 5-1: Productive Use Timeframes

Product	Project Cost	Installation	Final Bid Submission
Category 1 – Critical Software Software that is required to control the overall operation of a computer system or peripheral equipment. Included in this category are operating systems, data base management systems, language interpreters, assemblers and compilers, communications software, and other essential system software.	1) More than \$100,000	8 months	6 months
	2) \$10,000 up to \$100,000	4 months	3 months
	3) Less than \$10,000	1 month	1 month
Category 2 – All Information Technology Equipment and Non-critical Software. Information technology equipment is defined in SAM Section 4819.2.	1) More than \$100,000	6 months	4 months
	2) \$10,000 up to \$100,000	4 months	3 months
	3) Less than \$10,000	1 month	1 month

Substantial design changes in required system control modules or in components critical to the processing requirements of the State's workload are also subject to the In-use requirement. Increases or decreases in numbers of components or minor alteration in equipment or minor

modifications or updates to software to provide improvements or features, to correct errors, or to accommodate hardware changes may be exempt from the In-use requirement by the Department of Technology, STPD, if no substantial changes in logic, architecture or design are involved.

5.8.3 PUBLIC WORKS REQUIREMENTS (APPLICABLE TO INSTALLATION ONLY) (M)

- A. In accordance with the provisions of Section 1773 of the California Labor Code, the Contractor shall conform and stipulates to the general prevailing rate of wages, including employer benefits as defined in Section 1773.1 of the California Labor Code, applicable to the classes of labor to be used for public works such as at the delivery site for the assembly and installation of the equipment of materials purchased under the contract.
- B. Pursuant to Section 1770 of the California Labor Code, the Department of Industrial Relations has ascertained the general prevailing rate of wages in the county in which the work is to be done, to be as listed in the Department of Transportation booklet entitled General Prevailing Wage Rates. The booklet is required to be posted at the job site. Contact the Department of Industrial Relations, Prevailing Wage Unit at (415) 972-8628.
- C. Prior to the commencement of performance, the Contractor must obtain and provide to the State, a payment bond, on STD 807 when the contract involves a public works expenditure (labor/installation costs) in excess of \$5,000.00. Such bond shall be in a sum not less than one-half the contract price for the public works portion of the labor/installation costs. Forms will be made available to the Contractor.
- D. Each participating Bidder shall submit with their bid a list of proposed subcontractors or indicate that none are to be used. See EXHIBIT 5. The State reserves the right to approve or object to the use of proposed subcontractors on the list.
- E. Each participating Bidder must certify that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and will comply with such provisions before commencing with the performance of work of this contract. A Workers' Compensation Certification must be completed and submitted with an original signature with the Bidders Final Bid. See EXHIBIT 4.

5.8.4 Laws To Be Observed (M)

A. Labor

Pursuant to Section 1775 of the California Labor Code, the Contractor shall, as a penalty to the State or political subdivision on whose behalf the contract is made or awarded, forfeit not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid by the

Contractor, or its subcontractor, less than the prevailing wage so stipulated; and in addition, the Contractor further agrees to pay to each worker the difference between the actual amount paid for each calendar day, or portion thereof, and the stipulated prevailing wage rate for the same. This provision shall not apply to properly registered apprentices.

Pursuant to Sections 1810-1815 of the California Labor Code, inclusive, it is further agreed that the maximum hours a worker is to be employed is limited to eight hours a day and forty hours a week and the Contractor shall forfeit, as a penalty to the State, twenty-five dollars (\$25) for each worker employed in the execution of the contract for each calendar day during which a worker is required or permitted to labor more than eight hours in any calendar day or more than forty hours in any calendar week, in violation of Sections 1810-1815 of the California Labor Code, inclusive.

B. Travel and Subsistence Payments

The Contractor shall pay the travel and subsistence of each worker needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with California Labor Code Section 1773.8

C. Apprentices

Special attention is directed to Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code and Title 8, California Code of Regulations Section 200 et seq. Each Contractor and/or subcontractor must, prior to commencement of the public works contract, contact the Division of Apprenticeship Standards, 525 Golden Gate Avenue, San Francisco, CA, or one of its branch offices to insure compliance and complete understanding of the law regarding apprentices and specifically the required rationale thereunder. Responsibility for compliance with this section lies with the prime Contractor.

D. Payroll

The Contractor shall keep an accurate payroll record showing the name, address, Social Security Account Number, work classification and straight time and overtime hours worked by each employee. A certified copy of the employee's payroll record shall be made available for inspection as specified in Section 1776 of the California Labor Code.

5.8.5 Contractor's License (M)

- A. In accordance with the provisions of Section 1773 of the California Labor Code, the Contractor shall conform and stipulates to the general prevailing rate of wages, including employer benefits as defined in Section 1773.1 of the California Labor Code, applicable to the classes of labor to be used for public works such as at the delivery site for the assembly and installation of the equipment of materials purchased under the contract.
- B. Pursuant to Section 1770 of the California Labor Code, the Department of Industrial Relations has ascertained the general prevailing rate of wages in the county in which the work is to be done, to be as listed in the Department of Transportation booklet entitled

General Prevailing Wage Rates. The booklet is required to be posted at the job site. Contact the Department of Industrial Relations, Prevailing Wage Unit at (415) 972-8628.

- C. Prior to the commencement of performance, the Contractor may be required obtain and provide to the State, a payment bond, on STD 807 when the contract involves a public works expenditure (labor/installation costs) in excess of \$5,000.00. Such bond shall be in a sum not less than one-half the contract price for the public works portion of the labor/installation costs. Forms will be made available to the Contractor.
- D. Each participating Bidder shall submit with their bid a list of proposed subcontractors or indicate that none are to be used. See EXHIBIT 6. The State reserves the right to approve or object to the use of proposed subcontractors on the list.
- E. Each participating Bidder must certify that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and will comply with such provisions before commencing with the performance of work of this contract. A Workers' Compensation Certification must be completed and submitted with an original signature with the Bidders Final Bid. See EXHIBIT 4.

5.8.6 Contractor's Reporting Requirements (M)

Bidders agrees to all Contractor's Reporting Requirements as stated in Appendix A, Statement of Work, Section 1.31 - Technical SLA Charts – Evergreen Network Based Turn-key Solution Reporting, and 1.32 – Reporting Requirements

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6 BUSINESS, FUNCTIONAL AND TECHNICAL REQUIREMENTS SECTION

6.1 INTRODUCTION

This Section contains the detailed Business, Functional and Technical requirements pertaining to the proposed system as described in Section 4, PROPOSED SYSTEM. In addition to meeting all other requirements of this IFB, Bidders must also adhere to all of the Mandatory (M) Business, Functional and Technical requirements of this section to be responsive.

The State has determined that it is best to define its own needs, desired operating objectives, and desired operating environment. The State will not tailor these needs to fit some solution a Bidder may have available; rather, the Bidder shall propose to meet the State's needs as defined in this IFB.

All Business, Functional and Technical, Requirements listed in this Section are denoted in the following manner

- **(M)** Mandatory – Bidders must provide all mandatory requirements which will be scored on a pass/fail basis. A “Fail” will result in a Bid being deemed non-responsive and, therefore, will be disqualified. Failure to provide a response to each Mandatory requirement where indicated will result in disqualification.
- **(MS)** Mandatory Scorable – Bidders must provide mandatory scorable requirements which will be scored based on response.
- **(D)** Desirable – Bidders are not required to respond to desirable requirements. However, some desirables will receive additional points for evaluation purposes.
- **(U)** Unsolicited – Bidders may offer additional unsolicited equipment, services, or features that provide enhancements and benefits to the Mandatory (M) and Mandatory Scorable (MS) Requirements. The State reserves the right to redline any unsolicited offering it deems not acceptable.

6.2 BUSINESS REQUIREMENTS

6.2.1 Qualifications

The Bidder is expected to have a proven record of success and be responsible for all aspects of the service, including any Subcontractors and the project team/staff proposed.

6.2.2 Bidders Qualification Requirements (M)

Bidders must complete and submit as part of the bid response, Exhibit 19.1, Bidders Qualification Form, to confirm that the Bidder's experience meets all the minimum requirements indicated. It is incumbent on the Bidder to provide enough detail in the response for the State to evaluate the Bidder's ability to meet the requirements and perform the services as described in this IFB. Bidders must provide information for a minimum of three (3) projects. Bidders must have a minimum of three (3) years of experience working within the 9-1-1 industry pertaining to

NG9-1-1 technologies; with a minimum of one (1) NG9-1-1 project completed within the last three (3) years.

Separate Exhibit 19.1, Bidders Qualification Form must be used for every project used to meet the minimum level of required experience. One (1) project may meet multiple requirements, but at least three (3) projects and not more than six (6) projects must be provided to meet the requirements in Exhibit 19.1, Bidders Qualification Form. If more than three (3) Bidders Qualification Forms are submitted, only three (3) will be evaluated.

Failure to meet any of the minimum requirements shall result in a bid being deemed non-responsive and, therefore disqualified.

6.2.3 Bidders References (M)

Bidders must complete and submit as part of the bid response, Exhibit 19.2, Bidders Reference Form, for each of the projects cited on each corresponding Exhibit 19.1, Bidders Qualification Form.

The references may be contacted by the evaluation team to validate submitted responses and points will be awarded/determined pass/fail compliance based on customer satisfaction in accordance with Section 9, EVALUATION. References must be external to a Bidder's organization and corporate structure.

Failure to provide verifiable references may cause the Bid to be rejected. The purpose of the Bidders References requirement is to provide the State the ability to assess the Bidder's prior record and experience in providing similar or relevant services to other organizations. The description of their projects must be detailed and comprehensive enough to permit the State to assess the similarity of those projects to the work anticipated for the contract resulting from this procurement. References must include all information required on Exhibit 19.2, Bidders Reference Form.

Exhibit 19.2, Bidders Reference Form, must be completed in its entirety, signed**, and dated by a client reference contact that performed a management or supervisory role on the referenced project to be considered responsive. The Exhibit 19.2, Bidders Reference Forms must be returned to the Bidder for submission with the bid. Photocopies will be accepted as long as the form, response, and signature are legible. No information corrections or changes may be made on the reference form by the Bidder. Forms with alterations or changes to the entered information may be rejected.

**If the Client reference is not allowed either legally or by company/organization policy to sign the Client reference form, the Client reference must type in their full name with a brief statement on the form outlining the reason they are not permitted to sign the States reference form. If needed, the State may contact either the Bidder's and/or Staff References to validate the reference submitted. The Evaluation Team will make two (2) attempts via phone and/or email to validate Bidder's and/or Staff experience using the information provided in the Bidder's and/or Staff Reference forms, as applicable.

6.3 MANDATORY NEXT GENERATION 9-1-1 (NG9-1-1) CORE SERVICES REQUIREMENTS

The requirements for NG9-1-1 Core Services address the core service for routing NG9-1-1 calls. The Core Service components include Emergency Services Routing Proxy (ESRP), Emergency Call Routing Function (ECRF) and other components as required within this section. Next Gen Core Services shall be hosted within the continental United States, preferably within the State of California.

