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**FILED**  
**Superior Court Of California,**  
**Sacramento**  
**05/16/2019**  
**mrubalcaba**  
By \_\_\_\_\_, Deputy  
Case Number:  
**34-2019-80003146**

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SACRAMENTO

AT&T Corp.,  
  
Petitioner,  
  
v.  
  
California Governor's Office of Emergency  
Services,  
  
Respondent.

Case No.  
  
**VERIFIED PETITION AND COMPLAINT  
FOR WRIT OF MANDATE AND FOR  
INJUNCTIVE AND DECLARATORY  
RELIEF**  
  
Verified Petition Filed: May 16, 2019  
Trial Date: None Set

BY FAX

1           Petitioner AT&T Corp. alleges as follows:

2           1.       This case concerns Respondent California Governor’s Office of Emergency  
3 Services’ (“OES”) recent Request for Proposals (“RFP”) to solicit bids to build Next Generation  
4 911 Services (“NG 911”). Exs. 1–2.<sup>1</sup> As an industry leader in the provision of such services,  
5 Petitioner AT&T Corp. (hereinafter “AT&T”) has notified OES that AT&T intends to submit a  
6 bid to provide NG 911 services, but reserved its right to bring this petition.

7           2.       Specifically, the RFP contains the following three unlawful requirements that OES  
8 has refused to remove, thereby forcing AT&T to file this petition for writ of mandate:

9           **First**, the RFP requires each bidder to file a tariff with the California Public Utilities  
10 Commission (“CPUC”), thereby submitting to the jurisdiction of the CPUC with respect to NG  
11 911 services. However, under California law, the CPUC is prohibited from exercising  
12 jurisdiction over NG 911 Internet Protocol (IP)-enabled services. Pub. Util. Code § 710.

13           **Second**, as part of the required tariff (to be submitted to the CPUC on June 7, 2019), each  
14 bidder is required to publicly disclose its prices for providing the services prior to the final  
15 selection of the winning bidder and negotiations over the final price. In addition to the tariff  
16 infirmity, this requirement is illegal because OES must competitively bid the work for the NG  
17 911 system. Forcing bidders to disclose their pricing in advance of the selection of the winning  
18 bidder (including the negotiations of the final price) violates the purposes and objectives of  
19 California’s competitive bidding statutes. This required public disclosure also is contrary to  
20 provisions in the RFP that state that bidders’ proposals will be kept confidential prior to award of  
21 the contract.

22           **Third**, the RFP contains an annual price cap—called a “not to exceed” or “NTE” price—  
23 of approximately \$38,000,000 for the state-wide Prime Contract and an annual NTE amount of  
24 approximately \$10,000,000 for a “typical” Region. The RFP provides that if any proposal’s total

25  
26           <sup>1</sup> Exhibit 1 is a true and correct copy of Part 1 of RFP No. 6026-2018, as revised by  
27 Addendum No. 2, released on May 2, 2019. Exhibit 2 is a true and correct copy of the Cost  
28 Workbook associated with RFP No. 6026-2018, as revised by Addendum No. 2, released on May  
2, 2019. RFP No. 6026-2018 also contains a voluminous Part 2, which is not cited herein and  
therefore has not been attached to this Petition.

1 price exceeds the NTE amounts, that proposal will be deemed to be “non-compliant” with the  
2 terms of the RFP. However, the NTE is illegal because under California law, it was incumbent  
3 upon OES to rely upon “substantial evidence” for the NTE levels, so as to assure that they are not  
4 “arbitrary, capricious, entirely lacking in evidentiary support, or procedurally unfair.” See  
5 *Associated Builders and Contractors, Inc. v. San Francisco Airports Com.*, 21 Cal.4th 352, 374  
6 (1999). But there is no evidence in the record, let alone “substantial” evidence, supporting the  
7 NTE levels and, based upon AT&T’s experience with NG 911 services, these NTEs appear to be  
8 grossly understated. While OES has stated in conclusory fashion that the NTE levels are based  
9 on “industry research” and nothing more, it did not disclose the purported research in the RFP,  
10 has refused to disclose it in response to AT&T’s requests (including a Public Records Act  
11 request), and recently refused to remove the NTE amount from the RFP.

12 3. This dispute requires prompt judicial intervention. By this petition, AT&T  
13 requests that the Court:

14 a. Issue a writ directing OES to withdraw the current RFP and, if it chooses, issue a  
15 new RFP that (i) omits the requirement that bidders submit a tariff to the CPUC, and (ii) if OES  
16 includes an NTE in the new RFP, that it be supported by substantial evidence establishing how  
17 any such NTE is calculated and that the NTE is rationally related to the scope and requirements  
18 set forth in the RFP; and

19 b. Grant a temporary restraining order and preliminary injunction staying the RFP  
20 process pending a trial of this matter.

21 4. If provisional relief is not granted, the RFP’s unlawful requirements will cause  
22 immediate harm to AT&T because the tariff is required to be filed no later than June 7, 2019  
23 (thereby illegally requiring that AT&T submit to the jurisdiction of the CPUC as to its IP-enabled  
24 NG 911 services, and forcing AT&T to publicly disclose its pricing at that time). In addition,  
25 proper bids cannot be submitted until it is determined whether there is a basis for enforcing the  
26 NTE levels based on substantial evidence. By contrast, maintaining the status quo of the existing  
27 911 system until this matter is resolved will not harm OES and will assure the safe operation of  
28 California’s public safety system until the writ petition can be decided.



1 message services to support emergency communications;

2 (B) processes all types of emergency calls, **including voice,**  
3 **data, and multimedia information;**

4 (C) acquires and integrates additional emergency call data  
5 useful to call routing and handling;

6 (D) **delivers** the emergency calls, messages, and **data** to the  
7 appropriate public safety answering point and other  
8 appropriate emergency entities;

9 (E) **supports data or video communications needs** for  
10 coordinated incident response and management; and

11 (F) **provides broadband service** to public safety answering  
12 points or other first responder entities.

13 (emphasis added).

#### 14 B. CPUC Regulation

15 10. Before the advent of the internet, 911 services were provided through a technology  
16 called "time-division multiplexing" ("TDM"). Now, however, 911 services can also be provided  
17 through IP-based services.

18 11. The CPUC is permitted to exercise regulatory jurisdiction over telephone  
19 companies operating non-IP enabled services in California and require them to file tariffs. Pub.  
20 Util. Code § 216. A tariff is a schedule submitted by the telephone company and approved by the  
21 CPUC that contains the telephone company's rates, charges, classifications, and conditions  
22 effecting services. *Id.* § 489.

23 12. Once approved by the CPUC, a tariff is binding on both the company and the  
24 public and has the force and effect of a statute. *Dyke Water Co. v. Pub. Utilities Comm'n*, 56 Cal.  
25 2d 105, 123 (1961). Further, the telephone company cannot change its rates without filing a  
26 formal application with the CPUC and complying with the applicable statutes. *Pac. Bell v. Pub.*  
27 *Utilities Comm'n*, 79 Cal. App. 4th 269, 274, 282-83 (2000).

28 13. If a company or its services are subject to the CPUC's jurisdiction and regulation,  
then the CPUC has the authority to supervise, regulate, and "do all things . . . which are necessary  
and convenient in the exercise of such power and jurisdiction." Pub. Util. Code § 701. Such  
authority significantly restricts the ability of a company to control its own affairs and impose

1 substantial legal and compliance costs.

2 **C. The California Legislature Has Prohibited the CPUC From Regulating Voice**  
3 **Over Internet Protocol and Internet Protocol Enabled Services**

4 14. The CPUC may only regulate telephone companies to the extent permitted under  
5 an express delegation of authority from the California Legislature.

6 15. The Legislature has not granted the CPUC authority to exercise jurisdiction over  
7 IP-enabled services like NG 911; to the contrary, it has expressly prohibited the CPUC from  
8 doing so. Specifically, in September 2012, the California Legislature passed S.B. 1161, that  
9 added sections 239 and 710 to the Public Utilities Code.

10 16. Section 239(b) of the Public Utilities Code defines an IP-enabled service as:

11 any service, capability, functionality, or application using existing  
12 Internet Protocol, or any successor Internet Protocol, that enables an  
13 end user to send or receive a communication in existing Internet  
14 Protocol format, or any successor Internet Protocol format through  
15 a broadband connection, regardless of whether the communication  
16 is voice, data, or video.

17 17. Section 710(a) of the Public Utilities Code states that the CPUC

18 shall not exercise regulatory jurisdiction or control over Voice over  
19 Internet Protocol and Internet Protocol enabled services except as  
20 required or expressly delegated by federal law or expressly directed  
21 to do so by statute or as set forth in subdivision (c).

22 18. Likewise, Section 710(b) of the Public Utilities Code states that

23 No department, agency, commission, or political subdivision of the  
24 state shall enact, adopt, or enforce any law, rule, regulation,  
25 ordinance, standard, order, or other provision having the force or  
26 effect of law, that regulates VoIP or other IP enabled service, unless  
27 required or expressly delegated by federal law or expressly  
28 authorized by statute or pursuant to subdivision (c).

19 19. None of the exceptions in Public Utilities Code section 710(c) refer to a statute  
20 that grants the CPUC general regulatory authority over IP enabled services such as NG 911.

21 20. The legislative findings of S.B. 1161 explain that the reason for this prohibition is  
22 that "[t]he Internet and Internet Protocol-based (IP-based) services have flourished to the benefit  
23 of all Californians under the current regulatory structure. The success of the innovation economy  
24 is a result of an open and competitive environment that has provided California consumers and  
25  
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1 businesses with a wide array of choices, services, and prices.” Stats.2012, c. 733 (S.B.1161), § 1.  
2 The Legislature also stated that it “is the intent of this act to reaffirm California's current policy of  
3 regulating Internet-based services only as specified by the Legislature. . . .” *Id.*

4 **D. The NG 911 RFP**

5 21. OES released the RFP on April 1, 2019, and issued a revised RFP on May 2, 2019.  
6 Ex. 1 at 14.

7 22. The RFP provides that OES may select up to five companies to build the NG 911  
8 network—one company to handle the overarching statewide “Prime” contract, and up to four  
9 other companies for the related “Regional” contracts. Ex. 1 at 24 [RFP Part 1 at §1.1].

10 23. As structured by OES, the RFP calls for three submittals:

- 11 a. A technical proposal describing how the bidder intends to satisfy the RFP’s  
12 requirements (*i.e.*, how it proposes to provide the services);  
13 b. A tariff that is required to be publicly filed with the CPUC; and  
14 c. A pricing proposal setting out how much the bidder would charge for  
15 providing the services, followed by negotiations over the final terms between  
16 OES and the bidders.

17 24. The last day for a bidder to submit a technical proposal is May 17, 2019. Ex. 1 at  
18 30-31 [RFP Part 1 at Table 2-3]. According to the RFP, a technical evaluation period will then  
19 run from May 17, 2019 through June 7, 2019. *See id.* June 7, 2019 also is the last day for bidders  
20 to submit their NG 911 tariffs with the CPUC, and on June 27, 2019 bidders must submit their  
21 cost workbook and draft plans. *See id.* The pricing submitted in the cost workbooks is required  
22 to be consistent with the pricing set forth in the tariffs. OES and the eligible bidders will then  
23 negotiate over the terms of the pricing and technical proposals (currently anticipated to occur  
24 during July 2019). *See id.* OES anticipates awarding the Prime contract on July 31, and that the  
25 Regional contract(s) will be awarded on August 30, 2019. *See id.*

26 25. The RFP provided for a formal question and answer period, wherein OES could  
27 consider and respond to bidder questions and revise (or not) the RFP’s terms. *See id.* OES issued  
28 responses to the submitted questions starting on April 9, 2019 with the latest round of answers on

1 May 10, 2019.

2 **E. The RFP's Tariff Requirement Violates Public Utilities Code Section 710**

3 26. Contrary to California law, and specifically Public Utilities Code section 710,  
4 OES's RFP requires all bidders to submit a tariff for NG 911. Ex. 1 at 56 [RFP Part 1 at §5].  
5 Contrary to various provisions in the RFP calling for bids to be kept confidential (Ex. 1 at 33  
6 [RFP Part 1 at §2.4.5], 37 [RFP Part 1 at §2.5.4], and 78 [RFP Part 1 at §7.4]), the tariff will be  
7 public and served upon AT&T's competitors, among others, when filed with the CPUC. The  
8 tariff is required to include bidders' proposed pricing for the RFP, where otherwise price  
9 information typically would be held in confidence by the agency and not disclosed to competitors.  
10 Not only is this contrary to section 710 of the Public Utilities Code, but the requirement also  
11 violates California public contracting principles that proposed pricing remain confidential during  
12 the RFP selection process.

13 27. Only the Legislature can grant the CPUC authority to regulate a telephone  
14 company. See Cal. Const., art. XII, §§ 3, 5. OES therefore lacks the constitutional and statutory  
15 authority to try to accomplish this same result by making CPUC oversight a requirement of the  
16 RFP.

17 **F. The Not To Exceed (NTE) Amounts In The RFP Are Not Supported By**  
18 **Evidence**

19 28. The RFP states that "[t]he Cost Worksheets contain a 'Not to Exceed' amount that  
20 has been calculated based on industry research for similar services." Ex. 1 at 58 (RFP Part 1 at  
21 §5.2). It further provides that "any pricing submitted that exceeds" the NTE "will be considered  
22 non-compliant." *Id.* The NTE amount is \$38 million per year for the Prime contract, and \$10  
23 million per year for a "typical" Regional contract. Ex 2 at 84 [CA NG-911 Prime Cost Summary]  
24 and 90 [CA NG 911 Region Cost Summary].

25 29. The RFP does not provide any information on the "industry research" that  
26 purportedly served as the basis for the NTE figures.

27 30. AT&T requested OES to provide the alleged industry research as part of the  
28 question process of the RFP, and in a request made under California's Public Records Act. To



1 date, OES has refused to do so.

2 31. Thus, neither the \$38 million annual Prime NTE figure nor the \$10 million annual  
3 typical Region figure is supported by any evidence, let alone substantial evidence as required  
4 under the law.

5 **CAUSES OF ACTION**

6 **First Cause Of Action Against OES**

7 **Writ Of Mandate (Code Civ. Proc. § 1085)**

8 32. AT&T incorporates herein by reference, and alleges as though set forth in full, the  
9 allegations contained in Paragraphs 1-31.

10 33. NG 911 services are "IP-enabled services" under state law.

11 34. California law (Public Utilities Code section 710) prohibits the CPUC from  
12 exercising jurisdiction or authority over IP-enabled services, including through the tariff process.  
13 In the RFP, however, OES requires all bidders to agree that they will submit tariffs to the CPUC  
14 for NG 911 services. In so doing, OES has incorporated an illegal condition as a requirement of  
15 the RFP.

16 35. In addition, the tariff requirement violates the purposes and objectives of public  
17 contracting law because it requires competitive bidders to publicly disclose their pricing before  
18 the contract award is made.

19 36. OES is required to have substantial evidence to support any "not to exceed"  
20 amount included in an RFP. To date, OES has not provided any evidence supporting the NTE  
21 amounts contained in the RFP.

22 37. AT&T has no adequate remedy at law because OES has directed that there are no  
23 bid protest remedies for this RFP, and that any challenge to the RFP must be through a writ of  
24 mandate proceeding. AT&T's harm cannot be remedied by monetary relief.

25 38. AT&T respectfully requests that this Court direct OES to withdraw the current  
26 RFP and order that any new RFP (a) must omit the requirement that bidders submit a tariff to the  
27 CPUC, and (b) if OES includes an NTE in any new RFP, that it be supported by substantial  
28 evidence establishing (i) how any such NTE is calculated and (ii) that the NTE is rationally

1 related to the scope and requirements set forth in the RFP.

2 **Second Cause Of Action Against OES**

3 **Declaratory Relief**

4 39. AT&T incorporates herein by reference, and alleges as though set forth in full, the  
5 allegations contained in Paragraphs 1-31.

6 40. An actual controversy has arisen and now exists between AT&T and OES  
7 concerning their respective rights and duties in that:

- 8 a. AT&T contends that it may not be required to submit a tariff for NG 911 as a  
9 condition of the RFP, whereas OES contends that this is a valid requirement of the  
10 RFP; and  
11 b. AT&T contends that the NTE provision is unenforceable, whereas OES contends  
12 that it may deem pricing proposals exceeding the NTE to be "non-compliant" with  
13 the terms of the RFP.

14 41. A judicial declaration is necessary and appropriate at this time under the  
15 circumstances in order that AT&T may ascertain its rights and duties under the RFP.

16 42. AT&T desires a judicial determination of its rights and duties and a declaration  
17 that AT&T may not be required to submit a tariff for NG 911 as a condition of the RFP, and that  
18 the NTE provisions of the RFP are unenforceable.

19 **Third Cause Of Action**

20 **Injunctive Relief**

21 43. AT&T incorporates herein by reference, and alleges as though set forth in full, the  
22 allegations contained in Paragraphs 1-31.

23 44. OES has directed that all responses to the RFP commit to submitting a tariff to the  
24 CPUC for NG 911 services, and that the price of the proposals not exceed the NTE amount.

25 45. OES, unless and until enjoined, will cause great and irreparable injury to AT&T in  
26 that OES will require AT&T to (a) submit an unlawful tariff to the CPUC for NG 911 services;  
27 (b) improperly disclose its proposed pricing prior to contract award; and (c) submit a price  
28 proposal that is targeted to an NTE figure that is without evidentiary support.



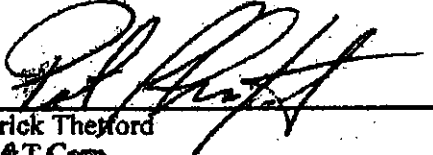
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VERIFICATION

I, Patrick Theiford, declare as follows:

1. I am the Director, Public Safety Sales of the Petitioner, AT&T Corp., and am authorized to make this verification on its behalf. I have read the foregoing Petition for Writ of Mandate and know its contents. The facts stated in the Petition are either true and correct of my own personal knowledge, or I am informed and believe that such facts are true and correct, and on that basis I allege them to be true and correct.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration was executed on May 14, 2019 in Kansas City, Missouri.

  
Patrick Theiford  
AT&T Corp.

# **Exhibit A**



**Request for Proposal**  
**RFP 6026-2018, Addendum 2**  
**PART 1 – BIDDER INSTRUCTIONS**

**FOR**

**Next Generation 9-1-1 Services – Prime and Regions**

Issued by:

**State of California**

**California Governor's Office of Emergency Services (Cal OES)**

**Part 1** of the solicitation contains the Bidder and bidding instructions, proposal form instructions, solution requirements and instructions, and all other instructional/compliance information that the Bidder must meet in order to be considered responsive and responsible to the solicitation.

**Part 2** of the solicitation contains all forms a Bidder must complete and return with its Proposal Submission, including the CDT/STP administrative forms, qualification forms, requirement responses, and all exhibits/attachments discussed in Part 1.

**Disclaimer:** The original version and any subsequent solicitation addenda released by the Procurement Official of this solicitation remain the official version. In the event of any inconsistency between the Bidder's versions, articles, attachments, specifications or provisions (which constitute the Contract), the official State version of the solicitation in its entirety shall take precedence.

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# RFP

## PART 1 – BIDDER INSTRUCTIONS



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## **1. INTRODUCTION**

This solicitation is being conducted under the authority of California Department of Technology (CDT) pursuant to Public Contract Code (PCC) §6611 et seq. The format that bid information is to be submitted and the material to be included therein follows. This solicitation also addresses the requirements that Bidders must meet to be eligible for consideration, as well as addressing Bidders' responsibilities before and after award.

### **1.1. PURPOSE OF THIS REQUEST FOR PROPOSAL**

The purpose of this Request for Proposal (RFP) is to obtain bids from qualified Bidders to result in a single contract for Next Generation 9-1-1 (NG9-1-1) Services – Prime, and a single contract with each Regional NG9-1-1 Services – Region for a total of four (4) Regions, 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).

### **1.2. BACKGROUND**

The CA 9-1-1 Branch is authorized by statute Government Code (GC) Sections 53100-53121 to manage and oversee the statewide 9-1-1 emergency communications system. The authority to oversee the expenditures of State Emergency Telephone Number Account (SETNA) funds is provided in the California Department of Finance's Manual of State Funds, 0022. The CA 9-1-1 Branch is responsible for administering the SETNA which provides funding to California Public Safety Answering Points (PSAPs) for 9-1-1 systems and services. Guidance for filing 9-1-1 tariffs is provided by the California Public Utilities Commission (CPUC) and can be found at: [http://www.cpuc.ca.gov/uploadedFiles/CPUC\\_Public\\_Website/Content/Utilities\\_and\\_Industries/Communications\\_-\\_Telecommunications\\_and\\_Broadband/Service\\_Provider\\_Information/911%20Tariff%20Filing%20Text%20for%20CD.pdf](http://www.cpuc.ca.gov/uploadedFiles/CPUC_Public_Website/Content/Utilities_and_Industries/Communications_-_Telecommunications_and_Broadband/Service_Provider_Information/911%20Tariff%20Filing%20Text%20for%20CD.pdf)

### **1.3. TERM OF CONTRACT**

Effective upon approval of CDT, Statewide Technology Procurement (STP), the term of the Contract is five (5) years, with an estimated start date of July 31, 2019.

The State, at its sole discretion, may exercise its option to execute five (5) one (1)-year extensions for a maximum Contract term of ten (10) years. If the State exercises its option(s) to extend the contract term, each extension will be at the rates provided in Exhibit 22, COST WORKBOOK.

### **1.4. CURRENT AND PROPOSED ENVIRONMENT**

#### **1.4.1. CURRENT ENVIRONMENT**

The CA 9-1-1 Branch in collaboration with approximately 440 PSAPs provide 9-1-1 services for California. The 9-1-1 services are provided via tariff through 45 Selective Routers that are maintained by two telecommunications service providers (AT&T and Frontier Communications). AT&T and Frontier provide Automatic Number Identification (ANI)/ Automatic Location Identifier (ALI) services via tariff for all California PSAPs. There are



eleven (11) Local Access Transport Area (LATA) boundaries throughout California. In 2018, the annual call volume was 27,018,953 with just over 80% coming from wireless devices. The California PSAPs operate and maintain approximately 3,000 Customer Premise Equipment (CPE) positions.

#### **1.4.2. PROPOSED ENVIRONMENT**

This section is intended to present an overview of the proposed system. This RFP does not define the solution. The Bidder shall be responsible to deliver a solution utilizing the required technical requirements identified in Exhibit A, STATEMENT OF WORK (SOW) and Exhibit 21, TECHNICAL REQUIREMENTS - Prime, and Exhibit 23, TECHNICAL REQUIREMENTS – Region. The Proposal Requirements, which include the technical requirements supporting this overview are to be included in Section 4, PROPOSAL REQUIREMENTS.

In the event a discrepancy or ambiguity between the requirements described in this section, and the requirements set forth in Section 4, PROPOSAL REQUIREMENTS is detected after the opening of proposals, Section 4, PROPOSAL REQUIREMENTS and the Bidder's response thereto shall have priority over this section.

The NG9-1-1 Services – Prime in California shall follow the National Emergency Number Association (NENA) i3 Call Flow per NENA-STA-010.2-2016, NENA Detailed Functional and Interface Standards for the NENA i3 Solution. Each region shall provide NENA i3 call flow to support interoperability between their Region and the Prime. The Prime is responsible for the overall management and direction for call flow consistency. Each Region is responsible for the aggregation, routing and delivery of 9-1-1 calls for the awarded region. The "awarded region" is defined as the region to which Cal OES has entered into contract with a specific bidder.

The NG9-1-1 Service Network Provider – Prime shall be responsible to aggregate all Originating Service Provider (OSP) 9-1-1 traffic with the exception of AT&T, Consolidated Communications, Frontier, and wireless OSP. Text to 9-1-1 is also included as part of the 9-1-1 traffic. The Prime Network Service Provider (PNSP) shall aggregate all Text-to-9-1-1 traffic from the Text Control Center or OSP. The PNSP shall be responsible for routing all aggregated 9-1-1 traffic to the appropriate PSAP. In the event of a regional network failure, the PNSP shall be responsible to provide redundant path for routing all 9-1-1 traffic from region through Prime to the PSAP. In the event a PSAP requires 9-1-1 traffic to be transferred outside of their region, the PNSP shall be responsible to accept the 9-1-1 traffic and deliver to the appropriate PSAP.

The PNSP shall be responsible to support integration of an Emergency Alert and Warning System to include Integrated Public Alert and Warning System (IPAWS).

The NG9-1-1 Service Network Provider – Regional (RNSP) shall be responsible to aggregate all AT&T, Consolidated Communications, Frontier, and wireless OSP traffic within their awarded region.

The PNSP and RNSP shall be responsible to anchor all 9-1-1 traffic at aggregation until verification of the ability for the NG 9-1-1 core services to deliver the call to the appropriate PSAP.

The RNSP shall be responsible for all costs associated with the network connectivity to the PNSP for the redundant connectivity. The PNSP shall not charge the RNSP a connection fee for the redundant connectivity.

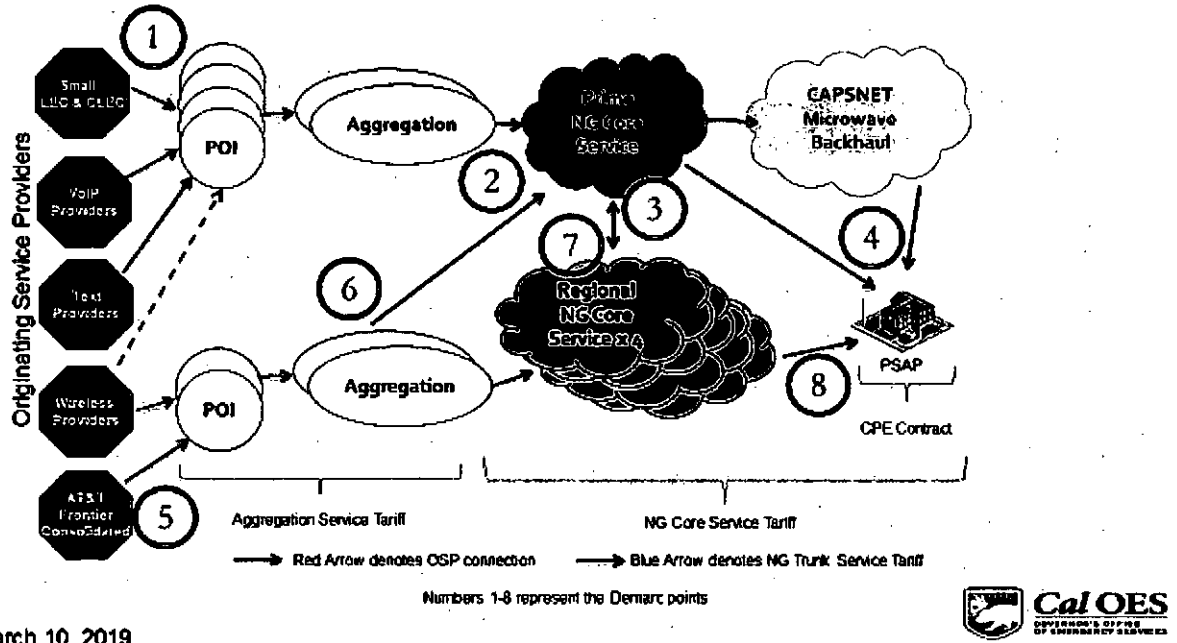


FIGURE 1: NEXT GENERATION 9-1-1 TARIFF SCHEME

Demarc Number	Prime Network Service Provider (PNSP) Demarc description
1	Small LEC, Text, and VoIP OSPs
2	Aggregation to Prime NGCS
3	From Prime NGCS to Regional NGCS (will require demarc for each RNSP)
4	Prime NGCS to all PSAP statewide
Demarc Number	Regional Network Service Provider (RNSP) Demarc description
5	All Wireless OSPs, Consolidated Communications, AT&T, and Frontier
6	From Regional aggregation to Prime NGCS (will require demarc from each RNSP to Prime NGCS)
7	From Regional NGCS to Prime NGCS (will require demarc from each RNSP to Prime

	NGCS)
8	From Regional NGCS to PSAP within region

Figure 1: Next Generation 9-1-1 Tariff Scheme

**1.5. AMERICANS WITH DISABILITIES ACT (ADA)**

To comply with the nondiscrimination requirements of ADA, it is the policy of the State of California 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 2.2.1. You may also contact the State of California 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 ten (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:**

<b>TTY/VCO/HCO to Voice</b>	<b>English</b>	<b>1-800-735-2929</b>
	<b>Spanish</b>	<b>1-800-855-3000</b>
<b>Voice to TTY/VCO/HCO</b>	<b>English</b>	<b>1-800-735-2922</b>
	<b>Spanish</b>	<b>1-800-855-3000</b>
<b>From or to Speech-to-Speech</b>	<b>English &amp; Spanish</b>	<b>1-800-854-7784</b>

**2. BIDDING INSTRUCTIONS**

**2.1. BIDDER ADMONISHMENT**

This procurement will follow a phased approach designed to increase the likelihood that Proposal Submissions will be received without disqualifying defects. The additional steps:

- 1) Ensure that the Bidder clearly understand the State's requirements before attempting to develop its Proposal;
- 2) Ensure that the State clearly understands what each Bidder intends to propose before those proposals are finalized;

- 3) Provide an opportunity for the State and each Bidder to discuss weaknesses or potentially unacceptable elements of a Bidder's proposal and gives the Bidder an opportunity to modify its proposal to correct such problems;

Specific information regarding such steps is found in Section 2.5, BIDDING STEPS, Section 2.7 Negotiations, and Section 7, EVALUATION, of the solicitation.

The Bidder should refer to Section 2.5, BIDDING STEPS, to understand the steps applicable to this solicitation. It is the Bidder's responsibility to:

- 1) Carefully read the entire solicitation;
- 2) Ask appropriate questions in a timely manner, if clarification is necessary;
- 3) Submit all required responses by the required dates and times;
- 4) Make sure that all procedures and requirements of the solicitation are accurately followed and appropriately addressed;
- 5) Carefully re-read the entire solicitation before submitting a Proposal Submission.

## 2.2. COMMUNICATIONS AND CONTACTS

The State uses an online procurement system known as *Cal eProcure* to communicate with prospective Bidders and suppliers. Information and ongoing communications for this solicitation will be posted by the State on the *Cal eProcure* website, [www.caleprocure.com](http://www.caleprocure.com).

Only questions submitted in writing and answered in writing by the Procurement Official shall be binding and official. Written questions must be submitted by email to the Procurement Official identified in Section 2.2.1, PROCUREMENT OFFICIAL, using Attachment 1, TEMPLATE FOR QUESTION SUBMITTAL. All written questions submitted by the deadline specified in Section 2.3, KEY ACTION DATES, will be responded to at the same time with all questions and answers posted to *Cal eProcure* in the form of a question and answer set.

Oral communications by Agency/state entity officers and employees concerning this solicitation shall not be binding on the State and shall in no way excuse the Bidder of any obligations set forth in this solicitation.

### 2.2.1. PROCUREMENT OFFICIAL

The Procurement Official is the State's designated authorized representative regarding this procurement.

Bidders are directed to communicate, submit questions, deliver proposals, and submit all other correspondence regarding this procurement to the Procurement Official at the address below in Table 2-1: Procurement Official.

Table 2-1: Procurement Official

Hand Delivered Proposal; Parcel Post (FedEx, UPS, etc.)	United States Postal Service (USPS)
--	--

California Department of Technology Statewide Technology Procurement Attn: Emily Klahn, Procurement Official 10860 Gold Center Drive, Suite 200 - Security Desk Rancho Cordova, CA 95670	California Department of Technology Statewide Technology Procurement Attn: Emily Klahn, Procurement Official Mail Stop Y12 P.O. Box 1810 Rancho Cordova, CA 95741
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Emily Klahn, Procurement Official  
Phone: (916) 628-5661, Email: [emily.klahn@state.ca.gov](mailto:emily.klahn@state.ca.gov)

### 2.2.2. QUESTIONS REGARDING THE SOLICITATION DOCUMENT

Bidders requiring clarification of the intent, terms and conditions, content of this solicitation, or on procedural matters regarding the competitive proposal process may request clarification by submitting questions using Attachment 1, TEMPLATE FOR QUESTION SUBMITTAL, in an email (using the solicitation identification information from the solicitation title page) to the Procurement Official listed in Section 2.2.1. To ensure a response, questions must be received in writing by the scheduled date(s) specified in Section 2.3, 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.