The Bidder is responsible for their network connection internal to their NG9-1-1 Core Service. The State will provide the Layer 1 connectivity from the POI to the PSAP, using CALNET 3 or other existing contract with the most effective Telco for the desired area. The NG9-1-1 Core Service includes the ESINet, but not call handling at the PSAP.

The requirements in this section are based on Internet Engineering Task Force (IETF) Session Initiation Protocol (SIP) with location conveyance, on National Emergency Number Association (NENA) i3 design elements, and on the needs of California.

The geographic deployment where NG9-1-1 Core Services will be used at the discretion of the State, i.e. deployment areas may be Cities, Counties, Regions or a combination of these environments. The Bidder shall be able to provide NG9-1-1 Core Services anywhere and to any call volume.

6.3.1 National Emergency Number Association (NENA) i3 Compliance (M)

The Bidder's offering shall comply with standards as defined by NENA within the following document or subsequent successor document:

- 1) 08-002 Functional and Interface Standards for Next Generation 9-1-1;
- 2) 08-003 Detailed Functional and Interface Specification for the NENA i3 Solution;
- 3) 08-506 Emergency Services IP Network Design for NG9-1-1 Information Document;
- 4) 08-751 NENA i3 Requirements Document.

6.3.2 Facilitating Carrier Transition (M)

The Bidder shall be responsible for the migration of existing 9-1-1 services to an Emergency Services Internet Protocol (IP) Network (ESInet) and to NG9-1-1 services at all interfaces between the Bidders equipment and other emergency call originating network operators in order to accomplish 9-1-1 emergency call delivery which meets the quality and reliability requirements of this IFB. Bidder shall interface to the transport, which is provided by the State via CALNET 3. or the most effective Telco for the desired area.

Bidder's response shall include the test plan, terms, conditions, procedures or processes for interconnection and exchange of information between other carrier's networks and systems and the Bidder's equipment, networks and/or systems as applicable.

Such terms, conditions, procedures or processes shall follow applicable California Public Utilities Commission (CPUC) telephone industry practices, all applicable United States (U.S.) telecommunication laws, NENA standards and recommended practices. The terms, conditions, procedures or processes shall not impose onerous requirements on other network operators, and shall be stated in the proposed solution.

Bidder's Description:

6.3.3 Core Services Survivability (M)

The Core Network Services shall be able to survive any Catastrophic Failure, Force Majeure, or man-made intentional/accidental event of any one Core Network site, such as a switching center, data center or Point of Interconnection (POI) site.

6.3.4 Network Operations Center Support (M)

The Bidder shall utilize a Network Operations Center (NOC), located within the continental United States, which is staffed to support 24 hours by seven (7) days a week, by 365 days (24x7x365) in the year restoral or mitigation of incidents for network core services.

6.3.5 Trouble Ticket System (M)

The Bidder shall have a 24x7x365 trouble ticket system.

- A. The system shall have the capabilities and procedures involved in generating, resolving and reporting on Trouble Tickets for all problems related to any component within Section 6.3 NG9-1-1 Core Services.

Bidder's Description:

B. In addition to supplying a 24x7x365 toll-free number, the Bidder shall also describe alternative means of generating and acknowledging Trouble Tickets.

Bidder's Description:

6.3.6 **Solution Availability (M)**

The NG9-1-1 Core Services solution shall be available to route and deliver emergency calls with an industry standard up time of 99.999% to at least one (1) agency/PSAP on the system. The Bidder shall accomplish this high availability by utilizing redundant and geo-diverse deployments of the critical core functions, as Required, in order to obtain the Required availability.

A. Any predictable maintenance or upgrade process affecting hardware, firmware or software that would require the proposed solution be removed from service for any length of time. Documented approved maintenance cycles shall not count against Up-Time.

Bidder's Description:

- B. The method for uninterrupted service in the event of the unavailability of a functional element within the system, a host site, or a remote site end point.

Bidder's Description:

6.3.7 Alarms, Remote Access (M)

The solution shall provide maintenance personnel the capability to remotely query the system through an internet connection and assess any fault or faults and the effect on the system. Remote capabilities shall allow a Technician to query alarm history, run reports and printing.

6.3.8 Ingress – No Single-Point-of-Failure (M)

In order to assure no Single-Point-of-Failure, the Bidder's Core Services network shall have the capacity for a minimum of two (2) ingress demarcation points and the two (2) demarcation points shall not be provisioned on the same piece of hardware, such as a single Ethernet switch or router.

6.3.9 Internet Protocol (IP) Packet Delivery (M)

The IP routing protocol used for network Core Services shall provide delivery of IP packets from any IP address within the core to any other connected IP address/end point within a defined ESInet, or to any connected IP network, or to reachable IP networks via a connected IP network.

6.3.10 IP Routing Problem Resolution (M)

A selected Bidder shall work with operators of interconnected IP networks to resolve IP routing problems as a feature of the supplied service without additional cost to the CA 9-1-1 Branch or Local Agency/Agencies.

6.3.11 Back-to-Back User Agent (B2BUA) (M)

Network Address Translation (NAT) capability at points of interconnection with other IPv4 networks/address spaces may be required in order to resolve possible IPv4 addressing issues. However, if SIP or RTP traffic needs to cross such boundaries, it shall be handled with a B2BUA type of Session Border Controller(s) (SBCs), rather than via NAT. B2BUAs shall also be used to transport SIP and RTP between IPv6 and IPv4 networks, if required. If required by the application, the SBC shall be able to forward SIP location conveyance data between the User Agents (UAs).

6.3.12 Border Control Function (BCF) (M)

If a proposed ESInet hosting Core Services connects to the Internet (ingress and egress) it must do so through a BCF to accept calls. A BCF sits between external networks and an ESInet hosting NG9-1-1 core services, a BCF also sits between the ESInet and agency networks. All traffic from external networks entering or exiting the proposed ESInet hosting NG9-1-1 Core Services must transit a BCF. The Bidders shall provide BCF(s) for all ingress data such as but not limited to, OSP, S/R LNG, or internet and also BCF(s) on all egress to any PSAP.

6.3.13 Public Internet Connection (M)

The Bidder shall provide a physically separate next generation firewalls that shall be provisioned at the public Internet to the NG9-1-1 Core Services boundary. The NG9-1-1 Core shall be considered a closed network for security.

6.3.14 Emergency Service Routing Proxy (ESRP) (M)

The NG9-1-1 Core Service shall contain the ESRP, which is an i3 functional element.

This is a SIP proxy server that selects the next hop routing within the ESInet based on location and policy. There is an ESRP on the ingress edge of the ESInet, referred to as the originating ESRP. There is also an ESRP on the egress edge of the ESInet referred to as the terminating ESRP. There may be one (1) or more intermediate ESRPs between them or the originating and terminating ESRP may be the same.

6.3.15 Policy Routing Function (PRF) (M)

The Bidder shall provide a PRF which is a functional component of an ESRP that determines the next hop in the SIP signaling path using the policy of the nominal next element determined by querying the ECRF with the location of the emergency calling party.

6.3.16 PRF Routing (M)

The Policy Routing Function (PRF) shall support at least the following:

- A. Alternate routing per PSAP (such as PSAP busy or unreachable);

- B. Default routes (such as based on incoming gateway trunk ID, call source IP address, ANI exchange code, or similar such available data). To assist migration to the NG-911 Routing Service, the PRF shall support tabular routing per PSAP, i.e., Legacy Master Street Address Guide (MSAG)/emergency service number (ESN)-based ANI/ESRK routing for emergency calls arriving without accurate location data.
- C. Bidder shall ensure that all NG9-1-1 modalities such as calls, text, or other traffic that are processed in the network must be able to be identified and traceable in the network by pANI/ANI, ESRK/ESQK, Telephone Number (TN) known as calling party number (CPN) and Internet Protocol (IP) address, so all traffic can be traced from insertion to delivery in the network via an external security portal and special request by the, State or authorized PSAPs as needed.
- D. Bidder shall describe method of processing an email modality from a caller.

Bidder's Description:

6.3.17 PRF Policies (M)

The PRF shall implement policies in the form of rule-sets. The rules shall be of the general form: <action><parameters> as outlined in NENA 08-003. Some parameters may be variables. Rule-sets shall be stored in the form of XML documents as depicted in Request for Comments (RFC) 4745.

6.3.18 Emergency Call Routing Function (ECRF) (M)

The Bidder shall provide ECRF as a functional element in an ESInet which is a Location to Service Translation (LoST) protocol server where location information (either civic address or geocoordinates) and a Service Uniform Resource Name (URN) serve as input to a mapping function that returns a Uniform Resource Identifier (URI) used to route an emergency call toward the appropriate PSAP for the emergency calling party's location or towards a responder agency.

6.3.19 **System Timing Standard (M)**

Telecommunications networks require highly accurate timing to ensure end to end system wide synchronization. Bidder shall provide an autonomous, self-contained primary Cesium reference clock for all users with a mutual time standard for system wide time synchronization, CPE and CDR time stamp logging and reporting. NENA Standard 04-001, Section 3.8.

6.3.20 **ECRF General Overview (M)**

The Bidder shall describe a clear explanation of the proposed ECRF, list its features and capabilities, discuss its error handling, default mechanisms and logging, and provide an overview of how it is deployed and achieves high reliability. The description must also discuss the Geographic Information System (GIS) update process, frequency and how information may be exchanged with a GIS services vendor including the handling of error reports.

Bidder's Description:

6.3.21 **Use of Location to Service Translation (LoST) Protocol (M)**

The ECRF must interface and provide location-based emergency call routing functionality via the RFC 5222 (LoST protocol) and the functional specification of NENA 08-003.

6.3.22 **Support of LoST Queries (M)**

The ECRF shall support LoST queries via Transmission Control Protocol (TCP) from ESRPs, PSAP CPE, or any other permitted IP host within a State or Local ESInet. The ECRF shall be capable to rate-limit queries from sources other than provisioned ESRPs.

The Bidder shall describe the maximum LoST query rate of the solution based upon the number of queries per second:

Bidder's Description:

6.3.23 Routing Capability (M)

The ESRP must be able to route locations based on geographical coordinates (LAT/LON) and/or based on civic addresses (house #, street, city, etc.).

6.3.24 ECRF – Geographic Information System (GIS) Standards Requirement (M)

The ECRF shall comply with GIS standards that include but not be limited to NENA NG9-1-1 GIS Data Model, NENA 02-010, and NENA 02-014.

6.3.25 ECRF – GIS Updating (M)

The ECRF shall provide for updates to the GIS database without disruption of ECRF LoST service.

6.3.26 ECRF – GIS Updates – Frequency (M)

The ECRF data shall be updated on at least a daily basis, unless the update has an effective on date. The Bidder shall work with GIS service providers and 9-1-1 authorities to develop a viable and mutually agreeable process; however, at a Minimum the Bidder shall be capable of receiving data updates 24x7x365 and provide a confirmation of receipt of data within 24 hours.

6.3.27 ECRF Expedited Changes (M)

Bidder shall describe the process for expedited updates upon notification by a 9-1-1 Authority for 9-1-1 call routing changes as needed for State emergency management situations.

Bidder's Description:

6.3.28 ECRF Ad Hoc Changes (M)

Bidder shall describe the process for ad hoc updates and dynamic boundary changes for 9-1-1 routing which would be needed for a planned limited duration event or temporary State emergency management situations.

Bidder's Description:

6.3.29 ECRF – GIS Data Validation (M)

The ECRF, or associated administrative program, shall be able to validate GIS database changes before they are applied, for example, detect overlaps or gaps in layer geographical boundaries.

Policy routing rules shall be available for 9-1-1 Authorities to be applied to known gaps or overlaps in the GIS data to accommodate routing for every 9-1-1 emergency call.

6.3.30 ECRF – GIS Administrative Access (M)

The Bidder shall provide a Web portal that permits administrative read-only access to the GIS database i.e., with a visual map including pan and zoom around. This function may be rate-limited to avoid impacting emergency call delivery services.

Bidder shall describe the maximum number of simultaneous users allowed and the process for rate-limiting:

6.3.31 NG9-1-1 Core Service Call Transfer Abilities (M)

The NG9-1-1 Core Service shall provide at a minimum, four (4) transfers for each call, utilizing functions like ECRF/PRF. As an example, the service shall be able to route to a California Highway Patrol PSAP, then transfer to a Sheriff Office PSAP, then to a Police Department PSAP and finally to a secondary Fire Department PSAP.

The Bidder shall describe below the maximum number of call transfers supported for each call type:

6.3.32 NG9-1-1 Core Service Legacy Call Transfer Abilities (M)

The NG9-1-1 Core Service shall be capable of seamlessly transferring calls utilizing functions like ECRF/PRF, from either another IP network or the PSTN, including the delivery of accurate emergency calling party location information.

6.3.33 Location Validation Function (LVF) (M)

The LVF must be available to Call Origination Providers or other authorized users so they can verify that civic addresses will return PSAP or emergency responder URIs. The LVF shall be made available via an LVF proxy in the public internet in the Public Security Control Zone (PSCZ). The LVF shall also be able to return a PSAP name from an entered geo-coordinate.

6.3.34 LVF – Standards (M)

The Bidder shall provide the NG9-1-1 LVF as defined in the NENA 08-003 Detailed Functional and Interface Standards for the NENA i3 Solution.

6.3.35 Location Validation Function (LVF) – Redundancy (M)

At least two (2) LVF instances shall be utilized for the deployment.

6.3.36 LVF – Web Portal (M)

The Bidder shall provide a user-friendly Web server portal located within the Bidders PSCZ to which internet users can browse and manually enter civic addresses or geographic locations along with a service request type. The Web server shall query the LVF via the proxy and return a user friendly display with the results of the LoST query. An actual map display with the location of the user location is highly desired. This function shall be highly rate-limited, e.g., five (5) queries/day/source IP address. The Web Portal shall also be available to provide routing checks based on geo-coordinates.

6.3.37 LVF – Data Updates (M)

The Bidder shall provide for a process for Call Origination Providers to report discrepancies to GIS data or report discrepancies. The Bidder shall describe how these submitted updates or reported discrepancies are then communicated to the GIS maintenance vendor for review and resolution.

Bidder's Description:

6.3.38 NG9-1-1 Core Services Network Design (MS – 250 points)

The Bidder shall provide a comprehensive written response relating to their NG9-1-1 Core Services functional elements of their network design which shall include but not be limited to:

- a. Defining the inter-dependencies for redundancy;
- b. Process to monitor/detect all components if exposed to a threat or failure;
- c. How cascading impacts are minimized to not affect timing or invoke DoS for throughput of legitimate emergency calls;
- d. How data is backed up and recovered;
- e. Sophisticated levels of authorization and access protocols;
- f. Connectivity;
- g. Diversity;
- h. Survivability;
- i. Monitoring/Detecting; and
- j. Prevent/Response.

The points are based on the completeness and survivability of the NG9-1-1 Core Service and Bidder's internal network from ingress to egress.

Bidder's Description:

6.3.39 Text and Multimedia Messaging (DS)

The Bidder shall describe an explanation of how Short Messaging Service (SMS) Text, Over-the-Top (OTT) text messages, and multimedia services will be delivered via the NG9-1-1 Core Services solution when available from Wireless Service Providers (WSPs). Results shall be provided of the results of any industry testing that Bidders has participated in related to this service delivery.

Bidder's Description:

6.3.40 Location Based Routing (DS)

The Bidder shall provide Location Based Routing per Wireless Service Provider to obtain a latitude and longitude of the caller based upon an adjustable timer. The timer shall be adjustable between 0-60 seconds in one (1) second increments for each Wireless Service Provider.

6.3.41 Legacy PSAP Gateway (DS)

The Bidder shall provide any Legacy PSAP Gateway (LPG) needed to interface the NG9-1-1 Core Service to the legacy network selective routers and associated PSAP(s).

6.4 EVERGREEN NETWORK BASED TURN-KEY SOLUTION (D)

In addition to the NG9-1-1 Core Services, Bidder has the option to respond to the PSAP call-taking endpoints in an Evergreen Network based Turn-key solution, also known as Customer Premise Equipment (CPE). If responding to this Section, the Bidder must be responsive to all requirements in Section 6.4.

Bidder's service offering must meet the NENA and industry standards listed below. The standards shall be the latest version available on the date this IFB is awarded. Bidder's proposed systems shall be in compliance with the following:

1. NENA Generic Standards for E9-1-1 PSAP Equipment, Technical Reference NENA 04-001, Issue 2, dated August 2000;
2. NENA Recommended PSAP Master Clock Standard, NENA 04-002, Issue 3, May 17, 2000;

3. NENA Standard Data Formats for ALI Data Exchange & GIS Mapping including NENA Data Exchange Format Version 4 (Extensible Markup Language (XML) tagged data) NENA-02-010, Version 9;
4. NENA Interface to IP Capable PSAP 08-501;
5. NENA Voice over Internet Protocol (VoIP) I1, I2, I3;
6. NENA Functional and Interface Standards for NG9-1-1 (i3), NENA 08-002;
7. NENA Detailed Functional and Interface Standards for the NENA i3 Solution, NENA 08-003;
8. NENA Methods for Location Determination to Support Internet Protocol (IP) -Based Emergency Services Information Document, NENA 08-505;
9. NENA Emergency Services IP Network Design for Next Generation 9-1-1 Information Document, NENA 08-506;
10. ATIS J-Std-036A and addenda;
11. NENA/APCO Next Generation 9-1-1 Public Safety Answering Point Requirements, NENA/APCO-REQ-001.1.1-2016

6.4.1 Local Line Service (M)

The Local Line Service shall provide software support for analog line termination at the edge of the Network Based NextGen Emergency Routing Service.

6.4.2 Local Line Termination (M)

The Local Line Termination shall provide analog termination capability at the edge of the Network Based NextGen Emergency Routing Service.

6.4.3 Call Metrics Reporting (M)

The Call Metrics Reporting shall provide administrative data facilitating management of PSAP operations.

6.4.4 Call Display Function (M)

The Call Display Function shall provide real-time information representing current activity at the PSAP.

6.4.5 Emergency Response Service - Basic Agency Service (M)

The Emergency Response Service – Basic Agency Service shall provide network-based environment in support of call taker services.

6.4.6 Independent Emergency Response Service - Agent Services (M)

The Independent Emergency Response Service - Agent Services shall provide agent service for Emergency Response Service including the following standard hardware package for access to call taker services: workstation, 19" LCD monitor, assorted standard cables and connectors, workstation UPS.

6.4.7 Emergency Response Service - Enhanced Call Taking Services (M)

The Emergency Response Service - Enhanced Call Taking Services shall provide enhanced call taker services in addition to those provided under Independent Emergency Response Service, agent services including the following upgraded hardware package: 25" LCD monitor, assorted extended length cables, connectors, and alternate input device.

6.4.8 Emergency Response Service - Graphic Location Interface (M)

The Emergency Response Service - Graphic Location Interface shall provide graphic location interface in support of call taker services, including the following required hardware for access to graphic location interface: 19" LCD monitor.

6.4.9 Emergency Response Service - Supplemental Telephony Interface (M)

The Emergency Response Service - Supplemental Telephony Interface shall provide additional telephony position in support of call taker services, including the following required hardware for access to supplemental telephony interface: SIP phone.

6.4.10 Network Connection Service for Emergency Networks (M)

The Network Connection Service for Emergency Networks shall provide Layer 3 routing functionality between the network service (DS1) and the emergency service answering and routing equipment. Services shall include router that is owned, managed and monitored 24x7 by the provider.

6.4.11 Data Analytics For Turn-key Solutions (M)

Bidder shall provide Data Analytics for system health and call-handling statistics for Turn-key Solutions and have the ability to be individually priced.

6.4.12 Data Analytics Initial Site Set-up (M)

Bidder shall provide Data Analytics Initial Site Set-up which shall be designed for the entire Turn-Key Solution as a one-time charge for implementation of Data Analytics Service.

6.4.13 Data Analytics Package Site/month (M)

Bidder shall provide Data Analytics Package Site/month containing web based data analytics reports displaying emergency call information metrics.

6.4.14 Evergreen Network Based Turn-key Solution - System and Call Detail Records (CDR) (M)

Turn-key PSAP call-taking endpoints shall export the Call Data Record (CDR) as shown in Appendix A, Statement of Work, Attachment 5, Required Detail Record Elements. Bidder shall work directly with the State's CDRMR for specific access requirements.

6.4.15 Call Detail Record (CDR) Format (M)

- 1) The Contractor's system shall provide all of the specific data elements detailed in Appendix A, Statement of Work, Attachment 5, Required Detail Record Elements.
- 2) The CDR shall be designed to include recursive sub-records for those that occur multiple times for multiple agents on the same call and, most important, multiple ALI records. This is required for all calls and is most applicable to wireless 9-1-1 calls that are re-bid.
- 3) The CDR information shall be supplied by the 9-1-1 equipment through the CDR serial port in a NENA Version 4 XML Data Exchange format consistent with NENA Technical Standard 02-010. Contractor shall maintain the XML fields to ensure separation of the data, even if the field is blank. All times shall be synchronized with the master clock in the form HH:MM:SS.
- 4) CDR files shall be provided for all calls that are managed by the controller including all 9-1-1 and administrative calls.
- 5) These CDR requirements shall apply to a controller located locally at a PSAP or a controller at a remote location in a host-remote solution.
- 6) Bidder shall provide a sample of the CDR string that will be produced by the proposed CPE, demonstrating how all of the elements detailed in SOW Attachment 5 and Attachment 6 will be presented.

Bidder's Description:

6.4.16 **CDR Collection Service (M)**

The Bidder's 9-1-1 CPE shall provide a dedicated serial port from their equipment so that the CDR data is immediately sent to the Call Detail Record Management & Reports (CDRMR) buffer box. The CDR file shall be presented at the end of the call as one data string. Completed CDR files shall be transmitted through the serial port within six (6) seconds following the completion of the call.