If a Bidder who desires clarification or further information on the content of the solicitation, but whose questions relate to the proprietary aspect of its proposal and disclosure exposes its proposal to other Bidders, the question may be submitted using the same criteria above with the notation, "CONFIDENTIAL." The Bidder must explain why the question is sensitive in nature. If the State concurs that the disclosure of the question or answer would expose the proprietary nature of the proposal, the question will be answered and both the question and answer will be confidentially maintained. If the State does not concur with the proprietary aspect of the question, the question and answer will not be confidentially maintained and the Bidder will be so notified.

### 2.2.3. MANDATORY INTENT TO BID

**Bidders that want to participate in the solicitation must submit a completed Exhibit 2: Intent to Bid by the date specified in Section 2.3, Key Action Dates.** The purpose for the Intent to Bid is to ensure bidders are aware and can comply with Certificate of Public Convenience and Necessity (CPCN) applications, requirements, tariff filing, and all milestones.

This document shall be emailed to the Procurement Official identified in Section 2.2.1. Only those Bidders acknowledging interest in this solicitation will receive invitations and correspondence applicable to the solicitation (e.g., scheduling dates for confidential discussions, Office of Technology services (OTech) meetings, etc.) throughout this procurement. Correspondence to a Bidder regarding this solicitation 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 2.2.1, in writing, regarding any revision to the contact person information by the proposal submission date. The State shall not be responsible for proposal 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.

A Bidder must notify the Procurement Official whenever its intent to proposal changes or whenever there is a change in the Bidder's designated contact information.

**2.2.4. BIDDERS' LIBRARY (NOT APPLICABLE)**

**2.2.5. BIDDER'S CONFERENCE (NOT APPLICABLE)**

**2.2.6. SITE VISIT (NOT APPLICABLE)**

**2.2.7. CLOUD COMPUTING SERVICES**

Per the State's Cloud Computing Policy, whenever feasible, Agencies/state entities will utilize the CalCloud services provided by CDT. These service options include Software-as-a-Service (SaaS), Platform as a Service (PaaS), and Infrastructure as a Service (IaaS). For this RFP, CalCloud services provided by CDT are not a viable option due to various requirements identified in Exhibits 21 and 23. Vendors are required to host their proposed solution in a manner which complies with the requirements identified in Exhibits 21 and 23, TECHNICAL REQUIREMENTS, and if applicable, the Cloud Computing Services Special Provisions for Software as a Service (SaaS) or Cloud Computing Services Special Provisions of IaaS or PaaS.

**2.3. KEY ACTION DATES**

Table 2-3: KEY ACTION DATES provides the key action dates and times by which actions must be taken or completed. If the State finds it necessary to change these dates or times, it will be accomplished via an addendum to this solicitation with the exception of dates listed after the Bidder's submission of Proposal Submission. Dates listed after the Bidder's submission of Proposal Submission are estimated and may be adjusted without addendum to this solicitation. All times listed are for California Pacific Time/Pacific Standard Time.

**Table 2-3: Key Action Dates (KAD)**

Key Action Dates		
Item	Action	Date and Time
1.	Release Solicitation	April 1, 2019

Key Action Dates		
Item	Action	Date and Time
2.	Last Day to submit  (a) <b>Mandatory Exhibit 2</b> , Intent to Bid and Exhibit 3, Confidential Statement.  (b) Last day to submit written questions using Attachment 1	April 12, 2019
3.	State's response to Bidder's questions, Bidder's request for changes to the requirements and release of potential addendum	April 26, 2019
4.	Last day to submit Proposal <sup>2</sup>	May 17, 2019, 5:00 PM PT
5.	Technical Evaluation Period <sup>3</sup>	May 17 – June 7, 2019
6.	Bidders last day to submit or update tariffs to CPUC	June 7, 2019 5:00 PM PT
7.	Cost Workbook and Draft Plans Submission	June 27, 2019 5:00pm PT
8.	Negotiation	July 1 - July 30, 2019
9.	PNSP Contract Award	July 31, 2019
10.	RNSP Contract Award(s)	August 30, 2019
<p>1</p> <p>2 All dates after submission of proposal are approximate and may be adjusted as conditions indicate without addendum to this solicitation.</p> <p>3 Based on the number of proposals received.</p> <p>4</p>		

## 2.4. RULES GOVERNING COMPETITION

This solicitation, 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 Information Technology (IT) goods and services by public bodies in the State of California.

### 2.4.1. IDENTIFICATION AND CLASSIFICATION OF SOLICITATION REQUIREMENTS

The State has established certain requirements with respect to proposals to be submitted by prospective Contractors. The use of "shall," "must," or "will" (except to indicate simple futurity) in the solicitation indicates a requirement or condition which is mandatory.

A deviation of any non-negotiable requirement identified in Section 2.7, Negotiations, will disqualify a vendor from participating in Negotiations and Contract Award.

A deviation of any mandatory requirement (other than the non-negotiable requirements identified in Section 2.7, Negotiations) must be resolved to the State's satisfaction during negotiations and corrected in the bidder's BAFO.

The words "should" or "may" in the solicitation indicate desirable attributes or conditions, but are non-mandatory in nature.

#### **2.4.2. SOLICITATION DOCUMENTS**

This solicitation document includes, in addition to an explanation of the State's requirements which must be met, instructions which prescribe the format and content of proposals to be submitted and the model of the Contract to be executed between the State and the successful Bidder.

If a Bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in this solicitation document, the Bidder shall immediately notify the Procurement Official identified in Section 2.2.1, of such error in writing and request clarification or modification of the document.

Modifications will be made by addenda issued pursuant to Section 2.4.6, ADDENDA. Such modifications shall be given by written notice to all parties who have identified themselves as Bidders to the Procurement Official without divulging the source of the request. Insofar as practicable, the State will give such notices to other interested parties, but the State shall not be responsible therefore.

If the solicitation 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 proposals, 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.

#### **2.4.3. EXAMINATION OF THE WORK**

The Bidder should carefully examine the entire solicitation document and any addenda thereto, and all related materials and data referenced in the solicitation 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 3, ADMINISTRATIVE REQUIREMENTS and/or Section 4, PROPOSAL REQUIREMENTS.

#### **2.4.4. EXCLUSION FOR CONFLICT OF INTEREST**

No consultant shall be paid out of State funds for developing recommendations on the acquisition of IT products or services or assisting in the preparation of the project approval



lifecycle documents (stages 2, 3, or 4) or feasibility study, while in effect, 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 project approval lifecycle documents (stages 2, 3, or 4) or 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 solicitation if the Contractor/subcontractor is currently working on the solicitation in an Independent Verification and Validation (IV & V) role.

#### **2.4.5. CONFIDENTIALITY**

Bidder material becomes public only after the contract(s) has been executed. 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.

The Bidder should be aware that marking a document "confidential" or "proprietary" in a Proposal 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 Bidder's proposal 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 proposal.

Any disclosure of confidential information by the Bidder is a basis for rejecting the Bidder's proposal 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 §19570 et seq. Total confidentiality is paramount; it cannot be over emphasized.

#### **2.4.6. ADDENDA**

The State may modify the solicitation at any time prior to submission of Proposal Submission by issuing an addendum. Addenda will be numbered consecutively.

#### **2.4.7. BIDDER'S COST TO DEVELOP RFP**

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

#### **2.4.8. 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.

#### **2.4.9. SIGNATURE OF PROPOSAL**

A cover letter shall be considered an integral part of the Proposal and any proposal form requiring signature, must 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 Proposal may be rejected. The draft proposal, if applicable, must also contain the cover letter, including the title of the person who will sign, but need not contain the signature.

#### **2.4.10. IRREVOCABLE OFFER**

A Bidder's Proposal Submission is an irrevocable offer 180 days following the scheduled date of Contract award date specified in Section 2.3, KEY ACTION DATES. A Bidder may elect to extend the offer in the event of a delay of Contract award.

#### **2.4.11. FALSE OR MISLEADING STATEMENTS**

Proposals which contain false or misleading statements, or which provide references that 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 proposal, and the attribute, condition, or capability is a requirement of this solicitation document, it will be the basis for rejection of the Bidder's proposal.

#### **2.4.12. JOINT PROPOSALS (NOT APPLICABLE)**

#### **2.4.13. BONDS**

The State reserves the right to require a performance bond or other security document as specified in the solicitation from the Bidder in an amount not to exceed the amount of the

Contract. In the event the State requires a surety bond that has not been expressly required by the solicitation, the State will reimburse the Bidder as an addition to the purchase price in an amount not exceeding the standard premium on such bond.

#### **2.4.14. UNFAIR PRACTICES ACT AND OTHER LAWS**

Bidder warrants that its proposal complies with the Unfair Practices Act (Business and Professions Code §17000 et seq.) and all applicable state and federal laws and regulations.

#### **2.4.15. FAIR EMPLOYMENT AND HOUSING COMMISSION REGULATIONS**

The California Government Code §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.

#### **2.4.16. PLASTIC TRASH BAG CERTIFICATION VIOLATIONS**

Public Resources Code §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 Department of Resources Recycling and Recovery (CalRecycle) noncompliant list(s). In the event of any doubt of the status or identity of the business in violation, the State will notify the CalRecycle of the proposed award and afford the CalRecycle 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 CalRecycle, to be in violation of certification requirements.

#### **2.4.17. AIR OR WATER POLLUTION VIOLATIONS**

Unless the Contract is less than \$25,000 or with a non-competitively bid Contractor, Government Code §4477 prohibits the State from entering into any contract for the purchase of supplies, equipment, or services from any person, including a corporation or other business association who is in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district, or is subject to a cease and desist order not subject to review issued pursuant to Water Code §13301 for violation of waste discharge requirements or discharge prohibitions, or is finally determined to be in violation of provisions of federal law relating to air or water pollution.

## **2.5. BIDDING STEPS**

The procurement process may require multiple types of steps or compliance phases, as specified in the RFP that may include: Conceptual Proposal, Detailed Technical Proposal, Draft Proposal, and/or Preliminary proposal (draft submission of only State identified parts or sections of the Proposal Submission phase). The procurement process requires a mandatory final phase consisting of a proposal submission.

At any point during the procurement phase, the State reserves the right to add a compliance phase to the solicitation.

### **2.5.1. COMPLIANCE PHASE**

The State reserves the right to hold a compliance phase prior to award. The compliance phase is an iterative, conversational mode of proposal and Contract development. It requires the State, working together in confidence with each Bidder, to assess and discuss the viability and effectiveness of the Bidder's proposed methods of meeting the State's needs as reflected in the solicitation. It is a departure from the rigid "either accept or reject" philosophy of traditional competitive bidding, yet it is highly competitive in nature. It provides the flexibility needed for the Bidder to present a preliminary proposal prior to formal submittal of the Proposal Submission, and it facilitates the correction of defects before they become detrimental to the proposal. The compliance phase proposals or preliminary proposals may include the submission of a conceptual proposal and/or a detailed technical proposal and/or a draft proposal by the Bidder and/or confidential discussions of the Bidder's proposal(s), and revised draft proposals to address the correction of defects.

The additional compliance phase step(s) will (1) ensure that the Bidders clearly understand the State's requirements before attempting to develop its Proposal Submission; (2) ensure that the State clearly understands what each Bidder intends to propose before those proposals are finalized; and (3) give the State and each Bidder the opportunity to discuss weaknesses or potentially unacceptable elements of a Bidder's proposal and give the Bidder the opportunity to modify their proposal to correct such problems.

The Bidder is strongly encouraged to follow the scheduled steps of this procurement document in order to increase the chance of submitting a compliant Proposal Submission.

**Conceptual Proposal (Not Applicable)**

**Detailed Technical Proposal (Not Applicable)**

**Draft Proposal (Not Applicable)**

### **2.5.2. PROPOSAL SUBMISSION PHASE**

The purpose of the final phase is to obtain proposals that are responsive in every respect. The Proposal Submission is a mandatory step for all Bidders; all other steps are optional unless otherwise stated in Section 2.3, KEY ACTION DATES.

The Proposal Submission must be complete and include all required signatures, Contract changes issued by the State via an addendum, if any. **Cost as identified in Section 6, Proposal Format and Submission Requirements must be submitted under a separate, sealed cover by the Key Action Date identified in RFP Section 2.3.**

### **2.5.3. WITHDRAWAL AND RESUBMISSION / MODIFICATION OF PROPOSALS**

A Bidder may withdraw its conceptual proposal, detailed technical proposal or draft proposal at any time by written notification. A Bidder may withdraw their Proposal Submission at any time prior to the Proposal Submission date and time specified in Section 2.3, KEY ACTION DATES, by submitting a written notification of withdrawal signed by an authorized representative of the Bidder in accordance with Section 2.4.9, SIGNATURE OF PROPOSAL. The Bidder may thereafter submit a new or modified proposal prior to the respective proposal submission date and time specified in Section 2.3, KEY ACTION DATES. Modification offered in any other manner, oral or written, will not be considered. Other than as allowed by law, Proposal Submissions cannot be changed or withdrawn after the deadline date and time designated for receipt, except as provided in the solicitation.

### **2.5.4. DISPOSITION OF PROPOSALS**

All materials submitted in response to this solicitation will become the property of the State of California and will be returned only at the State's option and at the Bidder's expense. At a minimum, the master copy of the Proposal Submission shall be retained for official files and will become a public record after the Notification of Intent to Award is posted. However, materials the State considers as confidential information (such as confidential financial information submitted to show Bidder responsibility) will be returned upon request of the Bidder.

### **2.6. PROTESTS (NOT APPLICABLE)**

This solicitation is being conducted under (PCC) §6611 et seq, protests are not applicable to this solicitation.

### **2.7. NEGOTIATIONS**

The State will conduct negotiations under PCC §6611. The purpose of the negotiation process is to maximize the State's ability to obtain a value effective solution. The State will use the following four (4) non-negotiable items to determine if a bidder's Final Proposal is responsive and the bidder is eligible for Negotiations. The Bidder's response at minimum includes:

- An approved CPCN
- Indication that tariffs to support NG9-1-1 services in accordance with this RFP have been filed with CPUC
- A proposed solution that is non-proprietary
- A proposed solution that is in compliance with NENA i3 standards

Negotiated items will be determined by the State after final proposals are evaluated. If a bidder's Final Proposal deviates from any of the non-negotiable requirements above, the proposal will be rejected and not considered for negotiation or Contract Award. Any deviation of any requirement other than the non-negotiable items above, must be resolved to the State's satisfaction during negotiations and corrected in the bidder's BAFO, if requested.

### **3. ADMINISTRATIVE REQUIREMENTS**

Section 3 contains the mandatory administrative requirements that must be met in order to be considered responsive to this solicitation.

Unless designated otherwise, all of the requirements in this section are mandatory. The documents that must be submitted with the Bidder's Proposal Submission are noted as "Mandatory" or "(M)" in this section.

The administrative requirements listed in this section are denoted as follows:

(M) – All sections labeled as "Mandatory" or "M" are not negotiable. To be considered responsive and responsible to these requirements, all requirements identified as (M) must be responded to. The responses will be evaluated in accordance with Section 7, Evaluation.

(O) - All sections labeled as "Optional" or "O" are not required to be offered by the Bidder in order to be compliant to the solicitation requirements. A Bidder may choose whether to meet administrative requirements labeled as (O) such as those relating to preference points. However, if a Bidder offers any of these (O) requirements, the Bidder must meet the minimum requirements as stated in the section. The State will review responses to optional requirements and apply points, if applicable, per criteria stated in Section 7, Evaluation.

#### **3.1. ABILITY TO PERFORM**

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's firm.

### **3.2. PRIMARY BIDDER**

An award, if made, will be to a primary Bidder for the PNSP and a primary Bidder for each Region. The awarded primary Bidder will be responsible for successful performance of all subcontractors and support services offered in response to this solicitation. 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.