On all new system installations, the CDR information must be capable of output via a standard RS-232 connection.

The system shall include four (4) additional individually selectable separate Ethernet outputs for CDR that shall not impede the other outputs.

(The CA 9-1-1 Branch has developed a statewide CDRMR that uses the call detail record (CDR) output from each CPE controller as the source for data collection. CDR is collected from each PSAP to an CDRMR buffer box that is then polled by the CDRMR contractor through a dialup connection or other access medium. The information is then collated into reports that can be viewed by authorized users (PSAPs, County Coordinators and the CA 9-1-1 Branch) through secured connections over the Internet. The Contractor will be provided access to CDRMR to view the raw CDR data for diagnostic and maintenance purposes.)

6.4.17 **System Detail Records (M)**

The system shall provide detail data elements in XML format for the performance of the system such as position log-on and log-off, system reboot, power failures, alternate answer conditions, remote position/PSAP or trunk availability, hosted system availability. Additionally, all data elements the system is storing shall be made available. The system detail data shall be available on a minimum of four (4) secure Ethernet ports.

6.4.18 **Call Detail Record (CDR) and Quality of Service (QoS) (M)**

The solution shall provide CDR for all calls include VoIP calls. The solution shall provide QoS information, per NENA i3 standards, for each call to ensure that SLAs are being met, QoS information should be accessible through the Bidders maintenance function. Next Generation 9-1-1 (NG9-1-1) Core Services Technical Service Level Agreements (SLAs)

6.4.19 **Continuing Operation During Installation (M)**

The existing 9-1-1 equipment and service at each PSAP shall continue to function without interruption during the installation of the new system. Contractor shall ensure that its installation and cutover plan for the 9-1-1 equipment will not cause an interruption, deviation or degradation of the existing service. **Bidder shall describe a general explanation of the cutover plan with**

the response to this IFB. Following installation at each facility, the PSAP shall advise the Contractor of any additional specific cutover requirements they may have.

Bidder's Description:

6.4.20 **Software (Other than Operating System Software) (M)**

The Contractor shall provide software configuration (programming aids, program products and applications) on or before the delivery dates specified, and shall certify to the PSAP that such software has been delivered and is ready for PSAP use.

If the PSAP and Contractor mutually agree that the services of the Contractor are not required to install the software on PSAP equipment, delivery of the software for the purpose of this Contract shall mean received by the PSAP.

In the event the Contractor fails to deliver the agreed-upon software by the dates specified, SLAs will apply

6.4.21 **Moves, Adds and Changes (MACs) (M)**

Bidder shall describe the process for the PSAP to request routine MACs, how the Contractor will perform on-site versus off-site MACs and the anticipated turn-around time to completion each time a request is made. All routine MACs shall be accomplished within a mutually agreed upon number of days from date request is submitted to Contractor.

All costs for MACs will be directly billed and paid by the PSAP.

Bidder's Description:

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7 COST SECTION

7.1 INTRODUCTION

Evaluation of cost will be based on the lowest total estimated net cost as calculated according to the methodology in this Section and Section 9, EVALUATION.

All pricing submitted shall be on statewide basis. Proposed costs for line items must be all inclusive, to include but not be limited to: Software; Hardware; Equipment; and Maintenance. Pricing submitted is the maximum allowable

Where tiered pricing is requested the per unit pricing shall be based on the aggregate Unit of Measure of all orders placed with any one vendor. The new rate shall be applied within 90 calendar days, crediting the difference in rates from date of customer acceptance.

The intent is to structure the pricing format in order to facilitate a straightforward comparison among all Bidders and foster competition to obtain the best market pricing. Consequently, the State requires that each Bidder's cost be in the format outlined in this Section. Therefore, Bidders are advised that failure to comply with the instructions listed in this Section, such as submission of incomplete bids or use of alternative pricing structures or different formats than the one requested, may result in the rejection of their Bids for non-responsiveness.

Important Note: It is imperative that no cost information be included in the body of the Bid. Cost information shall only be submitted in the Bidder's Response, Volume 3, Cost Data in accordance with Section 8, BID AND BID FORMAT.

7.2 SERVICE COSTS

The Bidder shall list all costs to the State to provide the services and features ordered through its NextGen 9-1-1 Contracts awarded as a result of this IFB. The Bidder shall identify in its submitted Cost Worksheets all costs associated with the items being bid. Only the items listed by the State in the Cost Worksheets or provided as Unsolicited Items by the Bidder shall be priced. All other business and technical requirements shall be provided at no cost. Costs will include all One-Time, and Monthly Recurring Charges as applicable. Unless specifically stated otherwise by the State, any proposal for listed pricing is to include all elements necessary to configure an instance of working service (planning, application design, engineering, testing, wiring, termination, installation, and training). Service elements without associated pricing will be considered no charge items. Therefore, the Bidder should review all Cost Worksheets carefully prior to Final Bid submission. All service costs (including costs for Unsolicited items) listed in the Final Bid Cost Worksheets shall be the maximum costs allowable, and shall not increase during the term of the Contract including extensions.

7.3 COST WORKSHEETS

Services, features, and costs included in the Cost Worksheets are those that the Bidders must provide for the term of the Contract as identified in Section 1.3., TERM OF CONTRACT which includes all optional years. All Bidders must provide individual prices as indicated in the Cost Worksheets in the Bidders Final Bid. Items submitted with no price will be considered as offered at no cost.

All NG9-1-1 Core Services pricing is Mandatory. Bidders responding to this IFB must provide pricing on Exhibit 16, Cost Table 1, NG9-1-1 Core Services Pricing Table to be considered for award of Contract.

Bidders are encouraged to provide an itemized list of Desired Optional Evergreen Network based Turn-key solution available. Following Contract award, Contractors will use Exhibit 16, Cost Table 2, Evergreen Network based Turn-Key Solution

Bidders shall provide the hourly rates for each of the labor classifications provided in Exhibit 16 Cost Table 3, Labor Rates. These rates will be applicable to purchases made over and above installation projects included in the NG9-1-1 Core Services projects. The rates will apply for the duration of the Contract. Bidders providing Unsolicited items shall use Cost Worksheet #4.

7.4 COST WORKSHEET ELEMENTS

The Cost Worksheets elements shall include the following definitions:

7.4.1 One Time Charges (OTC)

One Time Charges are for Installation Charges. When One Time Installation Charge do not apply or where related equipment/installation costs are to be amortized by Monthly Recurring Charge the cell should be represented by a zero (0).

7.4.2 Monthly Recurring Charges (MRC)

Monthly recurring charge/item per unit are "fee for service" charges. Monthly recurring charges for services or features shall be provided, where applicable. When a Monthly Recurring Charge does not apply the cell should be represented by a zero (0).

7.5 COST WORKSHEET INSTRUCTIONS

The Cost Worksheet Instructions for Bidders are included in Exhibit 16, Cost Worksheets 1-4,. Bidders are required to complete the Cost Worksheet. If any character other than a numeral is used (e.g., a dash), the State will assume the cost of the item to be zero (\$0). All other fields on the Cost Worksheet must not be modified. If the Cost Worksheet is modified or cells are left blank, the State may reject the Bid. The Cost Worksheets must be filled out completely or the Bid may be rejected.

It is the responsibility of the Bidders to ensure the worksheet and calculations are correct and accurate. The State will not assume responsibility

1. Mandatory Core Services

Exhibit 16 Cost Table 1, 6.3 NG9-1-1 Core Services must list all the required NG9-1-1 Core Services and a column for the Bidders to enter the cost for each service offering both one-time and monthly recurring cost.

2. Desirable (D) Evergreen Network Based Turn-key Solution and MIS Services

Exhibit 16 Cost Table 2, 6.4 Evergreen Turn-Key Solution is the desirable Evergreen Network Based Turn-key Solution and MIS Services Costs for the Bidders to enter their costs per instruction on the worksheet including one-time and/or monthly recurring cost.

3. Mandatory Services Labor Rates

Exhibit 16 Cost Table 3, Labor Rates must list all the required Classifications and hourly Labor Rates that Contractor will utilize to complete all Services.

4. Unsolicited Equipment, Services, or Features

Exhibit 16 Cost Table 4, Unsolicited Equipment, Services, or Features may list any unsolicited equipment, services, or features that provide an enhancement or a benefit to a Mandatory (M) Requirement. Unsolicited items shall be individually identified, and include price and supporting Service Level Agreements (SLAs). The State may refuse any unsolicited offering.

For services, features, or functionality bundled or included as a mandatory part of the chargeable service, Bidders may provide Unsolicited services under the following conditions:

- 1) The Unsolicited service/feature represents an unbundling of the services identified in the technical requirements, providing the Customer with a more granular means of ordering only the services/features they require.
- 2) The sum of the Unsolicited unbundled service/features shall not exceed the cost of the mandatory bundle.
- 3) The description of each Unsolicited unbundled service/feature clearly identifies all associated Unsolicited unbundled feature(s) it must be ordered with.
- 4) Adequate language and safeguards prevent duplicate charging of Unsolicited unbundled services/features already included in the bundled services.

Unsolicited items added to the Contract that provide essentially the same functionality as a State identified mandatory no-charge feature, element or technical requirement not included in the cost sheets shall be provided at no cost.

The State, at its sole discretion, will determine which of the proposed Unsolicited features or elements will be included in the awarded Contract. Bidders are cautioned that Unsolicited items priced above market rates will likely not be included in the Contract.

Bidders shall use the Unsolicited tables provided in the Cost Worksheets. Bidders must fill in all unshaded cells for each offered Unsolicited item; reliance upon the prices contained in the published catalog is insufficient. The definition of the elements in the Unsolicited cost tables

(One Time Cost per Item, Monthly Recurring Cost per Item, Unit of Measure, and Cost per Change per Item) shall be the same as for the mandatory cost tables.

In addition to submitting the Cost Worksheets with the Final Bid, the Bidder must also submit, as part of its cost proposal, a dated copy of its published catalog prices. If the published catalog price list(s) is in a separate document from the published catalog descriptions, Bidders must identify both referenced documents and locations in order to allow the State to confirm that the offered prices correspond to the Bidder's product or feature description. The catalog pricing document must also be publically available, i.e., dated and published.

7.6 SALES TAX

Sales tax is not to be included in the Cost Worksheets. If awarded the contract, sales tax, if applicable, should be added at time of invoicing. The sales tax rate applied should be based on the rate of the area where the service is to be provided.

See Board of Equalization Regulation 1502 (f) (1) (D).

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8 BID AND BID FORMAT SECTION

8.1 BID FORMAT

These instructions identify the Mandatory Bid format and the approach for the development and presentation of bids. Format instructions must be followed, all requirements and questions in the IFB must be answered and all requested data must be supplied. The Bidders shall carefully examine the IFB and be satisfied with the compliance conditions prior to submitting a bid.

It is important that all Bids be submitted in sealed envelopes/containers and clearly marked or they may be rejected. Bid submittals must be in the number of copies indicated in Section 8.4., Formatting.

The Final Bid is a Mandatory step for all Bidders. Bidders are strongly encouraged to follow the scheduled steps of this procurement to the extent that they are offered in order to increase the chance of submitting a compliant Final Bid. Cost information provided in any submission other than the Bid Volume 3, may disqualify a Bidder and preclude the Bidder from continuing in the procurement process.

The State will not be liable for any costs incurred by any Bidder in responding to this IFB, regardless of whether the State awards the contract through this process, decides not to move forward with the project, cancels this IFB for any reason, or contracts for the Project through other processes or by issuing another IFB.

8.2 DATE, TIME, AND ADDRESS OF SUBMITTALS

Mail or deliver bids to the Procurement Official listed in Section 1.6. If mailed, it is suggested that Bidders use certified or registered mail with return receipt requested, as delivery of documents is at the Bidder's own risk of untimely delivery, lost mail, etc.

Bids must be received no later than the date and time specified in Section 1.7, KEY ACTION DATES. A Bid not received by the date and time specified in Section 1.7, KEY ACTION DATES, shall be rejected.

8.3 PACKAGING AND LABELING

Bidders may provide all of their Bid documents at the same time within the same package (box or boxes). The overall package shall be sealed and labeled as follows:

- 1) The Bidder's name and address
- 2) The IFB number " IFB 2015-01911"
- 3) Identification of the submittal as "Bid"
- 4) Box "# of #", if more than one (1) box is required for the entire submission.

Each binder and Compact Disc (CD) must be plainly marked with:

- 1) The Bidder's name

- 2) The IFB number " IFB 2015-01911"
- 3) Identification of the submittal as "Bid"
- 4) The Volume number and title as appropriate:
 - a. **Volume 1 – Response to Administration, Functional and Technical Requirements**
 - b. **Volume 2 – Std. 213 IT and Statement of Work**
 - c. **Volume 3 – Cost**

Volume 3, Cost Information, (both binder and CDs) should be in its own sealed package (or envelope) that is separate from Volumes 1, 2, and 3. If the Cost Information is not submitted in its own separately sealed package (or envelope), the Bid may be rejected.

8.4 FORMATTING

It is the Bidder's responsibility to ensure its Bid is submitted in a manner that enables the Evaluation Team to easily locate all response descriptions and exhibits for each requirement of this IFB. Page numbers should be located in the same page position throughout the Bid. Each page should be numbered with the section reference (e.g., Section 2, Page 3 of 21) to make easy reference possible. Figures, tables, charts, etc., should be assigned index numbers and should be referenced by these numbers in the text and in the Table of Contents. Figures, tables, charts, etc., should be placed as close to text references as possible. The Bid should be tabbed, to identify the volume and section.

Bids must be submitted in printed format (hard copy), and also in electronic file format (soft copy) on a CD as follows:

- 1) All hard copy must be on standard 8.5" x 11" paper, except for charts, diagrams, and similar materials, which may be foldouts. If foldouts are used, the folded size must fit within the 8.5" x 11" format. Hard copy of large size drawings shall not be larger than Standard E-size format.
- 2) Double sided printing is preferred. The following must be shown on each page of the Bid:
 - IFB 2015-01911
 - Name of Bidders
 - Bid Volume Number
 - Bid Part or Exhibit Number
 - Page number (Page X of XX)
- 3) Soft copies of the Bids must be in Microsoft Word 2010 and Excel 2010 as appropriate, or compatible, except electronic files of drawings shall be compatible with Microsoft Visio 2010.

- 4) Each Volume submitted shall be provided in the following number of copies:
 - a. Five (5) hard copies (printed), one (1) copy marked Master, for a total of six copies.
 - b. Two (2) soft copies (CD's)
- 5) All hard copy submittals should use clearly marked tabs, page numbers and table of contents for effective access to the Bidders material. Similarly, soft copies should be organized into appropriate files and folders designed for easy access. The **MASTER COPY** must contain original signatures or initials wherever a signature or initials are required. If discrepancies exist between two (2) or more copies of the bid or bid, the bid or bid may be rejected. However, if not rejected, the Master Copy will provide the basis for resolving such discrepancies.

Bidders should be sure that no pricing information of any type is shown in their Bid response, except in the sealed "Cost" envelope of the Bid, Volume 3. The inclusion of pricing in any fashion or format in any other place in the Bid, except for the sealed Cost Data in the Bid, may result in immediate rejection of the bid.

As stated in Section 2.3.2, Confidentiality, Bidders should be aware that marking the Final Bid "confidential" or "proprietary" may exclude it from consideration for award.

8.5 FINAL BID FORMAT DETAIL

Each Volume of the Bid must be provided separately in a three-ring binder, submitted in the number of hard copies indicated in this section, and must be structured in the following manner:

8.5.1 Volume I

Volume I: Response to Requirements:

- 1) Table of Contents

This section must contain a Table of Contents. All major parts of the Bid, including forms, must be identified by volume and page number. The Table of Contents must identify all figures, charts, graphs, etc.

- 2) Cover Letter

- 3) Required IFB Exhibits, in the Following Order:

- a) Exhibit 1: Intent to Bid form (if not already submitted)
- b) Exhibit 2: Confidentiality Statement (if not already submitted)
- c) Exhibit 3: Response to Administrative Requirements
- d) Exhibit 4: Workers' Compensation Certification
- e) Exhibit 5: List of Proposed Subcontractors (Public Works)
- f) Exhibit 6: Contractor's License Information
- g) Exhibit 7: Payee Data Record
- h) Exhibit 8: Certification for Use Tax for Seller's Permit

- i) Exhibit 9: Secretary of State Certification
- j) Exhibit 10: Iran Contracting Act of 2010
- k) Exhibit 11: Bidding Preferences and Incentives
Preference/Incentive Exhibits (required only as indicated)
- a) Exhibit 12: GSPD 05-105, Bidder Declaration
- b) Exhibit 13: DVBE Declarations
- c) Exhibit 14: STD 830, TACPA Preference Request (required if claiming TACPA preference)
- d) Exhibit 17: Commercially Useful Function Certification Form

Response to Business, Functional and Technical Requirements. Required IFB Exhibits, in the following order:

- a) Exhibits 19.1, Bidder Qualifications Form(s) for NG 9-1-1 Core Services
- b) Exhibit 19.2, Bidder Reference Form(s) for NG 9-1-1 Core Services
- c) If bidding 6.4, Evergreen Turn-Key Network Based Turn-Key Solution:
 - 1. Exhibit 19.3, Bidder Qualifications Form(s) for Evergreen Turn-Key Solution
 - 2. Exhibit 19.4, Bidder Reference Form(s) for Evergreen Turn-Key Solution
- d) Exhibit 20: Bidders Response to Business/Functional/Technical Requirements

8.5.2 Volume 2

- 1) STD 213, Standard Agreement Exhibit 15 (Four (4) copies, each with original signature)
- 2) Statement of Work, Appendix A and Attachments:
 - a. Attachment 1: Contractor's Monthly Activity Report
 - b. Attachment 2: Contractor's Monthly Service Level Agreement (SLA) Compliance Report
 - c. Attachment 3: Contractor's Sample Statement of Work (SOW) NG9-1-1 Core Format
 - d. Attachment 3.1: Contractor's Sample Statement of Work (SOW) Evergreen Turn-Key Format (if bidding 6.4, Evergreen Network Based Turn-Key Solution)
 - e. Attachment 4: Core System Acceptance and Authorization Checklist
 - f. Attachment 4.1: Evergreen Network Based Turn-Key Solution System Acceptance and Authorization Checklist (If bidding 6.4, Evergreen Network Based Turn-Key Solution)
 - g. Attachment 5: Required Call Detail Record (CDR) Elements
 - h. Attachment 6: CDR Record Format
 - i. Attachment 7: Section Six (6) of IFB complete with Bidder Response

8.5.3 **Volume 3**

This volume must be in a separately sealed, marked envelope or container containing:

Exhibit 16 Cost Worksheet # 1 6.3, Core Services Cost

Exhibit 16 Cost Worksheet # 2 Core Services Cost Summary

Exhibit 16 Cost Worksheet #3 6.4, Evergreen Network Turn-key Solutions Cost

Exhibit 16 Cost Worksheet #4 Evergreen Network Turn-key Solutions Cost Summary

Exhibit 16 Cost Worksheet # 5 Services Labor Rates

Exhibit 16 Cost Worksheet #6 Unsolicited Costs

Exhibit 16 Cost Worksheet #7 Unsolicited Cost Summary

Published Catalog for Unsolicited Items

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9 EVALUATION SECTION

9.1 INTRODUCTION

This section presents the evaluation process and scoring procedures the State will follow in reviewing bids submitted in response to this IFB. It is the State's intent to conduct a comprehensive, impartial evaluation of all bids received. The State intends to award contracts under the Contract to those Bidders who are compliant with all Mandatory requirements and whose costs meet the defined cost evaluation criteria.

Final selection will be based on responsiveness with all requirements. Responsiveness is comprised of meeting all administrative, business, functional technical and cost requirements, and conforming to the Rules Governing Competition in Section 2 of the IFB. Bids that do not comply with the mandatory components stipulated in the IFB may be deemed non-responsive and excluded from further consideration by the State. The State reserves the right to cancel this procurement in its entirety at any time.

Bidders are required to thoroughly review all IFB requirements to ensure that the Bid and the Bid responses are fully compliant with the IFB requirements and thereby avoid the possibility of being ruled non-responsive. If the Evaluation Team finds that a Final Bid has a material deviation from specified requirements, the Bid will be considered non-responsive and will not be considered for award.

9.2 EVALUATION TEAM

This procurement is being conducted under the guidance of a Procurement Official from Department of Technology STPD (refer to Section 1.6, Procurement Official). The Procurement Official will serve as the contact point with the Bidders for questions and clarification, and will identify the rules governing this procurement.

STPD may engage additional qualified individuals or subject matter experts during the evaluation process to assist the Evaluation Team in gaining a better understanding of technical, financial, legal, contractual, or program issues. These other individuals do not have voting privileges or responsibility for the evaluation process, but they will serve in an advisory capacity.

9.3 EVALUATION OF FINAL BIDS

9.3.1 Receipt and Validation of Documentation

All Final Bids received by the time and date specified in Section 1.7 Key Action Dates, will be opened and evaluated. No Bids will be accepted after the specified time and date.

Final Bids will be checked for the presence of the required documentation in conformance with the requirements. Absence of required documentation may deem the Bid nonresponsive and cause the Bid to be rejected.

9.3.2 Evaluation of Required Information

Final Bids must be complete in all respects as required by Section 9.3 Evaluation of Final Bids. A Final Bid may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. A Final Bid may be rejected if any such defect or irregularity constitutes a material deviation from the IFB requirements.

The State shall check each Bid in detail to determine its compliance with the IFB requirements. If a Bid fails to meet an IFB requirement, the State will determine if the deviation is material. A material deviation of a requirement in the Final Bid will cause rejection of the entire Bid. The State may reject any or all Bids and may waive any immaterial deviation or defect in a Bid. The State's waiver of any immaterial deviation or defect shall in no way modify the IFB documents or excuse the Bidder from full compliance with the IFB specifications if awarded the Contract.