### **3.3. SUBCONTRACTORS**

The Bidder shall include a list of all subcontractors with bid submission providing the services outlined in Part 2 – STATEMENT OF WORK, SECTION 10 – SUBCONTRACTORS and use the format provided in EXHIBIT 24: LIST OF PROPOSED SUBCONTRACTORS.

**The PNSP, RNSP, and any subcontractor providing aggregation services must have a CPCN and tariff filing.** It is the Bidder's responsibility to ensure any subcontractor that the Bidder chooses to use in fulfilling the requirements of this solicitation, and which is expected to receive more than twenty percent (20%) of the value of the Contract, also meets all administrative and proposal requirements of the solicitation, **which includes meeting CPCN and tariff requirements.**

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 Disabled Veteran Business Enterprise (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 more than five (5) 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 Proposal Submission 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 subcontractors 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.

### **3.3.1. BIDDER DECLARATION FORM (M)**

The Bidder must complete and submit Exhibit 5: BIDDER DECLARATION GSPD-05-105, with its Proposal Submission. 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 Agency/state entity agrees to a substitution and it is incorporated, in writing. If the Bidder is not using subcontractors, the Bidder must still complete Exhibit 5, BIDDER DECLARATION GSPD-05-105, answering the applicable questions on the form, and submit it with its Proposal Submission. The form is available at:

[www.documents.dgs.ca.gov/pd/poliproc/MASTEr-BidDeclar08-09.pdf](http://www.documents.dgs.ca.gov/pd/poliproc/MASTEr-BidDeclar08-09.pdf)

### **3.4. AMENDMENT**

Any Contract executed as a result of this solicitation 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.

### **3.5. FINANCIAL RESPONSIBILITY INFORMATION**

#### **3.5.1. FINANCIAL STABILITY**

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 its operations during system planning, development implementation and maintenance and operations phases.

#### **3.5.2. RESPONSIBILITY CERTIFICATION (M)**

The Bidder must certify in writing, to the best of its knowledge and belief that the Bidder, the Bidder's subcontractor(s) or any personnel related to the Contract to be awarded are not presently debarred, suspended, proposed for debarment or declared ineligible for the award



of Contracts by any state or federal agency. The Bidder must submit its certification as Exhibit 16: RESPONSIBILITY CERTIFICATION WITH ITS PROPOSAL SUBMISSION.

The Bidder shall be deemed non-responsive if certification is not submitted with its Proposal Submission, as specified in this section.

### **3.6. GENERAL PROVISIONS**

The Bidder is advised that deviations from the State approved Terms and Conditions may be the basis for rejection of the Bidder's proposal.

#### **3.6.1. GENERAL PROVISIONS – INFORMATION TECHNOLOGY (GSPD-401IT-09/05/2014)**

The Contract awarded as a result of this solicitation shall automatically incorporate by reference the GSPD – 401IT, *General Provisions – Information Technology*, which can be found at the following URL:

[http://www.documents.dgs.ca.gov/pd/poliproc/gspd401it14\\_0905.pdf](http://www.documents.dgs.ca.gov/pd/poliproc/gspd401it14_0905.pdf)

#### **3.6.2. CLOUD COMPUTING SERVICES SPECIAL PROVISIONS**

If the Bidder's solution includes commercial Software as a Service (SaaS) as part of the solution, the Contract awarded as a result of this solicitation shall automatically incorporate by reference the "State Model: Cloud Computing Services Special Provisions for SaaS," which can be found at the following URL: [Cloud Computing Services Special Provisions for Software as a Service \(SaaS\)](#)

### **3.7. COMMERCIAL GENERAL LIABILITY**

The 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 Contract. This insurance shall apply separately to each insured against whom a claim is made or suit is brought subject to the Contractor's limit of liability.

The policy must include the State of California, its officers, agents, employees and servants as an additional insured, but only insofar as the operations under the Contract are concerned.

In accordance to GSPD-401IT 09/05/2014, Provision 20, Insurance, the Contractor must 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 certificate(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 of insurance within ten (10) calendar days of Contract award.

**3.8. WORKERS' COMPENSATION/EMPLOYER'S LIABILITY (M)**

The Prime Contractor shall maintain statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Contract, including special coverage extensions where applicable. Employer's liability limits of \$1,000,000 shall be required. The Bidder is required to sign Exhibit 7: WORKERS' COMPENSATION CERTIFICATION and submit it with its Proposal.

**3.9. ADMINISTRATIVE REQUIREMENTS DOCUMENT (M)**

The Bidder must indicate its willingness and ability to satisfy these requirements by marking "Yes" on the "Bidder Agrees Yes/No" column on Exhibit 4: RESPONSE TO ADMINISTRATIVE REQUIREMENTS. Answering "No" to any of the mandatory administrative requirements or not submitting the required documents with its Proposal Submission may result in the proposal being deemed non-responsive.

**3.10. COVER LETTER (M)**

The Bidder must complete and submit Exhibit 8, COVER LETTER FORM and submit with their Proposal Submission.

**3.11. STD 213, STANDARD AGREEMENT SAMPLE**

Exhibit 1, STD 213, STANDARD AGREEMENT form, is included as a sample. Once contract award is complete, the State will enter all required information prior to moving forward to the signature process step. The Bidder, will be contacted to designate the name and title of the party authorized to bind the Bidder contractually. The State will send the completed finalized Exhibit 1, STD 213, STANDARD AGREEMENT, to the Bidder for signing and return to the State for signature and approval.

**3.12. STATEMENT OF WORK (M)**

Exhibit A, STATEMENT OF WORK (SOW) identifies and describes the tasks and responsibilities of the Contractor and the responsibilities of the State during the term of the Contract.

The Bidder must document its agreement with the State's SOW in its entirety by indicating "Yes" on Exhibit 4, RESPONSE TO THE ADMINISTRATIVE REQUIREMENT.

### **3.13. CONFIDENTIALITY STATEMENT (M)**

The Bidder must agree to the State's confidentiality requirements by submitting a signed Exhibit 3: CONFIDENTIALITY STATEMENT, for the Bidder's company. The completed confidentiality statement must be submitted with Exhibit 2: INTENT TO BID, as indicated in Section 2.3, KEY ACTION DATES.

The Bidder engaging in services pertaining to this solicitation, 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 will also be required, upon Contract award, to submit a signed confidentiality statement from all personnel, agents, and subcontractors assigned to the awarded Contract.

### **3.14. SECRETARY OF STATE CERTIFICATION (M)**

If required by law, the Prime Contractor must submit a certificate of status from the California Secretary of State, showing that the Prime Contractor is certified with the California Secretary of State 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 Proposal Submission 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 Secretary of State to be awarded the Contract. The California Secretary of State Certificate of Status must be included with the proposal. The required document(s) may be obtained through the California Secretary of State, Certification and Records Unit at (916) 657-5448 or through the following website: <https://businesssearch.sos.ca.gov/>. The Bidder must complete and submit the required documentation as Exhibit 6: Secretary of State Certification, with its Proposal Submission.

### **3.15. SELLER'S PERMIT (M)**

The Contractor must meet requirements set forth in §6452, §6487, §7101 and §18510 of the Revenue and Taxation Code §10295 of the Public Contract Code, requiring the Bidder to provide a copy of its retailer's seller's permit or certification of registration and, if applicable, the permit or certification of all participating affiliates issued by the California Department of Tax and Fee Administration. The Bidder must complete and submit its documentation as Exhibit 25: SELLER'S PERMIT CERTIFICATION, with their Proposal Submission. For more information on

seller's permit or certification of registration, refer to the following links:

<https://www.cdtdfa.ca.gov/taxes-and-fees/sutprograms.htm>

### **3.16. PAYEE DATA RECORD (STD 204) (M)**

Exhibit 9, PAYEE DATA RECORD indicates the Bidder is subject to state income tax withholdings pursuant to California Revenue and Taxation Code §18662.

The Bidder must complete and submit the Exhibit 9, PAYEE DATA RECORD with its PROPOSAL SUBMISSION as Exhibit 9, PAYEE DATA RECORD. The Bidder must provide the company's Federal Employer Identification Number (EIN) on this form. The form can be located at the following website: <http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf>

### **3.17. IRAN CONTRACTING ACT OF 2010 (M)**

Division 2, Part 1, Chapter 2.7 of the Public Contract Code (PCC) is the Iran Contracting Act of 2010. This Act §2203 requires that no one shall submit a proposal 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., Bidder or Contractor) engages in investment activities of \$20,000,000 or more as described in PCC §2202.5 pursuant to all provisions of the Iran Contracting Act of 2010. The Iran Contracting Act of 2010, at §2204 requires Bidders to certify at the time the proposal 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.

The Bidder must complete and submit Exhibit 10: IRAN CONTRACTING ACT OF 2010, with its Proposal Submission, and, if the Bidder is selected, again each time their awarded Contract is renewed.

### **3.18. CALIFORNIA CIVIL RIGHTS LAWS (M)**

For Contracts over \$100,000 executed or renewed after January 1, 2017, the Contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and

For Contracts over \$100,000 executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

The Bidder must complete and submit Exhibit 11: CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION, with its Proposal Submission, and, if the Bidder is selected, again each time their awarded Contract is renewed.

**3.19. BONDS AND OTHER SECURITY DOCUMENTS (M)**

The Bidder must submit as Exhibit 19: BOND AND OTHER SECURITY DOCUMENTS, with its Proposal Submission as described below in Table 3-1: BOND REQUIREMENTS. A Proposal Submission submitted without the required documents will be considered non-responsive and will be the basis for rejection of the Bidder's proposal.

**Table 3-1: Bond Requirements**

Item	<b>Financial Protection for Guarantee of Performance (Proposal process)</b>  <b>Required at Proposal Submission-Submittal (Exhibit 19)</b>	Item	<b>Surety Bond and Letter of Credit and Other Forms of Guarantee (at Intent to Award stage)</b>  <b>Required within 21 days after Contract Award and Aligns with Performance Start Date</b>
1a	Letter of Bondability	1b	Performance Bond

**Definitions:**

**1a Letter of Bondability (Required at Proposal Submission)**

The Letter of Bondability shall be from an admitted surety insurer which states the surety unconditionally offers to guarantee to the extent of \$20,000,000 US dollars for PSNP or \$8,000,000 for each RNSP, the Bidder's performance in all respects of the terms and conditions and provisions of the agreement, Letter of Bondability shall be valid until execution of performance bond.

**1b Performance Bond within 21 days of Contract Award**

The Bidder shall furnish to the Deputy Director of CDT STP, a performance bond security in a form satisfactory to the Deputy Director of CDT STP at no cost to the State, a Performance Bond in the amount \$20,000,000 US dollars for PNSP or \$8,000,000 for each RNSP. The bond shall be on a form from an admitted surety insurer and must guarantee Contractor's compliance with the terms of this Contract. The bond shall be in effect for not less than two (2) years after Contract execution, or until full implementation and system acceptance, whichever is later.

Failure to submit the required documents may be cause for termination of the Contract.

Because of the potential consequences that might result if the successful Bidder is unable to furnish any of the specified documents, the Bidder should take the necessary steps, prior to submittal of Proposal Submission, to ensure that, if awarded, they can meet these requirements.

### **3.20. SOCIOECONOMIC PROGRAMS**

#### **3.20.1. BIDDER'S PREFERENCE AND INCENTIVE DECLARATION (M)**

The Bidder must complete and submit Exhibit 13: BIDDING PREFERENCE AND INCENTIVES, with its proposal. The Bidder must indicate on Exhibit 13, BIDDING PREFERENCE AND INCENTIVES whether it is or is not claiming each preference and/or incentive. Refer to Section 7, EVALUATION, for details on the amount and application of preference and incentive points during proposal evaluation.

#### **3.20.2. 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), §10115 et seq., Military and Veterans Code (MVC), §999 et seq., and California Code of Regulations (CCR), Title 2, §1896.60 et seq.

Information regarding the DVBE Program Requirements may be viewed at:

<http://www.documents.dgs.ca.gov/pd/smallbus/CUF/DVBEIncentiveRequireGoodIT.pdf>

The Bidder who has been certified by California as a DVBE (or who has obtained the participation of subcontractors certified by California as a DVBE) must submit a completed form(s) STD.843 DISABLED VETERAN BUSINESS DECLARATIONS for each DVBE. All disabled veteran owners and disabled veteran managers of the DVBE(s) must sign a form for each DVBE and submit as Exhibit 13: BIDDING PREFERENCE AND INCENTIVES. The form is available at:

[www.documents.dgs.ca.gov/pd/poliproc/STD-843FillPrintFields.pdf](http://www.documents.dgs.ca.gov/pd/poliproc/STD-843FillPrintFields.pdf)

The Office of Small Business and DVBE Services offer program information and may be reached at:

Office of Small Business and DVBE Services  
707 Third Street, 1<sup>st</sup> Floor, Room 400  
West Sacramento, CA 95606

**Error! Hyperlink reference not valid.**<https://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Office-of-Small-Business-and-Disabled-Veteran-Business-Enterprise/Certification-Program>

Receptionist: (916) 375-4940 Fax (916) 375-4650

#### **3.20.2.1. DVBE PARTICIPATION REQUIREMENT**

For the purposes of this solicitation, the DVBE Participation Requirement has been waived.

### **3.20.2.2. DVBE INCENTIVE (O)**

For Contract award evaluation purposes only, the State shall apply the incentive amount based on the amount of DVBE participation obtained above three percent (3%). The incentive is only given to those Bidders who are responsive to the DVBE program requirement and propose DVBE participation in the resulting Contract that exceeds three percent (3%) participation. If the Bidder is claiming a DVBE incentive, the Bidder must complete the BIDDER DECLARATION GSPD-05-105 form as Exhibit 5, DVBE DECLARATION (STD 843) for each DVBE as Exhibit 12, DVBE DECLARATION, and Exhibit 13: BIDDING PREFERENCES and Incentives, and submit with its Proposal Submission. If the Bidder is not using subcontractors, the Bidder is still required to complete Exhibit 5: BIDDER DECLARATION GSPD-05-105 form, answering the applicable questions on the form and submit with Proposal Submission. See Section 7, EVALUATION, for details on the amount and application of the incentive during proposal evaluation.

The GSPD-05-105 form and its completion instructions are available at:

<http://www.documents.dgs.ca.gov/pd/poliproc/master-biddeclar08-09.pdf>

### **3.20.3. SMALL BUSINESS PREFERENCE (O)**

§14835 et seq. of the California Government Code requires that a five percent (5%) preference be given to Bidders who qualify as a small business. The rules and regulations of this law, including the definition of a small business, or qualifying non-small business, are contained in Title 2, California Code of Regulations, §1896 et seq. The definition of nonprofit veteran service agencies qualifying as a small business is contained in §999.50 et seq. of the Military and Veterans Code (MVC). The Bidder must complete and submit Exhibit 13: BIDDING PREFERENCES AND INCENTIVES, and the BIDDER DECLARATION GSPD-05-105 form and submit as Exhibit 5: BIDDER DECLARATION GSPD-05-105, with Proposal Submission. If the Bidder is not using subcontractors, the Bidder must complete the Bidder Declaration GSPD-05-105 form answering the applicable questions on the form and submit it as Exhibit 5: BIDDER DECLARATION GSPD-05-105, with Proposal Submission. More information regarding the Small Business Preference may be found at:

<https://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Office-of-Small-Business-and-Disabled-Veteran-Business-Enterprise/Certification-Program>

### **3.20.4. NON-SMALL BUSINESS SUBCONTRACTOR PREFERENCE (O)**

A five percent (5%) proposal preference is available to Bidders who qualify as a non-small business claiming at least 25 percent (25%) California-certified small business subcontractor participation. If claiming the non-small business subcontractor preference, the Bidder's response must include a list of the small businesses with which the firm commits to subcontract in an amount of at least 25 percent (25%) of the net proposal price with one (1) or more

California-certified small businesses. Each listed certified small business must perform a "Commercially Useful Function" (CUF) in the performance of the Contract as defined in Government Code §14838(b)(1)(2).

Bidders claiming the five percent (5%) preference must commit to subcontract at least 25 percent (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 p.m. of the 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.