The Bidder's response to all of the Administrative Requirements of Section 5. Business and Technical Requirements Section 6, will be checked for Pass/Fail compliance with the IFB's requirements.

9.3.2.1 Administrative Requirements (Pass/Fail)

The State will review the Bidder's submitted Exhibit 3, *Response to Administrative Requirements*, and other applicable exhibits, to determine whether the Bid contains valid responses to all of the Requirements set forth in Section 5, *Administrative Requirements*. A valid response must be provided for all requirements. If a Bid lacks a valid response to any requirement, it may be considered nonresponsive and may be rejected.

9.3.2.2 Business and Technical Requirements (Pass/Fail)

The State will review the Bidder's response to the SOW Business and Technical Requirements to determine whether the Bid contains valid responses to all of the mandatory Business and Technical Requirements. A valid response must be provided for all requirements. If a Bid lacks a valid response to any requirement, it may be considered nonresponsive and may be rejected.

9.3.2.3 Completed Contracts (Pass/Fail)

The State will review the Bidder's submitted IFB Exhibit 15, STD 213 *Standard Agreement - Telecommunications*, to validate that the proper number of fully executed copies of STD 213 *Standard Agreement - Telecommunications* are provided and that each copy has been executed by an authorized representative of the Bidder's firm. All SOW Attachments should be placed in numerical order behind the STD 213.

9.3.3 Technical Evaluation of Unsolicited Items

All Bidders who offer Unsolicited items shall have those items reviewed by the State to determine if they are in scope with their associated SOW Mandatory requirements. Any offered Unsolicited individual item deemed by the State to be in conflict with SOW Mandatory requirements, out of

scope, insufficiently described, or otherwise not in the best interests of the State shall be disqualified from the offering. Offered Unsolicited items that are dependent upon a different disqualified individual Unsolicited offering shall also be disqualified. Disqualification of Unsolicited offerings, or the failure of a Bidder to offer any Unsolicited items, shall not by itself jeopardize the Bidder's Subcategory bid except to the degree that it affects the Bidder's evaluated Unsolicited cost points per Section 9.7.1 *Scoring of Unsolicited Items Cost*, unless the Bidder has stated that the (disqualified) Unsolicited item is required in order for a Mandatory item to be functional, in which case the disqualification of the Unsolicited item could create a failure of the Mandatory item. Because Unsolicited items have not been specified by the State and are neither required (Mandatory) or desirable (D) in State solicitation terms, the determination of acceptance or disqualification of individual Unsolicited items shall be the sole right of the State, shall not need justification, and is not subject to protest by any Bidder. The technical evaluation of Unsolicited items shall not be scored for non-cost points.

9.3.4 SCORING OF BUSINESS AND TECHNICAL REQUIREMENTS

Those Bidders that have passed the evaluation of all required information of the IFB as described in Section 9.3.2, *Evaluation of Required Information*, will have their responses to the SOW's Business and Technical Requirements scored as described below.

9.3.4.1 Mandatory (pass/fail) Business and Technical Requirements

All Bidders who are found to be in compliance with all Mandatory business and technical requirements of the SOW shall then move to scored requirements. Any Bidder who is not compliant will be disqualified from consideration for award.

9.3.4.2 Mandatory and Desirable Scorable (MS), (DS) Business and Technical Requirements

All Bidders who are found to be in compliance with all of the Mandatory Scorable (MS) and Desirable Scorable (DS) requirements of the SOW shall also have their responses scored for a maximum of 500 earned points.

Table 9-1 Proposal Points Awarded per Criteria.

Total Possible Points	Criteria
250	Network Design 6.3.38
50	Bidders Qualification
50	Bidders References
50	Text and Multimedia Messaging
50	Location Based Routing
50	Legacy PSAP Gateway
500	Total Points Possible

The potential earned points of each (MS) item are depicted in the following table.

Table 9-2 Maximum MS points for IFB 2015-0911

IFB Section Number and Title (max points)			Point Thresholds
	Scorable item		
6.2.2	Bidders (50)	Qualifications	
	Experience providing Next Generation 9-1-1 Core Services		
	0- 12 Months		0
	13 – 24 Months		10
	25 – 36 Months		30
	37 or more Months		50
6.2.3	Bidders (50)	References	
	0 passing references		0
	One (1) passing reference		10
	Two (2) passing reference		30
	Three (3) or more passing references		50
6.3.38	NG9-1-1 Core Services Network Design (250)		
	Defining the inter-dependencies for redundancy;		25
	Process to monitor/detect all components if exposed to a threat or failure		25
	How cascading impacts are minimized to not affect timing or invoke DoS for throughput of legitimate emergency calls		25
	How data is backed up and recovered		25
	Sophisticated levels of authorization and access protocols		25
	Connectivity		25
	Diversity		25
	Survivability		25
	Monitoring/Detecting		25
	Prevent/Response		25
	Maximum MS Points		350

Table 9-3 Maximum DS points for IFB 2015-0911

IFB Section Number and Title (max points)			Point Thresholds
	Scorable item		
6.3.39	Text and Multimedia Messaging (50)		
6.3.40	Location Based Routing		

IFB Section Number and Title		(max points)	Point Thresholds
	Scorable item		
	(50)		
6.3.41	Legacy PSAP Gateway	(50)	
	Maximum DS Points		150

9.3.4.3 Small Business Preference Points

Per Government Code Section 14835 et seq., Bidders who qualify as a small business will be given a five percent (5%) preference for evaluation purposes only. The five percent (5%) preference is calculated on the total number of points awarded to the highest scoring non-small business that is responsible and responsive to the proposal requirements. The rules and regulations of this law, including the definition of a small business for the delivery of goods and services, are contained in the California Code of Regulations, Title 2, Section 1896 et seq.

This five percent (5%) small business preference is also available to a non-small business claiming 25% California certified small business Subcontractor participation. The five percent (5%) preference is calculated on the total number of points awarded to the highest scoring non-small business that is responsible and responsive to the Proposal requirements and that is not subcontracting a minimum of 25% to a small business. Non-small business Bidders claiming the five percent (5%) small business preference must commit to subcontract at least 25% of the net proposal price with one (1) or more California certified small businesses.

Completed certification applications and required support documents must be submitted to the Office of Small Business and DVBE Services (OSDS) no later than 5:00 p.m. on the Final Proposal due date, and the OSDS must be able to approve the application as submitted. Questions regarding certification should be directed to the OSDS at (916) 375-4940.

For an illustration of this process, refer to Table 9-4 Small Business Preference Points Calculation Example. Points in this example explain the calculations and have no other significance.

EXAMPLE: The Preference Points for Bidders A and B are based on five percent (5%) of the Bidder Proposal Score of Bidder C, the highest scorer of a non-small business, calculated as $342 \times .05 = 17$ points (rounded). Bidder C, which is neither a small business nor a non-small business subcontracting a minimum of 25 percent (25%) to a small business, receives no Small Business Preference Points.

EXAMPLE:

Table 9-4: Small Business Preference Points Calculation

Small Business Preference Points Calculation Example				
Bidder	Bidder Proposal Score	Small Business Preference Claim?	Non-Small Business Preference Claim?	Small Business Preference Points Awarded
A	450	Yes	No	17
B	375	No	Yes	17
C	342	No	No	0
D	237	Yes	No	17

9.3.4.4 Earned DVBE Incentive Points

The percentage of confirmed and qualified DVBE participation shall generate a percentage of the total available cost and non-cost points for each Bidders. Since there are 1,000 total potential points, the percentages depicted in Table 2, DVBE Incentive Scale, result in the Bidders earning the DVBE Incentive points according to the Table below.

Table 9-5: DVBE Incentive Percentages and Points

Confirmed DVBE participation	Points Earned
5% or more	50
4% up to 4.99%	40
3% up to 3.99%	30
2% up to 2.99%	20
1% up to 1.99%	10
Less than 1%	0

Application of the incentive shall not displace an award to a Small Business with a Non-Small Business.

Table 9-5.1: Example of Earned DVBE Incentive Calculation

Bidder	Bidder Proposal Score after application of SB Preference points	Confirmed level of DVBE participation	Eligible DVBE Incentive Points	Total Non-Cost Points
A	467	0.0%	0	467
B	392	4.2%	40	432
C	342	1.3%	10	352
D	254	0.0%	0	254

9.3.4.5 Total Non-Cost Points

Each compliant Bidder's total awarded non-cost points will be computed by:

- 1) Generating the Bidder's sum total of earned non-cost points by adding together:
 - a. The points earned from the scoring of (MS) items (350 maximum)
 - b. The points earned from the scoring of (DS) items (150 maximum)
 - c. The earned SB preference points (50 points maximum)
 - d. The earned DVBE Incentive points (50 points maximum)
- 2) The Bidder with the highest sum total of earned points will be awarded 500 non-cost points. Every other compliant Bidder will be awarded a portion of the 500 non-cost points relative to its sum total of earned non-cost points compared to the highest sum total of earned non-cost points of all Bidders, using the following formula:

The Bidder's sum total of non-cost earned points **divided** by the highest sum total of non-cost earned points of all Bidders **times** points **equals** the Bidders total awarded non-cost points.

The following example is offered for illustrative purposes only:

Table9-6: Example of step 1 of determining the total awarded non-cost points

<i>Bidder</i>	<i>Mandatory Scored (MS) Points</i>	<i>plus</i>	<i>Desirable Scored (DS) Points</i>	<i>plus</i>	<i>SB Preference Points</i>	<i>plus</i>	<i>DVBE Incentive Points</i>	<i>equals</i>	<i>Total Earned Non-cost Points</i>
A	350	+	100	+	17	+	0	=	467
B	325	+	50	+	17	+	40	=	432
C	342	+	0	+	0	+	10	=	352
D	237	+	0	+	17	+	0	=	254

1) *Determination of total awarded non-cost points:*

Table9-7: Example of step 2 of determining the total awarded non-cost points

<i>Bidder</i>	<i>Bidder's Total Earned Points</i>	<i>Ratio of the Bidder's Earned Points to the Highest Earned Points</i>	<i>equals</i>	<i>Percent Earned</i>	<i>times</i>	<i>Total Possible Non-cost Points</i>	<i>equals</i>	<i>Total Awarded Non-cost Points</i>
A	467	$\frac{467}{467}$	=	100.00%	x	500	=	500
B	432	$\frac{432}{467}$	=	92.50%	x	500	=	462.50
C	352	$\frac{352}{467}$	=	75.37%	x	500	=	376.85
D	254	$\frac{254}{467}$	=	54.38%	x	500	=	271.90

Final selection for a Contract award will be based on the Bidder being responsive to the IFB and the Bidder's total cost as calculated according to the methodology described in this Section. Only a Bidder's Final Bid shall be used for final bid evaluation;

Table 9-8: Evaluation Criteria

Evaluation group	Methodology
Mandatory Administrative Requirements	Pass/Fail
Mandatory Technical Requirements	Pass/Fail
Mandatory Scorable Admin/Tech Req	Scored
Desireable Scorable Technical Requirements	Scored
Cost	Formula, See Section 9.7

The State retains the right, in its sole judgment to declare all Final Bids as Draft Bids, and/or to not make awards.