The preference to a non-small business firm that commits to small business or microbusiness subcontractor participation of 25 percent (25%) of its net proposal price shall be given five percent (5%) of the highest responsive, responsible firm's total score. A non-small business that qualifies for this preference, may not take an award away from a certified small business.

If claiming a small business preference or using small business subcontractors, the Bidder must complete the Exhibit 5, BIDDER DECLARATION GSPD-05-105 form and submit as Exhibit 5: BIDDER DECLARATION GSPD-05-105, and Exhibit 13: BIDDING PREFERENCES AND INCENTIVES and submit with Proposal Submission. If the Bidder is not using subcontractors, the Bidder must complete the Exhibit 5, BIDDER DECLARATION GSPD-05-105, answering the applicable questions on the form and submit as Exhibit 5: BIDDER DECLARATION GSPD-05-105 with Proposal Submission.

### **3.20.5. COMMERCIALLY USEFUL FUNCTION (M) IF APPLICABLE**

All certified small business, micro business, and/or DVBE Contractors, subcontractors or suppliers must meet the Commercially Useful Function (CUF) requirements under Government Code Section 14837 (for SB), Military and Veterans Code Section 999 (for DVBE), and Title II California Code of Regulations, Section 1896.4 and 1896.62.

A Contractor, subcontractor, or supplier will not be considered to perform a CUF 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.

The Bidder must complete Exhibit 14: CUF CERTIFICATION for each Small Business and/or DVBE (prime and/or subcontractor(s)). All Bidders and subcontractors identified in the proposal response to fulfill the requirements for one (1) or more of the socio-economic programs (DVBE and small business) must perform a CUF in the resulting Contract. CUF is defined pursuant to MVC §999(b)(5)(B) and Government Code §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 the Exhibit 5, BIDDER DECLARATION GSPD-05-105 form and submit as Exhibit 5: BIDDER DECLARATION GSPD-



05-105 with its Proposal Submission. If the Bidder is not using subcontractors, the Bidder must complete the Exhibit 5: BIDDER DECLARATION GSPD-05-105 form answering the applicable questions on the form, and submit it as Exhibit 5: BIDDER DECLARATION GSPD-05-105 and submit with Proposal Submission. The Exhibit 5: BIDDER DECLARATION GSPD-05-105 is available at:

[www.documents.dgs.ca.gov/pd/poliproc/MASTER-BidDeclar08-09.pdf](http://www.documents.dgs.ca.gov/pd/poliproc/MASTER-BidDeclar08-09.pdf).

Bidder(s) may be required to submit additional written clarifying information regarding CUF on Exhibit 14: CUF CERTIFICATION. Failure to submit the requested written information as specified may be the basis for rejection of the Bidder's Proposal Submission.

### **3.20.6. TARGET AREA CONTRACT PREFERENCE ACT (TACPA) (O)**

Target Area Contract Preference Act (TACPA) will be granted to California-based firms in accordance with Government Code §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, §1896.30 et seq.) regarding labor needed to produce the goods or provide the services being procured. The TACPA is optional on the part of the Bidder (not mandatory), is for proposal evaluation purposes only, and does not alter the amount of the awarded Contract.

Bidders wishing to take advantage of this preference will need to review the website below and submit the appropriate response forms as Exhibit 15: TACPA Preference Request Forms, with its Proposal Submission.

The required applications/forms are as follows:

- TACPA (Std. 830)
- Bidder's Summary of Contract Activities and Labor Hours (DGS/PD 525)
- Manufacturer Summary of Contract Activities and Labor Hours (DGS/PD 526).

<https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Request-a-Target-Area-Contract-Preference>

### **3.21. PRODUCTIVE USE REQUIREMENTS (M)**

The State reserves the right to hold the Contractor to productive use requirements, as applicable. In order to protect the State from being an experimentalist for new equipment and software having no record of proven consistent performance. The State will only accept proven technology products.

If applicable during the contract term, the proposed solution must include only equipment and off-the-shelf software that is currently supported by its manufacturer for at least the time

specified in Table 3-2, Productive Use Timeframes. 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 section do not apply to any portion of the custom software developed for the State or to modifications to custom software that was developed for the State under this Contract prior to proposed submittal and throughout Contract duration.

**3.21.1. CUSTOMER IN-USE**

The State reserves the right to hold the Bidder to Customer In-Use requirements, as applicable. The State may require that each equipment and software component proposed during the term of this Contract as part of an automated system adhere to the following:

- 1) Must have been installed and in productive use, in substantially the conformation proposal;
- 2) For a paying customer external to the Bidder's organization; and
- 3) For at least the number of months shown in Table 3-2: PRODUCTIVE USE TIMEFRAMES below and prior to Proposal Submission

**Table 3-2: Productive Use Timeframes**

Product	Project Cost	Proposal 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.	Less than \$10,000	1 month
	\$10,000 up to \$100,000	3 months
	More than \$100,000	6 months
Category 2 - All Information Technology Equipment and Non-critical Software. Information technology equipment is defined in SAM §4819.2.	Less than \$10,000	1 month
	\$10,000 up to \$100,000	3 months
	More than \$100,000	4 months

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 CDT STP, if no changes in logic, architecture or design are involved.

### **3.21.2. CUSTOMER REFERENCES FOR PRODUCTIVE USE REQUIREMENTS (M)**

The purpose of the customer reference requirement is to provide the State the ability to verify the claims made by the Bidder.

The Bidder, if requested by the State must provide a list of customers, at no cost to the State, who presently have the equipment and/or software installed and operating. If Customer In-Use, is used, the list must include at least one (1) customer meeting that requirement. However, at least one customer reference must be included for each type of machine and feature proposal that is subject to the requirements of that section (i.e., one customer having the specific Central Processing Unit).

The State has the option to request from the Bidder supporting evidence of compliance to the customer in-use requirements. Supporting evidence could include, but is not necessarily limited to, one or more of the following:

- 1) Customer purchase order or Contract showing installation dates for subject equipment or software;
- 2) Acceptance document containing verification of installation by a paying customer;
- 3) Customer invoice for subject equipment or software;
- 4) Shipping invoice or bill of lading;
- 5) Dated maintenance records;
- 6) Sworn notarized statement from an officer of the bidding firm and/or a paying customer;
- 7) State visit to the site of a paying customer.

The State will not consider exceptions to productive use requirements for this solicitation.

### **3.22. HARDWARE/EQUIPMENT (M)**

All equipment must be new and the latest model in current production. Used, shopworn, refurbished, demonstrator, prototype, or discontinued models are not acceptable.

### **3.23. PUBLIC WORKS REQUIREMENTS (M) (WHEN APPLICABLE)**

(APPLICABLE FOR INSTALLATIONS ONLY)

~~Proposals that require the Contractor to perform site modifications, wire or cable installation, alteration or improvement to building, modification to fire wall to complete wiring requirements, etc. must include the following Public Works Requirements (applicable to installation) language and corresponding exhibits in the solicitation document.~~

In accordance with the provisions of §1773 of the California Labor Code, the Contractor shall conform to prevailing rate of wages, including employer benefits as defined in §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.

Pursuant to §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.

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 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. See following link for form and information:

<http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std807.pdf>

The Bidder must submit with Proposal Submission a list of proposed subcontractors or indicate whether or not any are going to be used on Exhibit 24: LIST OF PROPOSED SUBCONTRACTORS. The State reserves the right to approve or object to the use of proposed subcontractors on the list.

The Bidder must certify that it is aware of the provisions of §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 that it will comply with such provisions before commencing with the performance of work of this Contract. A Workers' Compensation Certification, Exhibit 7, EVALUATION, must be completed and submitted with an original signature with the Bidder's Proposal Submission.

### **3.24. LAWS TO BE OBSERVED**

#### **3.24.1. LABOR**

Pursuant to §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 two hundred dollars (\$200) 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 §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 (8) hours a day and forty (40) 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 (8) hours in any calendar day or more than forty (40) hours in any calendar week, in violation of §1810-§1815 of the California Labor Code, inclusive.

### **3.24.2. 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 §1773.8.

### **3.24.3. APPRENTICES**

Special attention is directed to §1777.5, §1777.6, and §1777.7 of the California Labor Code and Title 8, California Code of Regulations §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 ensure 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.

### **3.24.4. 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 §1776 of the California Labor Code.

### **3.25. CONTRACTOR'S LICENSE (M)**

The Bidder shall obtain, at their own expense, all license(s) and permit(s) required by law for accomplishing any work required in connection with this Contract. At a minimum, a California C-7 license is required prior to commencement of work which may include the installation of cable and wiring and electrical modification. Contractors or subcontractors performing cable and/or wiring installation work or structural modifications are required to have the appropriate State contractor's license. The license must be in the name of the company or the name of the "qualifying individual" of the company. It is the Contractor's responsibility to ensure that the Contractor and/or Subcontractor maintain a current CA C-7 license during the term of the Contract and may be verified by the State at any time. The Contractor may not perform any work at or with a PSAP without valid license.

#### **4. PROPOSALS REQUIREMENTS**

Section 4 contains the mandatory qualifications, requirements pertaining to the required services that must be met in order to be considered responsive and responsible to this solicitation. In addition to meeting these requirements, the Bidder must adhere to Exhibit A: STATEMENT OF WORK of this solicitation.

Unless designated otherwise, all of the requirements in this section are mandatory. The documents that must be submitted with the Bidder's Proposal Submission are noted as Mandatory "(M)" and Mandatory Scored "(MS)".

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 solicitation.

The Bidder qualifications and solution requirements listed in this section are denoted as follows:

- 1) (M) Sections labeled as "Mandatory" or "M" require a bidder response. To be considered responsive and responsible to these requirements, all requirements identified as (M) must be responded to.
- 2) (MS) Sections labeled as "Mandatory Scored" or "MS" require bidder response. To be considered responsive and responsible to these requirements, all requirements identified as (MS) must be responded to. The State's evaluation team will review responses to (MS) requirements and apply points, if applicable, per criteria stated in Section 7, EVALUATION.

#### **4.1. QUALIFICATION REQUIREMENTS**

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

The Bidder must meet the minimum Bidder Qualification Requirements. Failure to meet any of the minimum requirements shall result in a proposal being deemed non-responsive and therefore disqualified.

##### **4.1.1. BIDDER QUALIFICATIONS (M)**

The Bidder must complete and submit as part of the proposal response, Exhibit 18.1: BIDDER QUALIFICATION FORM, to confirm that the Bidder's experience meets all the minimum requirements identified in Exhibit 18: BIDDER QUALIFICATION FORM - INSTRUCTIONS. It is incumbent upon the Bidder to provide enough detail in Proposal Submission for the state to evaluate the Bidder's ability to meet the requirements and perform the services as described in this solicitation.

The Bidder must provide information for a minimum of two (2) projects. A separate Exhibit 18.1: BIDDER QUALIFICATION FORM must be submitted for every project used to meet the minimum required experience. Any given project may meet multiple requirements, but not more than two (2) projects may be used to meet a single requirement.

Experience must have occurred within five (5) years prior to the solicitation release date for all projects and must have been completed in the United States of America or must have followed standards similar to the NENA i3 Call Flow per Figure 1 in NENA-STA-010.2-2016, NENA Detailed Functional and Interface Standards for the NENA i3 Solution.

#### **4.1.2. BIDDER REFERENCES (M)**

The Bidder must complete and submit as part of Proposal Submission, Exhibit 18.2: BIDDER REFERENCE FORM, for each of the projects cited on the corresponding Exhibit 18.1: BIDDER QUALIFICATION FORM.

The purpose of the Bidder reference requirement is to provide the State the ability to assess the Bidder's experience in providing similar or relevant services to other organizations through a satisfaction rating provided by the Bidder's previous project clients. 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 solicitation.

Exhibit 18.2: BIDDER REFERENCE FORM, must be completed in its entirety, signed, and dated by a reference that perform a management or supervisory role that can attest and validate its performance for the referenced project to be considered responsive. The Exhibit 18.2: BIDDER REFERENCE FORM must be included in the submission with Proposal Submission. Photocopies may 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.

References may be contacted by the State to validate submitted responses based on customer satisfaction in accordance with Section 7, EVALUATION. References must be external to a Bidder's organization and corporate structure.

If the reference is not allowed either legally or by company/organization policy to sign the reference form, the reference must type in its 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 either the Bidder 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 and/or staff experience using the information provided in the Bidder and/or staff reference forms, as applicable.

## 4.2. SOLUTION REQUIREMENTS

This section discusses the detailed technical requirements as defined in Exhibit 21, PRIME TECHNICAL REQUIREMENTS and Exhibit 23, REGION TECHNICAL REQUIREMENTS, pertaining to the proposed services that must be met in order to be considered responsive and responsible to this solicitation. In addition to meeting these requirements, the Bidder must adhere to Exhibit A: STATEMENT OF WORK of this solicitation.

### 4.2.1. TECHNICAL REQUIREMENTS (M)

The Bidder must complete the following exhibits and include each exhibit in its Proposal in accordance with Section 4, PROPOSAL REQUIREMENTS and Section 6, PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS.

The Bidder must complete and submit as part of its Proposal, Exhibit 21: PRIME TECHNICAL REQUIREMENTS to be considered for the PNSP and Exhibit 23: REGION TECHNICAL REQUIREMENTS to be considered for a RNSP. The Bidder must indicate compliance and confirmation to each of the requirements by marking only "Yes" or "No", with no qualifying statements in the column labeled "Bidder Agrees to meet the Requirement Yes/No". It is incumbent on the Bidder to provide enough detail in the narrative response for Exhibit 21.0 for the PNSP and Exhibit 23.0 for a RNSP for the State to evaluate the Bidder's ability to meet the requirement.

The Bidder is reminded that in order to be considered responsive and responsible to the requirement, the Bidder must provide enough detail in Proposal in order for the State to evaluate the Bidder's ability to meet the requirement. Refer to Section 7, EVALUATION, for details on how the requirement will be scored as part of the overall evaluation.

### 4.2.2. NARRATIVE RESPONSE REQUIREMENTS (MS)

The Bidder must provide a written narrative for the requirements noted in Exhibit 21.0 for the PNSP and Exhibit 23.0 for a RNSP and include with its Proposal Submission in accordance with Section 6, PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS. The narrative will be scored based on the evaluation criteria identified in Section 7, EVALUATION.

## 5. COST

Cost associated with this RFP will be based on Bidder's Tariff Submission filed with the CPUC. All NG9-1-1 services shall be ordered from the Bidder's approved tariffs and the tariff services and costs must align with this RFP. **All tariffs filed must be inclusive of all services, licenses, equipment, taxes, fees, surcharges, and any other related costs identified in this RFP.** Any cost elements not specifically identified after contract award as necessary to meet the requirements in the RFP will be at no additional cost to the State, OSPs, other NG 9-1-1 Service Providers, any PSAPs or any other entity.



Cost is a primary evaluation criterion weighted at 30% of the total (1,500) points for the PNSP and for each RNSP. Evaluation in this category will be based on the lowest total estimated net cost as calculated according to the methodology in this section and Section 7, EVALUATION. All costs submitted for this RFP must match tariff pricing filed with the CPUC.

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 proposals or use of alternative pricing structures or different formats than the one requested, may result in the rejection of their proposals.

**Important Note:** It is imperative that no cost information is included in the body of the proposal. Cost information shall only be submitted in the Bidder's Response, Volume 2, Cost and Draft Plans in accordance with Section 6, PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS.

### 5.1. COST WORKBOOK (M)

NG PNSP services and costs included in the Exhibit 22, COST WORKBOOK, are those that the Bidder must provide for the term of the contract as identified in the Exhibit A: STATEMENT OF WORK, of ten (10) years, *which includes all costs for optional years as referenced in Section 1.3 TERM OF CONTRACT.* All Bidders must provide individual prices as indicated in the cost worksheets and submit with the Bidder's proposal. **Items submitted with no price will be considered as offered at no cost.**

Tab 1, Cover

Tab 2, Instructions

Tab 3, Cost Worksheet #1: NG Prime Cost Summary

Tab 4, Cost Worksheet #2: NG Prime Trunk Costs

Tab 5, Cost Worksheet #3: NG Prime Aggregation Costs

Tab 6, Cost Worksheet #4: NG Prime Costs

Tab 7, Cost Worksheet #5: NG Prime Text Costs

Tab 8, Cost Worksheet #6: NG Prime Labor Costs

Tab 9, Cost Worksheet #1: NG Region Cost Summary

Tab 10, Cost Worksheet #2: NG Region Trunk Costs

Tab 11, Cost Worksheet #3: NG Region Aggregation Costs

Tab 12, Cost Worksheet #4: NG Region Costs

Tab 13, Cost Worksheet #5: NG Region Labor Costs

## 5.2. COST WORKBOOK INSTRUCTIONS

The Cost Workbook includes multiple Cost Worksheets that must be completed by the Bidder and submitted with its Cost Proposal to be considered responsive. The Cost Worksheets list all cost items required to implement, maintain and operate the proposed services. The individual Cost Worksheets represent the same tariffed line items. No line item costs may exceed the Bidder's tariffed approved pricing.

The Cost Worksheets contain a "Not to Exceed" amount that has been calculated based on industry research for similar services. Bidders may submit pricing that is below the not to exceed amount, but any pricing submitted that exceeds this amount will be considered non-compliant.

The quantities provided in the worksheets are for evaluation purposes only and should not be used as an indication of future orders. There is no obligation on Cal OES' part to utilize the entire amount in the Cost Worksheets or the entire quantities provided in the worksheets.

The Bidder must include all completed Cost Worksheets sealed within their Volume 2 Proposal along with a copy of their approved CPCN and approved tariffed rates for each line item.

Bidders are required to complete all of the Cost Worksheets, even if there are no costs for the item indicated on the worksheets. In these instances, the Bidder must indicate the cost as a zero (\$0). In addition, 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 must not be modified. If the Cost Worksheet is modified or cells are left blank, the State may reject the proposal. The Cost Worksheets must be filled out completely or the proposal may be rejected. Exhibit 22, COST WORKBOOK, Instructions tab contains additional instructions.

The State has populated some of the cells with formulas; however, it is the responsibility of the Bidder to ensure worksheets and calculations are correct and accurate. The State will not assume responsibility for any cost figures that do not calculate properly.

The State expects that during the Contract period, legislative and/or program changes may necessitate modifications to the system and/or software. Modifications may result in unanticipated tasks and be structured based on the Bidder's hourly labor rates identified on Cost Worksheet #6. These rates will be used to support change requests and/or modifications to the Contract and shall be within industry standards so the State can validate fair and reasonable. Bidders shall provide the hourly rates for each of the labor classifications provided in Exhibit 22, COST WORKBOOK. If the State exercises its option(s) to extend the Contract term, each extension will be at the rates provided in Exhibit 22, COST WORKBOOK.

Unanticipated tasks is additional work that must be performed and is within scope, but was not identified in the State's solicitation document or SOW. Both the State and the contractor must

agree upon the work that needs to be performed which will result in unanticipated costs through the Work Order Authorization (WOA) process. No work can be performed in advance of State's agreement of unanticipated tasks. The Contract resulting from the RFP may be written for up to an additional 10% of the proposal price for Unanticipated Tasks. If added, these funds will be used at the State's discretion and there is no guarantee to the Contractor that any or all of these funds will be utilized.

### **5.3. PROJECT PAYMENT TERMS**

Project payment shall be determined on NG 9-1-1 Services, testing, and system acceptance by the CA 9-1-1 Branch. Upon system acceptance, the CA 9-1-1 Branch will complete the SOW ATTACHMENT 8 – PROJECT MILESTONE REPORT to authorize payment for all Non-Recurring Charges (NRC) and Monthly Recurring Charges (MRC) on services that have been installed, tested and validated. Services will be paid in arrears. The Contractor shall issue invoices to CA 9-1-1 Branch for the milestone services after system testing and acceptance, as agreed by CA 9-1-1 Branch. The NRC and the MRC shall be on separate invoices. For additional payment details as defined in Exhibit A: STATEMENT OF WORK, Section 36: BUDGET DETAIL AND PAYMENT PROVISIONS.

### **5.4. 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 California Department of Tax and Fee Administration 1502 (f) (1) (D).

## **6. PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS**

These instructions identify the mandatory proposal format and the approach for the development and presentation of proposals. The format instructions must be followed, all requirements and questions in the solicitation must be completed and all requested data must be supplied. The Bidder shall carefully examine the solicitation and be satisfied with the compliance conditions prior to submitting a proposal.

It is important that all proposals be submitted in sealed envelopes/containers and clearly marked or they may be rejected. Proposal submittals must be in the number of copies indicated in Section 6.5, FORMATTING.

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

### **6.1. PREPARATION**

Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this solicitation document. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the solicitation document instructions, responsiveness to the solicitation document requirements, and completeness and clarity of content. Proposals shall not include any marketing information and shall focus on how the Bidder will satisfy the requirements of this solicitation.

### **6.2. COMPLETION OF PROPOSALS**

Proposals must be complete in all respects as required by this section. A Proposal Submission may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The Proposal Submission must contain all requirement as stated in the RFP.

### **6.3. DATE, TIME, AND ADDRESS OF SUBMITTALS**

Mail or deliver proposals to the Procurement Official listed in Section 2.2.1: PROCUREMENT OFFICIAL. If mailed, it is recommended 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.

Proposals must be received no later than the date and time specified in Section 2.3, KEY ACTION DATES. A proposal not received by the date and time specified in Section 2.3, KEY ACTION DATES, shall be rejected.

### **6.4. PACKAGING AND LABELING**

The Bidder should provide all of its proposal documents at the same time within the same package (box or boxes). The overall package must be sealed and labeled as follows:

- 1) The Bidder's name and address;
- 2) The solicitation number RFP 6026-2018;
- 3) Identification of the submittal as RFP 6026-2018 Proposal;
- 4) Box "# of ##", if more than one (1) box is required for the entire submission.

#### **EACH BINDER MUST BE PLAINLY MARKED WITH:**

- 1) The Bidder's name;
- 2) The solicitation number RFP 6026-2018;
- 3) The Volume number and title as appropriate:

- a) Volume 1: RESPONSE TO ADMINISTRATIVE REQUIREMENTS AND PROPOSAL REQUIREMENTS;
- b) Volume 2: COST and Draft Plans (per Section 2.3, KEY ACTION DATE).

Volume 2, Cost and Draft Plans must be in its own sealed package (or envelope) that is separate from Volume 1 per Section 2.3, **KEY ACTION DATE**. If cost information is not submitted in its own separately sealed package (or envelope) the proposal may be rejected.

### 6.5. FORMATTING

It is the Bidder's responsibility to ensure its proposal is submitted in a manner that enables the State to easily locate all response descriptions and exhibits for each requirement of this solicitation. Page numbers should be located in the same page position throughout the proposal. 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 proposal should be tabbed to identify the volume and section.

Proposals must be submitted in printed format (hard copy), and also in electronic file format.

- 1) All hard copies 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 Proposal:
  - a) RFP 6026-2018;
  - b) Name of Bidder;
  - c) Volume number;
  - d) Exhibit Number;
  - e) Page number (Page # of ##).
- 3) Soft copies of the proposals must be in Microsoft Word 2010 and Excel 2010 as appropriate, or compatible, except electronic files of drawings must be compatible with Microsoft Visio 2010.
- 4) Each volume submitted must be provided in the following number of copies:
  - a) One (1) printed copy marked Master. The Master Copy must contain original signatures and initials wherever a signature or initials are required;
  - b) Three (3) printed copies of Original and labeled as 'Copy';
  - c) CDT is unable to accept/utilize flash drives due to security policy. Bidders should utilize a tool such as ShareFile, DropBox, or comparable for the Procurement Official to access electronic copies of the vendors proposal. This link must be

emailed to the Procurement Official by the Final Proposal submission date and time. It is the bidder's responsibility to confirm receipt with the Procurement Official.;

d) If discrepancies exist between two (2) or more copies of the proposal, the proposal may be rejected. However, if not rejected, the Master Copy will provide the basis for resolving such discrepancies.

5) All hard copy submittals should use clearly marked tabs, page numbers and table of contents for effective access to the Bidder's material. Similarly, soft copies should be organized into appropriate files and folders designed for easy access.

As stated in Section 2.5.5, CONFIDENTIALITY, the Bidder should be aware that marking the Proposal Submission "confidential" or "proprietary" may exclude it from consideration for award.

#### **6.6. FINAL PROPOSAL FORMAT AND CONTENT**

Each volume of the proposal 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:

##### **6.6.1. VOLUME 1: RESPONSE TO ADMINISTRATIVE REQUIREMENTS AND PROPOSALS REQUIREMENTS**

- 1) Table of Contents;
- 2) This section must contain a Table of Contents. All parts of the proposal, including forms, must be identified by volume and page number. The Table of Contents must identify all figures, charts, graphs, etc.;
- 3) Required solicitation exhibits, in the following order:
  - a) Exhibit 4: RESPONSE TO ADMINISTRATIVE REQUIREMENTS;
  - b) Exhibit 5: GSPD 05-105BIDDER DECLARATION;
  - c) Exhibit 6: SECRETARY OF STATE CERTIFICATION;
  - d) Exhibit 7: WORKERS' COMPENSATION CERTIFICATION;
  - e) Exhibit 8: COVER LETTER FORM;
  - f) Exhibit 9: PAYEE DATA RECORD;
  - g) Exhibit 10: IRAN CONTRACTING ACT OF 2010;
  - h) Exhibit 11: CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION;
  - i) Exhibit 12: DVBE DECLARATIONS;

- j) Exhibit 13: BIDDING PREFERENCES AND INCENTIVES;
- k) Exhibit 14: COMMERCIALY USEFUL FUNCTION CERTIFICATION;
- l) Exhibit 16: RESPONSIBILITY CERTIFICATION;
- m) Exhibit 17: CONTRACTOR'S LICENSE INFORMATION (If applicable);
- n) Exhibit 19: BOND AND OTHER SECURITY DOCUMENTS;
- o) Exhibit 24: LIST OF PROPOSED SUBCONTRACTORS;
- p) Exhibit 25: SELLER'S PERMIT CERTIFICATION;

**PREFERENCE/INCENTIVE EXHIBITS (REQUIRED ONLY AS INDICATED)**

- q) Exhibit 15: STD 830 TACPA PREFERENCE REQUEST (required if claiming TACPA preference);

**RESPONSE TO QUALIFICATION REQUIREMENTS, SOLUTION REQUIREMENTS, AND THE REQUIRED EXHIBITS, IN THE FOLLOWING ORDER:**

- r) Exhibit 18.1: BIDDER QUALIFICATIONS FORM
- s) Exhibit 18.2: BIDDER REFERENCE FORM(S);
- t) Exhibit 21: TECHNICAL REQUIREMENTS - PRIME;
- u) Exhibit 23: TECHNICAL REQUIREMENTS – REGION;
- ~~u/v)~~ Exhibit 27: SOW Plan Outlines.

**6.6.2. VOLUME 2: COST AND DRAFT PLANS**

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

Exhibit 22: COST WORKBOOK and Exhibit 28: SOW Draft Plans by the Key Action Date identified in RFP Section 2.3.

**7. EVALUATION**

This section presents the evaluation process and scoring procedures the State will follow when evaluating proposals submitted in response to this solicitation. The evaluation process is multi-step, comprised of a thorough review of each Bidder's proposal response to determine that it is responsive and responsible, and provides a value effective solution to the State. The value effective proposal is the proposal that meets all requirements set forth in this solicitation and any State identified negotiated items.

After the State has evaluated Final Proposals and determined which bidders are eligible for an invitation to negotiate, the State will enter into negotiations with those invited bidders. Negotiated items will be determined by the State and will be included in the invitation to

negotiate with each bidder. During negotiations all deviations from RFP requirements must be resolved to the State's satisfaction, in addition to agreement on any other negotiated items.

Upon conclusion of negotiations, the State may request a bidder provide a Best and Final Offer (BAFO) to revise any negotiated items or deviations from their Final Proposal.

The State will evaluate all BAFO submissions for compliance with RFP requirements and negotiated items, and to determine which BAFO provides a value effective solution to the State. The contract for PNSP will be awarded to the value effective BAFO. The contracts for RNSPs will be awarded based on the value effective solution for each respective region.

The CA 9-1-1 Branch has developed an average sized region (see SOW Attachment #3 – PSAP List, Table 2: Average Region Overview) that will be used for all evaluation purposes, regardless of the size of the region awarded. The costs associated with the average sized region is in Exhibit #22 – COST WORKBOOK.

The State reserves the right to modify or cancel this procurement in its entirety or in part at any time.

The Bidder is required to thoroughly review the solicitation to ensure that its proposal and its proposal responses are fully compliant with the solicitation requirements.

A deviation of any mandatory requirement (other than the non-negotiable items identified in Section 2.7, Negotiations) must be resolved to the State's satisfaction during negotiations and corrected in the bidder's BAFO.

### **7.1. EVALUATION TEAM**

This procurement is being conducted under the guidance of a Procurement Official from CDT STP (refer to Section 2.2.1, PROCUREMENT OFFICIAL). The Procurement Official will serve as the Bidder's point of contact for questions and clarification, and will identify the rules governing this procurement.

The State will establish an evaluation team consisting of Cal OES team and with Stakeholders, as necessary in partnership with CDT. The State's Procurement Official will provide guidance to the evaluation team and provide oversight of the evaluation process. The State may engage additional qualified individuals or subject matter experts (SME's) during the evaluation process to assist the State 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 and will serve solely in an advisory capacity.



## **7.2. EVALUATION STEPS**

### **7.2.1. EVALUATION OF REQUIRED INFORMATION AND REQUIREMENTS**

Proposals must be complete and meet all format and submission requirements as identified in Section 6, PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS. A Proposal Submission may be rejected if it is conditional or incomplete, contradicts the requirements, contains any alterations of form, or contains other irregularities of any kind, including alterations to any terms and conditions.

A deviation of any mandatory requirement (other than the non-negotiable requirements identified in Section 2.7, Negotiations) must be resolved to the State's satisfaction during negotiations and corrected in the bidder's BAFO.

### **7.2.2. RECEIPT AND PRELIMINARY REVIEW**

All proposals received by the time and date specified in Section 2.3, KEY ACTION DATES, will be acknowledged as having been received on time. Each proposal will be date- and time-marked as it is received, and verified that all it was submitted under an appropriate cover, sealed, and properly identified.

Proposals will remain sealed until the designated time identified in Proposal Submission.

The Procurement Official will check all proposals for the proper identification and to ensure that required information conforms to the proposal format and submission requirements of Section 6, PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS.

### **7.2.3. MANDATORY REQUIREMENTS EVALUATION**

The State will review each proposal to determine its compliance with all of the requirements set forth in Section 3, ADMINISTRATIVE REQUIREMENTS, and Section 4, PROPOSAL REQUIREMENTS.

The evaluation team will evaluate and score each submitted proposal by consensus for compliance with the requirements designated in Section 3 and Section 4.

### **7.2.4. VALIDATION AGAINST REQUIREMENTS**

The State will check each proposal in detail to determine its compliance with the solicitation requirements. The State reserves the right to use multiple means to validate and determine the Bidder's response to a requirement. This may be through details in its description and/or supporting documentation provided or material that is publicly available, that may either support or contradict the Bidder's claim of intended compliance.

During the proposal evaluation, the State may request that the Bidder clarify any area of the proposal that the State determines to be unclear. This request for clarification will not be an

opportunity for the Bidder to substantially change its proposal, however, the clarification provided by the bidder will replace the proposal section identified in the State's request for clarification.

**7.3. FINAL PROPOSAL EVALUATION**

This section outlines how the State will evaluate a Proposal Submission and award points in a manner that preserves the integrity of the competitive procurement process.

Proposals will be evaluated according to the procedures contained in this solicitation section.

There is a total of 1,500 points available in the evaluation with 70% of the points assigned to Technical Requirements and 30% of the points assigned to Cost. All point calculations will be rounded to two (2) decimal places (the nearest hundredth). Bidders that have a deviation will be required to resolve the deviation in negotiations. The distribution and allocation of maximum points possible for each proposal element is provided in Table 7-1: Scoring and Point Distribution, which identifies each evaluation component, the scoring methodology, and the maximum points available for scored components.