9.3.5 EVALUATION QUESTIONS

During the evaluation and selection process, the State may desire the presence of a Bidder's representative for answering specific questions, or may ask such questions in writing. During the evaluation of Final Bids the State may ask the Bidder to clarify their submitted information but will not allow the Bidder to modify its Bid except per Section 2.5.4 Errors in the Final Bid. The State's evaluation questions and the Bidder's answers, and related follow-up correspondence, shall be confidential with each Bidder, and shall not be made public via posting on the State's website.

9.3.6 RECEIPT

All Final Bids received by the time and date specified in Section 1.7, Key Action Dates, will be opened and evaluated. No Bids will be accepted after the specified time and date. Bids will be date and time stamped or otherwise documented upon receipt by the Procurement Official or designee. Bids will be kept in a secured area and remain confidential until bid opening.

9.3.7 PRELIMINARY REVIEW AND VALIDATION

All Bids received by the time and date specified in Section 1.7 KEY ACTION DATES, will be acknowledged as having been received at that time. Bidder's Response, Volume 3 – Cost Data (including the CD of Volume 3), shall remain sealed and in the possession of the Procurement Official listed in Section 1.6, until the public cost opening. The Bids will be checked by the Procurement Official for the presence of proper identification and the presence of required information, in conformance with the bid submittal requirements of Section 8, Bid Format. Absence of required information may make the Bid non-responsive and may result in Bidder disqualification.

9.3.8 VALIDATION AGAINST REQUIREMENTS

The State will check each Bid in detail to determine its compliance to the IFB requirements. The State reserves the right to determine if the Bidder's response to a requirement, as detailed in their description and/or supporting documentation, supports or contradicts the Bidder's claim of intended compliance. If a bid fails to meet a IFB Mandatory requirement, the State will determine if the deviation(s) is Material. A Material Deviation is cause for rejection of the bid. A material deviation cannot be waived.

During the Evaluation of the Bids, the State Evaluation Team may request that the Bidder clarify any area of the Bid that the State Evaluation Team determined to be unclear. However, this request for clarification will not be an opportunity for the Bidder to change their bid.

9.4 ADMINISTRATIVE REQUIREMENTS EVALUATION (M)

Requirements in Section 5, Administrative Requirements labeled with (M) are mandatory, with the exception of Section 5.2.2, Small Business and Disabled Veterans Business Enterprise (DVBE) Preference. Review of the detailed Bids will begin with ensuring that the Bidder has responded to all Administrative Requirements specified in Section 5, Administrative Requirements for the appropriate Bid submittal documents.

Only Bids passing the mandatory Administrative Requirements Evaluation will proceed to the Mandatory Business and Functional and Technical Requirements Evaluation. If a Bid fails to meet any of the Mandatory requirements specified in Section 5, ADMINISTRATIVE REQUIREMENTS, the State will determine if the deviation is material. If the deviation is determined to be material, the Bid will be considered non-responsive and shall result in Bidder's disqualification.

9.5 BUSINESS REQUIREMENTS EVALUATION

9.5.1 Mandatory Qualification Requirements Evaluation

The State Evaluation Team will evaluate the Bidder's qualifications using the information contained in Exhibit 19, Bidders Qualification Form(s). A minimum of three (3) forms must be submitted and up to a maximum of six (6). Bidders must submit one (1) completed form for each of the projects cited. Bidders who do not return the required Qualification Forms shall be deemed non-responsive.

Each submitted form will be evaluated for compliance with the requirements specified in Section 6., Business Requirements and in accordance with the criteria set forth in Exhibit 19.1, Bidder's Qualification Requirements Form. If any submitted form fails to adequately document the Bidder's experience and how it meets the requirements, the State will determine if the deviation is material. If the deviation is determined to be material, the Bid will be considered non-responsive.

9.5.2 Bidders References

The State Evaluation Team will evaluate the Bidder's references using the information provided within Exhibit 19, Bidder Reference Forms.

All reference forms must be returned with the bid submittal in order to meet the Bidder's minimum experience requirements. Bidders who do not return the required Reference Forms shall be deemed non-responsive. Each Bidder's Reference Form must be signed by a client reference contact that performed an oversight role on the referenced project. Any governmental agency may be used as a reference, including CalOES.

If the Client reference is not allowed either legally or by company/organization policy to sign the Client reference form, the Client reference must type in their full name with a brief statement on the form outlining the reason they are not permitted to sign the State's reference form. If needed, the State may contact the Bidders References to validate the reference submitted. The Evaluation Team will make two (2) attempts via phone and/or email to validate Bidder's experience using the information provided in the Bidder's Reference forms, as applicable.

For a passing score, each Bidder's Reference question must receive a rating of two (2) or better. If the Bidder's reference provides unsatisfactory feedback, the reference shall be disqualified. If a reference form question contains a rating of zero (0), one (1) or no, that reference shall be deemed non-responsive.

If needed to verify either the Bidder's or staff's qualifications, the Evaluation Team will make two (2) attempts via email to validate the Bidder's experience using the information provided in the Bidders Reference Form, Exhibit 19.2. Bidders should ensure that references are available for validation during the evaluation period identified in Section 1.7, KEY ACTION DATES.

If the Evaluation Team has not received a response from the Bidder's Referenced Contact after the first attempt, a second attempt will be made. If no response is received after the second attempt, the Evaluation Team will contact the Bidder and request that the Bidder assist the State by having the reference respond to the State within a 48-hour period from the second attempted contact. If the evaluators are still unable to contact the reference(s), the Bidder may be deemed non-responsive for failure to provide verifiable references and may cause the bid to be rejected.

9.6 FUNCTIONAL AND TECHNICAL REQUIREMENTS EVALUATION

The evaluation team will review the Bidder's response to the Business, Functional And Technical Requirements (Exhibit 20) to determine whether the Bid contains valid responses to all of the mandatory Requirements. A valid response must be provided for all requirements.

If a Bid fails to meet any of the Mandatory requirements specified in Section 6, BUSINESS, FUNCTIONAL AND TECHNICAL REQUIREMENTS, the State will determine if the deviation is material. If the deviation is determined to be material, the Bid will be considered non-responsive and shall result in Bidder disqualification. Business, Functional And Technical Requirements in Section 6, labeled with (D) are Desirable and Bidders are not required to respond.

Table 9-9: Evaluation Criteria

Mandatory (M) Administrative, Business and Technical Requirements Evaluation			
	Evaluation Workflow Questions	Evaluation Criteria	Score
Step 1:	Does the Bidder agree to comply with each requirement?	All Administrative, Business and Mandatory responses must be marked "Yes" to Pass.	Pass/Fail
Step 2:	Does the Bidder provide a Narrative to each Requirement where indicated?	<ul style="list-style-type: none"> • The Bidder provided a narrative response to each requirement where indicated. • Narrative response does not include assumptions, exceptions and/or conditions to the requirement. • The Bidder addressed all of the required elements of the requirement. • Narratives that counter or conflict with a "Yes" response to a mandatory requirement shall fail. • Narratives that did not indicate a clear understanding of, or inaccurately interpreted the requirement shall "Fail". 	Pass/Fail
Step 3:	Evaluation Outcome	<p>If any of the of the evaluation criteria in Step 1 or Step 2 does not score a "Pass" to any of the Mandatory requirements of Section 6, Table 6.1, the Bidder will be deemed non-responsive and disqualified.</p> <p>All responses must be marked "Yes" to Pass.</p>	Pass/Fail

9.6.1 Technical Evaluation of Unsolicited Items

All Bidders who offer Unsolicited items shall have those items reviewed by the State to determine if they are in scope with their associated SOW Mandatory requirements. Any offered Unsolicited individual item deemed by the State to be in conflict with SOW Mandatory requirements, out of scope, insufficiently described, or otherwise not in the best interests of the State shall be disqualified from the offering. Offered Unsolicited items that are dependent upon a different disqualified individual Unsolicited offering shall also be disqualified. Disqualification of Unsolicited offerings, or the failure of a Bidder to offer any Unsolicited items, shall not by itself jeopardize the Bidder's bid except to the degree that it affects the Bidder's evaluated Unsolicited cost points per Section 9.7.1, *Scoring of Unsolicited Item Costs*; unless the Bidder has stated that the (disqualified) Unsolicited item is required in order for a Mandatory item to be functional, in which case the disqualification of the Unsolicited item could create a failure of the Mandatory item. Because Unsolicited items have not been specified by the State and are neither required (Mandatory) or desirable (D) in State solicitation terms, the determination of acceptance or disqualification of individual Unsolicited items shall be the sole right of the State, shall not need justification, and is not subject to protest by any Bidder. The technical evaluation of Unsolicited items shall not be scored for non-cost points.

9.7 COST EVALUATION

After the mandatory pass/fail evaluation of bids as described in IFB Section 9.6 and 9.7 above, costs (bid Volume 3) will be evaluated for compliant Bidders without material deviations. Costs will not be evaluated for noncompliant Bidders with material deviations.

The Bidder's Cost Worksheets will be checked for mathematical accuracy and the Bidder's grand total for one (1) year's costs shall be confirmed for each bid. The evaluation of costs shall be based on the cost sheets and their instructions as contained in the IFB. The total annual cost of each Bidder will be multiplied by seven (7), representing the approximate total potential number of years of each Contract. The total seven (7) year cost will be used for evaluation methodology.

In determining their bidding strategy, Bidders need to establish their own best estimates of applicable unit transaction volumes. Note that actual transaction volumes experienced by each awarded Contractor may vary significantly from the volumes in the cost sheet depending upon a variety of factors, including but not limited to the number of awarded Contractors, the marketing and sales performed by each Contractor, the qualification of Customer subsidies such as from the federal E-Rate and California Teleconnect Fund programs. **Bidders are cautioned that the estimated numbers of transactions used in the cost sheets are for cost evaluation purposes only and should not be relied on as a forecast of actual transaction volumes or resulting total reimbursement amounts.**

FOR THE TABLE BELOW, THE NUMBERS USED ARE FOR ILLUSTRATION PURPOSES ONLY AND DO NOT REPRESENT ANY EXPECTATION ON THE PART OF THE STATE.

The following example is offered for illustrative purposes only:

Table 9-10: Identify the Lowest Total Seven Year Cost

<i>Bidder</i>	<i>Total Seven Year Cost</i>
A	\$47,000,000
B	\$40,000,000
C	\$38,000,000
D	\$56,000,000

Lowest Total Annual Cost before preferences and incentive.

9.7.1 Scoring of Unsolicited Item Costs

The total possible score available for Unsolicited items is 100 points. Bidders will be scored based upon their relative discount from their published catalog prices for those offered Unsolicited items acceptable to the State compared to the relative discount offered by other Bidders. In offering their Unsolicited items, Bidders shall use the cost response format contained in the IFB's cost sheets for every Unsolicited item offered by the Bidder per the instructions for Unsolicited items in IFB Section 7.3, Cost Worksheet Instructions. The State will not include in its cost evaluation of Unsolicited items those offered Unsolicited items that were disqualified by the State during the process described in IFB Section 9.3.3, Technical Evaluation of Unsolicited Items.

Cost evaluation of Unsolicited items offered by the Bidder will be as follows:

1. Each item offered by the Bidder and accepted by the State for evaluation must be found in a catalog that includes a name or description equivalent to that offered by the Bidder in its offer.
2. The catalog must be published in paper or online not later than the date and time of the Final Bid due date, and the published catalog must be available to the public.
3. For cost evaluation purposes, a quantity of one (1) per Unsolicited item per year will be used. The catalog price of each offered Unsolicited item used for evaluation purposes shall be the sum of the following published catalog sub-cost quantities and elements:
 - a. One (1) one-time costs (e.g., installation cost)
 - b. Twelve (12) monthly reoccurring charges
 - c. Two (2) cost per change

4. Any sub-cost elements of any offered Unsolicited item that are not priced in the Bidder's published catalog, or that cannot be found by the State in the catalog, shall be assumed to have a zero catalog price for that sub-cost element. If a discrepancy is found between a catalog price entered in the cost worksheet by the Bidder compared to the price shown in the Bidder's catalog, the price published in the catalog shall be used to represent the worksheets' catalog price, and the State may correct the catalog price entered by the Bidder.
5. The total price per individual Unsolicited item offered shall not exceed the total catalog price of that item using the above catalog sub-cost quantities and elements (#s 3.a, b & c above).
6. Offered Unsolicited items that exceed their published catalog price or that are, in the sole opinion of the State,² above the market price for similar products or services, or would impose unacceptable direct, indirect or hidden program costs to the State, or are otherwise not in the interests of the State or its Customers, may be eliminated from further consideration for evaluation or award.
7. Unsolicited items offered with a total price of zero dollars (\$0.00), will be accepted regardless whether or not the item is offered in the Bidder's published catalog, if the item has not been eliminated in the technical review of Unsolicited items as described in Section 9.3.3, *Technical Evaluation of Unsolicited Items*.
8. Unsolicited items offered with a total price of zero dollars (\$0.00) that are not offered in the Bidder's published catalog, or are offered in the catalog at no cost, shall not be included within the calculation of average percentage discount.
9. The sum-total of the Bidder's Model total extended costs of all offered and accepted Unsolicited items shall be compared against the sum-total of the Bidder's Model total extended catalog prices of all offered and accepted Unsolicited items per Subcategory to generate the average percentage discount from the Bidder's catalog price, using the following formula:
$$\frac{(\text{Bidder's total catalog price} - \text{Bidder's total offered price})}{\text{Bidder's total catalog price}} = \text{the Bidder's average percentage discount.}$$
10. **The Bidder's average discount off of the total catalog price of all offered Unsolicited items must be at least 25% in order for the Bidder to be considered compliant for the purpose of Unsolicited point evaluation.** Bidders who do not

² Because the item has not been solicited by the State, the State's opinion regarding acceptance or disqualification shall not need justification, and is not subject to protest by any Bidder.

achieve an average discount of at least 25% shall receive no Unsolicited item earned points, and will not be included within the comparison of Bidders described in step 11, below.

11. The compliant Bidder that achieves the highest average percentage discount shall receive the maximum available earned points for Unsolicited items: 100 points. Every other compliant Bidder will earn a portion of the 100 earned points relative to its averaged percentage discount compared to the highest average discount of all Bidders, using the following formula:

The Bidder's average percentage discount ÷ by the highest average discount of all Bidders x 100 points = the Bidder's earned Unsolicited item points.

The following example of earned Unsolicited item cost points for Subcategory 1.4 is offered for illustrative purposes only:

Table 9-11: Example of scoring Unsolicited item costs

<i>Bidder</i>	<i>Bidder's Sum Total Percentage Discount</i>	<i>Ratio of the Bidder's % Discount to the Highest % Discount</i>	<i>equals</i>	<i>Percent Earned</i>	<i>times</i>	<i>Total Possible Unsolicited Cost Points</i>	<i>equals</i>	<i>Earned Unsolicited Cost Points</i>
A	15%	n/a*	=	0.00%	x	100	=	0
B	26%	$\frac{26\%}{40\%}$	=	65.00%	x	100	=	65
C	33%	$\frac{33\%}{40\%}$	=	82.50%	x	100	=	82.5
D	40%	$\frac{40\%}{40\%}$	=	100.00%	x	100	=	100

* Because Bidder A's sum total percentage discount is below 25%, Bidder A is not qualified to receive any earned Unsolicited cost points.

9.7.2 Adjustment of Costs for TACPA

In evaluating bids, the State will give preferences in accordance with the law for Bidders who are California home based and who successfully claim preferences under the Target Area Contract Preference Act (TACPA) by completing and returning the appropriate forms described in IFB Section 5.2.5. Where a TACPA preference is claimed, the State will verify eligibility for the preference and evaluate and apply the preference in accordance with law and established procedures.

The maximum preference allowed for TACPA is nine percent (9%) of the bid amount but may not exceed \$50,000 for any bid. In combination with any other preference the maximum limit of the combined preference is 15 percent of the bid amount and, in no case, shall be more than

\$100,000.00 per bid, whichever is less. The TACPA preference is calculated against the lowest Bidder's proposed cost.

The following example illustrates potential cost evaluation adjustments for optional TACPA compliance:

Bidders A has qualified for a 5% worksite preference for TACPA compliance (not to exceed \$50,000). No TACPA preferences are claimed by any other Bidders. Bidder C's proposes the lowest cost; the preference is calculated against Bidder C's cost, as $\$38,000,000 \times 5\% = \$1,900,000$, and is capped at the maximum limit, \$50,000.

Table 9-15: Example of adjusting for TACPA preference

Bidder	Total Seven Year Cost	Total TACPA Percentage Earned	Total TACPA Preference	Cost Reduction (to a maximum of \$50,000)	Adjusted Total Net Costs
A	\$47,000,000	-5.0%	\$1,900,000	-\$50,000	\$46,950,000
B	\$40,000,000	0.0%	n/a	-\$0	\$40,000,000
C	\$38,000,000	0.0%	n/a	-\$0	\$38,000,000
D	\$56,000,000	0.0%	n/a	-\$0	\$56,000,000

9.7.3 Cost Conversion to Points

Each Bidders with the lowest total three (3) year cost for all Mandatory items, adjusted as appropriate for all preferences and incentives (Total Net Cost), will receive 400 earned points. All other compliant Bidders will receive a portion of the 400 earned points relative to the percentage that its cost, adjusted as appropriate for TACPA preferences, is compared to the lowest cost, using the following formula:

The lowest adjusted Mandatory cost of all Bidders ÷ by the Bidder's adjusted Mandatory costs x 400 points = the Bidder's earned points for Mandatory costs

Total Earned Cost Points shall be rounded to the second decimal.

Using the same four (4) Bidders of the previous examples, the following cost evaluation example is offered for illustrative purposes only:

Table 9-16: Example of Cost Conversion to points for Mandatory requirements

Bidder	Bidder's Total Adjusted Total Net Cost	Ratio of the Lowest Mandatory Cost to the Bidder's Cost	equals	Percent Earned	times	Total Possible Mandatory Cost Points	equals	Total Awarded Mandatory Cost Points
A	\$46,950,000	$\frac{\$38,000,000}{\$46,950,000}$	=	80.93%	x	400	=	323.72
B	\$40,000,000	$\frac{\$38,000,000}{\$40,000,000}$	=	95%	x	400	=	380
C	\$38,000,000	$\frac{\$38,000,000}{\$38,000,000}$	=	100.00%	x	400	=	400
D	\$56,000,000	$\frac{\$38,000,000}{\$56,000,000}$	=	67.85%	x	400	=	271.40

Bidder	Total Awarded Mandatory Cost Points	+	Total Possible Unsolicited Cost Points	equals	Final Total Awarded Cost Points
A	323.72	+	0	=	323.72
B	380	+	65	=	445
C	400	+	82.5	=	482.5
D	271.40	+	100	=	371.40

Determination of the Average Baseline³

³ The Average Baseline shall be rounded to the second decimal place.

An average baseline of all the awarded points will be established by averaging all of the Bidders' Final Total Awarded Points with the following exceptions:

- 1) If the highest Bidders Final Total Awarded Points is more than 15% greater than the next highest Bidders, the highest Bidders Total Awarded Points will be excluded from the baseline calculation, except if there are only two Bidders and they are 15% or more apart then both Bidders scores will be used.
- 2) If the lowest Bidders Total Awarded Points is more than 15% lower than the next lowest Bidders, the lowest Bidders Total Awarded Points will be excluded from the baseline calculation, except if there are only two Bidders and they are 15% or more apart then both Bidders scores will be used.

Continuing the example of the four Bidders, the average baseline is calculated as follows:

Table 9-17: Example of determining the average baseline

Bidder	Final Awarded Cost Points	+	Final Awarded Non-Cost Points	=	Final Awarded Total Points	Are the highest points greater than 15% more than the next highest points?	Are the lowest points less than 15% below the next lowest points?
A	323.72		500		823.72	N/A	N/A
B	445		462.50		907.5	No*	N/A
C	482.5		376.85		859.35	N/A	N/A
D	371.40		271.90		643.30	N/A	Yes**
					Sum total of all Final Awarded Total points 3,233.87		
					Total Points used to establish the baseline: 2,590.57		
					Number of Bids used to establish the baseline: 3		
					Average baseline (2590.57 ÷ 3) 863.52:		

* Is 907.5 15% greater than 859.35?

** Is 643.30 15% lower than 823.72?

9.8 DETERMINATION OF BIDDERS QUALIFICATION FOR AWARD

A minimum point threshold will be established that Bidders must achieve in order to qualify for selection and award. The minimum point threshold is established as follows:

1. If a Bidder's Final Total Awarded Points are not more than 15% below the average baseline, the Bidders will be qualified for an award.

Example:

Assuming the minimum point threshold for award is calculated by multiplying the average baseline of 863.52 points times 85.0% (or $863.52 - [863.52 \times 0.150]$) to establish a threshold of 733.99 points.

Each Bidder's Final Total Awarded Points are compared against the minimum threshold:

Table 9-18: Example of determining Bidders qualification for award

<i>Bidder</i>	<i>Final Total Awarded Points</i>	<i>Minimum Point Threshold</i>	<i>Are the Bidder's points greater than the threshold?</i>	<i>Is the Bidder eligible for award?</i>
<i>A</i>	<i>823.72</i>	<i>733.99</i>	<i>Yes</i>	<i>Yes</i>
<i>B</i>	<i>907.5</i>	<i>733.99</i>	<i>Yes</i>	<i>Yes</i>
<i>C</i>	<i>859.35</i>	<i>733.99</i>	<i>Yes</i>	<i>Yes</i>
<i>D</i>	<i>643.30</i>	<i>733.99</i>	<i>No</i>	<i>No</i>

In this example, Bidders A, B and C are qualified for Contract award, while Bidder D is not qualified for Contract award.