**Table 7-1: Scoring and Point Distribution**

<b>Scoring Type: Mandatory (M)</b>		
<b>Evaluation Criteria</b>	<b>Evaluation Outcome</b>	<b>Score</b>
Does the Bidder agree to comply with each requirement as defined in Administrative (Exhibit 4) and Technical (Exhibit 21).	All responses must be marked "Yes" to Pass	Pass/Fail
<b>Scoring Type: Mandatory Scored (MS) Narrative Responses</b>		
<b>Evaluation Criteria</b>	<b>Evaluation Outcome</b>	<b>Score</b>
<ul style="list-style-type: none"> <li>• Response and supporting information:</li> <li>• Demonstrates in the Bidder's own words a thorough, detailed, and comprehensive understanding of the requirement.</li> <li>• Demonstrates the ability and intent to meet or <u>exceed</u> the requirement in full.</li> <li>• Provides evidence of proven ability to meet or <u>exceed</u> the requirement or detailed plans or methodology that further demonstrates how the requirement will be optimally met or exceeded.</li> <li>• Provides an approach that is fully achievable, applies best practices, is clearly and concisely presented, and is</li> </ul>	Exceeds (E)	100% of the max points available for that Req. Number

<p>logically organized and well-integrated.</p>		
<ul style="list-style-type: none"> <li>• Response and supporting information:</li> <li>• Demonstrates in the Bidder's own words a comprehensive understanding of the requirement.</li> <li>• Demonstrates the ability and intent to meet the requirement in full.</li> <li>• Provides some evidence of proven ability to meet the requirement or detailed plans or methodology that further demonstrates how the requirement will be met.</li> <li>• Provides an approach that is mostly achievable, suitable, acceptably presented, sufficiently organized and integrated.</li> </ul>	<p>Good (G)</p>	<p>75% of the max points available for that Req. Number</p>
<ul style="list-style-type: none"> <li>• Response and supporting information:</li> <li>• Simply repeats or paraphrases the requirement.</li> <li>• Meets or partially meets the RFP requirement without supporting description or literature.</li> <li>• Does not demonstrate that the Bidder fully understands the requirement.</li> <li>• Provides an approach that is not fully achievable, somewhat suitable, less than acceptably presented, somewhat unorganized, and partially integrated.</li> </ul>	<p>Marginal (M)</p>	<p>50% of the max points available for that Req. Number</p>
<ul style="list-style-type: none"> <li>• Response is not relevant; or</li> <li>• Response does not demonstrate an understanding of, or inaccurately interpreted the requirement; or</li> <li>• The approach is not achievable; or</li> <li>• The Bidder failed to provide narrative to support the requirement; or</li> <li>• The Bidder provided a narrative that counters or softens the "Yes" response to a mandatory requirement with a statement that "intends" to support the mandatory requirement.</li> </ul>	<p>Unacceptable (U)</p>	<p>0%</p>
<p><b>Maximum Possible Scores for Each Evaluation Area</b></p>		
<p><b>TOPIC</b></p>	<p><b>MAXIMUM SCORE</b></p>	

<b>Exhibit 4, Administrative Requirements</b>	Pass / Fail
<b>Exhibit 21, PRIME Technical Requirements</b>	Pass / Fail
<b>Exhibit 23, REGION Technical Requirements</b>	Pass / Fail
<b>Bidder Qualification and References Form</b>	Pass / Fail
<b><u>Exhibit 27: SOW Plan Outlines</u></b>	<u>Pass / Fail</u>
<b>PRIME Technical Requirements Evaluation</b>	
For Mandatory Scored (MS) and Narrative Responses see above (MS) scoring table	
<b>Interface, Compatibility, and Interoperability - PRIME</b>	300.00
<b>NG Statewide 9-1-1 GIS - PRIME</b>	200.00
<b>System Monitoring - PRIME</b>	200.00
<b>Aggregation - PRIME</b>	200.00
<b>NG Core Services - PRIME</b>	50.00
<b>NG Text to 9-1-1- PRIME</b>	50.00
<b>NG Alert and Warnings</b>	50

Maximum Total Score (Points)	1050
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<b>Cost Evaluation</b>	
<b>Total Points Available</b>	450
Evaluation formula:	See table below

<b>REGION Technical Requirements Evaluation</b>	
For Mandatory Scored (MS) and Narrative Responses see above (MS) scoring table	
<b>Interface, Compatibility, and Interoperability - REGION</b>	300.00
<b>NG Statewide 9-1-1 GIS - REGION</b>	250.00
<b>System Monitoring - REGION</b>	200.00
<b>Aggregation - REGION</b>	200.00
<b>NG Core Services - REGION</b>	100.00
Maximum Total Score (Points)	1050

<b>Cost Evaluation</b>	
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<b>Total Points Available</b>	450
Evaluation formula:	See table below

**Table 7-2: Cost Evaluation Methodology**

The Proposals will be evaluated using 1050 possible points for the technical evaluation and 450 points for the cost evaluation. The technical points will be assigned based on Section 7. The Cost points will be awarded based on the Best Value Factor. The Best Value Factor is calculated by assigning a weighting factor that is proportionate to the number of technical points received in order to ensure that Cost aligns with the Technical requirements. This Best Value Score will be calculated by multiplying the Best Value Factor times the Lowest Cost Bid divided by the Cost Bid. Please refer to the table for detailed formulas.

A	B	C	D	E	F	G	H			
2	Variable Name	Description	Example 1 Bidder 1	Example 2 Bidder 2	Example 3 Bidder 3	Example 4 Bidder 4	Example 5 Bidder 5			
3	Technical Points	Maximum technical points	1050	1050	1050	1050	1050	980	\$24,600,000	Bidder 1
4	Technical Points	Technical points received by bidder	980	900	800	750	945	900	\$18,000,000	Bidder 2
5	Cost Points	Maximum Cost Points	450	450	450	450	450	800	\$20,500,000	Bidder 3
6	Cost Bid	Cost bid by the bidder	\$24,600,000	\$18,000,000	\$20,500,000	\$20,000,000	\$21,000,000	750	\$20,000,000	Bidder 4
7	Lowest Cost Bid	Cost price of all bids	\$18,000,000	\$18,000,000	\$18,000,000	\$18,000,000	\$18,000,000	945	\$21,000,000	Bidder 5
8	Best Value Ratio	Normalized score based on technical proposal (=D4/D3)	0.93	0.86	0.76	0.71	0.90			
9	Best Value Factor	Normalized score for Cost proposal (= D8*D5)	420.00	385.71	342.86	321.43	405.00			
10	Best Value Score	Cost Value in terms of Best Value (=D9*(D7/D6))	307.32	385.71	301.05	289.29	347.14			
11	NEW SCORE	Total points earned (=D10+D4)	1287.32	1285.71	1101.05	1039.29	1292.14			
12	Bidder Rank		2	3	4	5	1			

**7.3.1.1. ERRORS IN THE PROPOSAL SUBMISSION**

An error in the Proposal Submission may cause the rejection of that proposal; however, the State may at its sole option retain the proposal and make certain corrections. In determining if a correction will be made, the State will consider the conformance of the proposal to the format and content required by the solicitation, and any unusual complexity of the format and content required by the solicitation.

- 1) If the Bidder's intent is clearly established based on review of the complete Proposal Submission submittal, the State may at its sole option correct an error based on that established intent;
- 2) The State may, at its sole option, correct obvious clerical errors;
- 3) The State may, at its sole option, correct discrepancy and arithmetic errors on the basis that, if intent is not clearly established by the complete proposal submittal, the master copy shall have priority over additional copies, the proposal narrative shall have priority over the Contract.

Within each of these, the lowest level of detail will prevail. If necessary, the extensions and summary costs will be recomputed accordingly, even if the lowest level of detail is obviously misstated.

The State may, at its sole option, correct errors of omission. In the following four (4) situations, the State will take the indicated actions if the Bidder's intent is not clearly established by the complete proposal submittal:

- a) If an item is described in the narrative but omitted from the Contract and cost data provided in the proposal for evaluation purposes, it will be interpreted to mean that the item will be provided by the Bidder at no cost, as applicable;
  - b) If a minor item is not mentioned at all in the Proposal Submission and is essential to satisfactory performance, the proposal will be interpreted to mean that the item will be provided at no cost, as applicable;
  - c) If a major item is not mentioned at all in the Proposal Submission, the proposal will be interpreted to mean that the Bidder does not intend to supply that item;
  - d) If a major item is omitted, and the omission is not discovered until after Contract award, the Bidder shall be required to supply that item at no cost. The determination of whether an item is minor or major is the responsibility of the State;
- 4) If a Bidder does not follow the instructions for computing costs not related to the Contract, if any, (e.g., State personnel costs), the State may reject the proposal, or at its sole option, re-compute such costs based on instructions contained in the solicitation, as applicable;
  - 5) If the re-computations or interpretations, as applied in accordance with this section, result in significant changes in the cost described 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 proposal, as applicable;
  - 6) It is absolutely essential that the Bidder carefully review the cost elements in Proposal Submission, since they will not have the option to correct errors after the time for submittal of the Proposal Submissions;
  - 7) The State may request clarification of items in the Bidder's proposal 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;
  - 8) At the State's sole discretion, it may declare all Final Proposals to be Draft Proposals. Bidders may not protest the State's determination of all Final Proposals being declared Draft Proposals. If all proposals are declared to be Draft Proposals, the State may issue an addendum to this RFP. Should this occur, confidential discussions may be held with Bidders who are interested in continuing to be considered. Each Bidder will be notified of the due date for the submission of a new Final Proposal to the State. This submission must conform

to the requirements of the original RFP as modified by any addenda. The new Final Proposals will be evaluated as required by Section 7.

### **7.3.1.2. ADMINISTRATIVE REQUIREMENTS EVALUATION**

All Section 3, ADMINISTRATIVE REQUIREMENTS labeled with (M) are mandatory, with the exception of those labeled with (O) which are optional, in Section 3: ADMINISTRATIVE REQUIREMENTS and Bidders are not required to respond. Review of the proposals will begin with ensuring that the Bidder has responded to Section 3, ADMINISTRATIVE REQUIREMENTS that require proposal submittal documents.

Only proposals that pass the evaluation of the mandatory Section 3, ADMINISTRATIVE REQUIREMENTS will proceed to proposal requirement evaluations.

### **7.3.1.3. QUALIFICATION REQUIREMENTS EVALUATION**

The evaluation team will consider all information in the Bidder's proposal to evaluate the Bidder Qualifications. Narrative descriptions on the Bidder Qualification forms must be clear and apply directly to the solicitation requirements. Narrative descriptions may be used to validate other information provided on any form. Any conflicting information will be noted as a deviation and must be resolved to State's satisfaction in negotiations and corrected in the bidder's BAFO.

The State will evaluate Bidder qualifications using the information contained in the completed Exhibit 18.1: BIDDER QUALIFICATION FORM. Reference contacts provided may be contracted to verify Bidder information and claimed experience.

To aid the State in evaluating Bidder qualifications, the Bidder should use a MM/DD/YYYY format when indicating project start and end dates. If a Bidder submits a proposal in any other date format, the State will count only the whole months or years between the start and end dates. For example, Bidder "A" cites start and end dates for a project as 6/2011 to 12/2011. The Bidder or staff member would only be credited with five (5) months of experience.

If a project end date is ongoing or exceeds the Proposal Submission due date, then the Bidder will receive credit for only the experience acquired up to the Proposal Submission due date. Concurrent project timeframes (overlapping dates) will only count once for calculating the number of years and months of qualification experience.

If the number of years and months for a project was not indicated on the Bidder qualification form "Experience gained on this cited Project" and the Bidder checked "yes" to meeting the total experience on the project cited, then the Bidder will only receive experience credit for the minimum number of years required for that requirement or will receive the number of years indicated on the header of the Bidder qualification form, whichever is less.



Bidders that do not return all required completed and signed Bidder qualifications and reference forms with Proposal Submission shall be deemed non-responsive and the Bidder may be disqualified.

#### **7.3.1.4. BIDDER QUALIFICATIONS AND REFERENCE FORM**

The evaluation team will evaluate the completed Exhibit 18.1: BIDDER QUALIFICATIONS and Exhibit 18.2 BIDDER'S REFERENCE FORM for compliance with the mandatory requirements specified in Section 4.1.1, BIDDER QUALIFICATIONS. The evaluation team will validate claimed experience on the associated Bidder Qualifications and Reference Form for each project Bidder identifies to meet the requirements.

The Bidder must provide the minimum experience as stated in the Exhibit 18.1: BIDDER QUALIFICATIONS FORM and Exhibit 18.2: BIDDER REFERENCE FORM. The Bidder must submit one (1) completed Bidder Qualifications and Bidder Reference Form for each of the projects cited.

The Bidder Reference Form will be evaluated on a Pass/Fail basis. Bidder must achieve a minimum average of 16 points on the Exhibit 18.2, BIDDER REFERENCE FORM. All submitted Bidder Reference Forms will be total and the average score will be used for Evaluation.

Cal OES staff cannot be listed as a reference.

#### **7.3.1.5. REFERENCE CHECKS**

If needed to verify information submitted by Bidders on Bidder Qualification and References Form, the State will make two (2) attempts via phone or email to the reference contact identified on the Bidder Qualification and References Form, to validate the claimed information and experience. The Bidder should ensure that its reference contacts are available for validation during the evaluation period identified in Section 2.3, KEY ACTION DATES.

If the State has not received a response from the reference contact after the first attempt, a second attempt will be made. If no response is received after the second attempt, the State will contact the Bidder and request that the Bidder assist the State by having the reference respond to the State within a 24-hour period from the second attempted contact. If the evaluators are still unable to contact the reference, the Bidder's proposal may be deemed non-responsive for failure to provide verifiable references, and the Bidder may be disqualified.

#### **7.3.2. SOCIOECONOMIC PROGRAMS**

Bidders who claim preference points will be evaluated to determine whether they submitted the required forms, documents, exhibits, and/or the responses necessary to validate their qualification and eligibility for the claimed preference(s). If the State determines that the submitted information is insufficient or that the required documents do not otherwise validate the eligibility for points in any of the claimed programs, then the points for that program will

not be added to the Bidder's final overall proposal score. If the State is able to validate the Bidder's claim, the qualified preference points will be applied to the Bidder's final overall proposal score.

#### **7.3.2.1. TACPA PREFERENCE**

The State will give preferences in accordance with the GC 4530-4535.3, for Bidders who are California home based and who qualify for claimed preferences under the Target Area Contract Preference Act (TACPA) by computing and returning the appropriate forms described in the RFP. Where multiple preferences are claimed, the State will verify eligibility for the preferences and evaluate and apply preferences in accordance with the law.

Available evaluation preferences under TACPA are limited to nine percent (9%), five percent (5%) worksite, and one percent (1%) up to four percent (4%) workforce of the lowest total proposal price or \$50,000.00, whichever is less. The TACPA preference is a dollar preference, applied against the Bidder's proposed cost, before cost is evaluated and converted to points.

The State will verify TACPA preference and apply the TACPA preference accordingly. The TACPA preference does not apply when the worksite is fixed by the terms of the Contract.

#### **7.3.2.2. SMALL BUSINESS PREFERENCE**

The State will verify Small Business/Non-Small Business preference claim and apply the five percent (5%) preference accordingly.

In accordance with Government Code §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, § 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 Department of General Services Office of Small Business and DVBE Services (OSDS) no later than 5:00 p.m. on the 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 the example in Table 7-5, Small Business Preference Points Calculation. Points in this example explain the calculations and have no other significance.

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, which is (1500.00 points) x (.05) = 75.00 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.

**Table 7-5:** Small Business Preference Points Calculation

<b>Small Business Preference Points Calculation</b>				
<b>Bidder</b>	<b>Bidder Total Proposal Score</b>	<b>Small Business Preference Claim?</b>	<b>Non-Small Business Preference Claim?</b>	<b>Small Business Preference Points Awarded</b>
A	900.00 pts	Yes	No	47.50 pts
B	850.00 pts	No	Yes	47.50 pts
C	950 pts	No	No	0.00 pts

**NOTE:** Calculation is based on 5% of the Bidder with the highest "Bidder proposal score" that is a non-small business. In the example Table 7-5, Bidder C has the highest non-small business score.

### 7.3.2.3. DVBE INCENTIVE

In accordance with §999.5(a) of the MVC, for evaluation purposes only, the State shall provide an incentive to Bidders who provide California-certified DVBE participation that exceeds the mandatory California-certified DVBE participation goal in the amounts shown below.

The State will verify DVBE and apply the incentive accordingly. The DVBE incentive points are a percentage of the total possible points. The maximum incentive for this procurement is five percent (5%) of the total points available, and is based on the amount of DVBE participation confirmed. The below table is an illustration of this calculation:

**Table 7-6:** DVBE Participation Incentive Formula

<b>DVBE Participation Incentive Formula</b>		
<b>Confirmed DVBE Participation</b>	<b>DVBE Incentive Percentage</b>	<b>DVBE Incentive Points*</b>
≥ 5%	5%	75.00 (1,500 x .05)
4% - 4.99%	4%	60.00 (1,500 x .04)

3.1% - 3.99%	3%	45.00 (1,500 x .03)
<3%	0%	0.00

**7.3.3. BIDDER FINAL SCORE CALCULATION AND RANK DETERMINATION**

The evaluation team will calculate the Bidder's final score. Table 7-7, Bidder Final Score Calculation example illustrates the Bidder's final score that incorporates both preference and incentive points:

**Table 7-7:** Bidder Final Score Calculation

<b>Bidder Final Score Calculation</b>					
<b>Bidder</b>	<b>Bidder Total Proposal Score</b>	<b>Small Business Preference Points Awarded</b>	<b>Verified DVBE %</b>	<b>DVBE Incentive Points Awarded</b>	<b>Bidder Final Score</b>
A	900.00 pts	47.50 pts	3%	45.00 pts	992.50 pts
B	850.00 pts	47.50 pts	4%	60.00 pts	957.50 pts
C	950.00 pts	0.00 pts	5%	75.00 pts	1025.00 pts

NOTE: Bidder final score calculation in Table 7-7 is an example that explains the calculations and has no other significance.

**7.3.4. SELECTING THE PROPOSED AWARDEE**

Selection of the PNSP and each RNSP shall be made as described in Section 7. Evaluation.

Table 7-8: FINAL SCORE AND RANK DETERMINATION demonstrates how the final ranking determination is made:

**Table 7-8: Final Score and Rank Determination**

<b>Final Score and Rank Determination</b>				
<b>Scoring Element</b>	<b>Max Points Available</b>	<b>Bidder A</b>	<b>Bidder B</b>	<b>Bidder C</b>
Meets all Administrative, Mandatory and Mandatory Optional Requirements.	Pass/ Fail	Pass/ Fail	Pass/ Fail	Pass/ Fail
Qualification Requirements (Bidder/Staff Qualifications/References)	Pass/ Fail	Pass/ Fail	Pass/ Fail	Pass/ Fail
Solution Requirements (Technical, Narrative Response Requirements)	1050.00	900.00	850.00	950.00
<b>Total Non-Cost Score</b>	1050.00	900.00	850.00	950.00
Cost (Before Preference/Incentives)		\$24,406,660.00	\$18,000,000.00	\$20,500,000.00
TACPA Claimed		No	No	No
TACPA Preferences Amt.	\$00.00	\$00.00	\$00.00	\$00.00
Cost after TACPA preference		\$24,406,660.00	\$18,000,000.00	\$20,500,000.00
<b>Total Evaluated Cost Score (points awarded)</b>	450.00	331.88	450.00	395.12
<b>Evaluated Score (points) non-cost and cost scores (before preferences/Incentives)</b>	1500.00	1231.88	1300.00	1345.12
<b>Initial Rank (Before preferences and incentives)</b>		<b>3</b>	<b>2</b>	<b>1</b>
DVBE Participation claimed		3%	4%	5%
DVBE Incentive Points	75.00	45.00	60.00	75.00
Small Business Preference Points	47.50	47.50	47.50	0.00
Bidder Final Score	1622.50	1324.38	1407.50	1420.12
<b>Final Rank</b>		<b>3</b>	<b>2</b>	<b>1</b>

#### 7.4. NEGOTIATIONS

The State of California intends to enter into negotiations as set forth in Section 2.7 Negotiations under PCC §6611.

Negotiations allow the State and Bidder an opportunity to discuss items that could, in the State's opinion, enhance the Bidder's proposal and potential for award. Negotiations are not intended to allow a Bidder to completely rewrite their proposal. The negotiations are exchanges between the State and the Bidder, which are undertaken with the intent of allowing the Bidder to revise their Proposal only in areas determined by the State during the negotiation process. Negotiations will be conducted either orally or in writing. These negotiations may include bargaining, such as persuasion, and alteration of assumptions and positions.

The State may discuss any aspect of the Bidder's proposal that could, in the opinion of the State, be altered or explained to materially enhance the proposal's potential for award. However, the State is not required to discuss every area where the Bidder's proposal could be improved. The scope and extent of negotiation exchanges are the matter of the State's judgment.

The state reserves the right to determine the topics for negotiation and revise the scoring criteria to the State's discretion to obtain a value effective solution.

All aspects of the Bidder's proposal are confidential until after the issuance of the notification of award.

#### **7.4.1. NEGOTIATION INVITATION**

Once eligible Bidders are determined, based on the criteria set forth in section 2.7 Negotiations, the State will notify those bidders in writing: (1) that the State is initiating negotiations pursuant to Public Contract Code 6611(a); (2) the general purpose and scope of the negotiations; (3) the anticipated schedule for the negotiations; and (4) the procedures to be followed for negotiations. Bidder(s) who have been invited to participate in negotiations must confirm attendance, in accordance with the invitation instructions, within two (2) State business days of invitation.

#### **7.4.2. BEST AND FINAL OFFER SUBMISSION (BAFO)**

At the conclusion of negotiations, the State may request a best and final offer (BAFO) submission. The intent of the BAFO is to clarify and document understandings reached during negotiations. The State will establish a date and time for receipt of the BAFOs based on when the Bidder's BAFO negotiations occur. A Bidder's BAFO is an irrevocable offer for 120 calendar days following the scheduled date for submission of a final accepted BAFO. A Bidder may extend the offer in the event of a delay in Contract award.

**BAFOs must be submitted to the location identified in Section 2.2.1, Procurement Official, by the specific date and time that will be communicated to each Bidder individually in writing.**

**The BAFO submission must address the following:**

1. A supplemental proposal containing all negotiated/revised section(s) of the Bidder's original Final Proposal, any other revised area specifically required by the State to be included in the BAFO, and revisions made necessary in accordance therewith.
2. The supplemental proposal must include all changes made to negotiated section(s) of the Bidder's original Final Proposal in tracked changes. Changes to the Bidder's original Final Proposal that are not tracked in the supplemental proposal or otherwise identified may result in rejection of the proposal or cause for termination of the Contract.
3. An executive summary must accompany the supplemental proposal, identifying a list of all changes (other than non-substantive changes to formatting, punctuation and grammar) that have been made to the Bidder's original Final Proposal. The Bidder must include and attest to the following statement within the Executive Summary:

"This Best and Final Offer (BAFO) is in response to {RFP 6026-2018} and the changes identified in this executive summary represent all changes made to {Bidder's name} Final Proposal previously submitted to the State. Any substantive change not included in this list is non-operative, non-binding, and will not be considered a part of the {Bidder's name} BAFO."

#### **7.4.3. EVALUATION OF BAFO SUBMISSION**

The State will evaluate the BAFO submissions, based on topics negotiated and obtaining the value effective solution for the State. The State will document the evaluation process and selection criteria in its final selection documents.

#### **7.5. DEBRIEFING**

A debriefing may be held within three (3) months 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 qualifications, solution requirements and cost evaluations of the Bidder's Proposal Submission. A debriefing is not the forum to challenge the solicitation specifications or requirements.

#### **8. INFORMATIONAL ATTACHMENTS**

The following attachments to this solicitation are informational for use in the solicitation process and do not need to be submitted with the Bidder's proposal response. They can be found in Part 2 – Bidder Response:

- 1) RFP Attachment 1: TEMPLATE FOR QUESTION SUBMITTAL. This attachment provides the format for a Bidder to submit questions regarding this solicitation.
- 2) RFP Attachment 2: SOLICITATION SUBMISSION CHECKLIST. This attachment references items to be submitted as part of the Proposal submission, but is not guaranteed to include all necessary items.

# **Exhibit B**



**Contract 6026-2018**

**EXHIBIT 22, COST WORKBOOK**

**CA Next Generation 911 - Prime and Region**

**April 1, 2019**

Issued by:

**STATE OF CALIFORNIA**

California Governor's Office of Emergency Services

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

### CA NG 9-1-1 Cost Workbook Instructions

Bidders shall submit their Cost Worksheets per the instructions in RFP Part 1 Section 5, Cost Worksheet instructions and submission requirements. Dollar values shall only be provided in the Final Bid. The Cost Worksheets must be submitted in a separately sealed, marked envelope or package containing only the completed Cost Worksheets.

Costs provided in the worksheets are not to exceed amounts based on Cal OES' market research. Bidders shall not exceed these amounts but are encouraged to provide lower costs based on calculations that are "at or near costs" for the tariff services.

Quantities provided in the worksheets are for evaluation purposes only and should not be used as an indication of future orders. Quantities for the Region indicate the average expected numbers for a typical region. There is no obligation on Cal OES' part to utilize the entire amount in the Cost Worksheets or the entire quantities provided in the worksheets

Bidders shall enter the Bidder's cost for each service element or feature in the unshaded cells in each Cost Worksheet. The submitted costs contained within these tables will be used for evaluation purposes per RFP Part 1, Section 7.3.6, Cost Evaluation, and will establish the maximum contracted costs and rates of the final awarded Contract.

The definitions of the services of each Line Item that require costing are provided in the individual referenced RFP Technical Requirements. Bidders are cautioned that they are not to add language to the Cost Worksheets, nor are they allowed to add cost elements.

**The Bidder shall provide corresponding section of the Tariff Guidance to identify costs in this worksheet.**

The Bidder shall provide one (1) single, uniform price throughout the Bidder's awarded service area.

The Bidder shall provide costs for all worksheets. The cells that are grayed out shall not be modified.

Cost Worksheet #6 NG911 Prime Labor Rate Worksheet- The Bidder shall provide the hourly rates for each of the labor classifications provided in Prime Cost Worksheets.

Cost Worksheet #5 NG911 Region Labor Rate Worksheet- The Bidder shall provide the hourly rates for each of the labor classifications provided in Region Cost Worksheets.

#### **COST WORKSHEET ELEMENTS**

The Cost Worksheets elements shall include the following definitions:

##### **Non Recurring Charge (NRC):**

Non Recurring Charges are for set up and installation costs occurring one time only. Where NRC charges do not apply or where related equipment/installation costs are to be amortized by monthly recurring charges the cell should be represented by a zero (0) or is simple left blank.

##### **Monthly Recurring Charge (MRC) per Item per Unit:**

Monthly Recurring Charge per line item (unit of measure) 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) or is simply left blank.

**CA NG911 - Prime Cost Summary**

"Total Extended Costs" and their sum total shall not be manually entered by the Bidder. These costs are entered automatically from the "Total Extended Costs for NRC and Annual MRC" calculated on each Cost Worksheet.

Length of Contract in Years: 10

CA NG 911 Prime Cost Summary Table		Total NRC Costs	Total MRC 10 yr Extended Costs
Total Evaluated Non-Recurring Costs (NRC) - NG9-1-1 Trunks	\$	305,000.00	
Total Evaluated Cost (120 month of MRC) - NG9-1-1Trunks			\$ 157,080,000.00
Total Evaluated Non-Recurring Costs (NRC) - Aggregation	\$	2,284,000.00	
Total Evaluated Cost (120 month of MRC) - Aggregation			\$ 11,640,000.00
Total Evaluated Non-Recurring Costs (NRC) - Prime Specific	\$	10,878,000.00	
Total Evaluated Cost (120 month of MRC) - Prime Specific			\$ 197,884,800.00
Total Evaluated Non-Recurring Costs (NRC) - Text	\$	970,000.00	
Total Evaluated Cost (120 month of MRC) - Text			\$ 14,880,000.00
Total Evaluated 1st year Labor Rate	\$	4,200,000.00	
NRC Total	\$	18,637,000.00	
120 month MRC Total			\$ 381,484,800.00
<b>GRAND TOTAL (NRC + 120 months MRC) USED FOR EVALUATION</b>			<b>\$ 400,121,800.00</b>

Estimated Annual Cost of NG9-1-1 Prime Contract \$ 38,148,480.00

CA NG 9-1-1 Prime Trunk Costs - All implementation/on going maintenance is all inclusive of costs

A	B	C	D	E	F	G	H	I
Line Item #	Feature Name	Feature Description	Quantity	Unit of Measure	Monthly Recurring Charge	Non-Recurring (One Time Charge)	Total Extended Annual Cost (D*Fx12mo)	Total Extended NRC Costs
22.2.1	NG 9-1-1 One-time Circuit Install & Test	Service testing	1100	Per Connection		150.0000		\$ 165,000.00
22.2.2	NG 9-1-1 Alternate Technology to Support Diverse Path	NG 9-1-1 Diverse Path	0	Per Connection	100.0000			
22.2.3	NG 9-1-1 Monthly Circuit Cost (1 Mbps)	NG 9-1-1 Trunk - 1 Mbps	0	Per Connection	500.0000		\$ -	-
22.2.4	NG 9-1-1 Monthly Circuit Cost (10 Mbps)	NG 9-1-1 Trunk - 10 Mbps	880	Per Connection	800.0000		\$ 8,448,000.00	-
22.2.5	NG 9-1-1 Monthly Circuit Cost (100 Mbps)	NG 9-1-1 Trunk - 100 Mbps	200	Per Connection	2,400.0000		\$ 5,760,000.00	-
22.2.6	NG 9-1-1 Monthly Circuit Cost (1000 Mbps)	NG 9-1-1 Trunk - 1000 Mbps	20	Per Connection	4,500.0000		\$ 1,080,000.00	-
22.2.7	NG 9-1-1 Trunk SD WAN service - NRC is Non-Tariff Item	SD WAN Service	1	Statewide	5,000.0000	100,000.0000	\$ 60,000.00	\$ 100,000.00
22.2.8	NG 9-1-1 Trunk Data Center Cross Connects	Non-Bidder owned Data Center cross connections	200	Per Connection	150.0000	200.0000	\$ 360,000.00	\$ 40,000.00
	MRC Annual 12 month Total						\$ 15,708,000.00	
	NRC Total							\$ 305,000.00

CA NG 911 Prime Aggregation Costs - All Implementation/on going maintenance is all inclusive of costs

A	B	C	D	E	F	G	H	I
Line Item #	Feature Name	Feature Description	Quantity	Unit of Measure	Monthly Recurring Charge	Non-Recurring (One Time Charge)	Total Extended Annual Cost (Q*Fx12mo)	Total Extended NRC Costs
22.3.1	NRC Project initiation and Design - NRC is Non-Tariff Item	Aggregation Service Initialization	4	Per Region		500,000.0000		\$ 2,000,000.00
22.3.2	OSP integration MRC and NRC	Upon successful OSP integration into Aggregation.	14	Per OSP	1,500.0000	20,000.0000	\$ 252,000.00	\$ 280,000.00
22.3.3	Prime Aggregation	Recurring cost for Statewide Aggregation Service for Prime.	1	Statewide	60,000.0000		\$ 720,000.00	
22.3.4	Point of Interconnection	Interconnection between disparate technologies such as originating carrier network and NG9-1-1 network.	8	2 Per Region	2,000.0000	500.0000	\$ 192,000.00	\$ 4,000.00
	MRC Annual 12 month Total						\$ 1,164,000.00	
	NRC Total							\$ 2,284,000.00

CA NG 911 Prime Specific Costs - All implementation/on going maintenance is all inclusive of costs

A	B	C	D	E	F	G	H	I
Line Item #	Feature Name	Feature Description	Quantity	Unit of Measure	Monthly Recurring Charge	Non-Recurring (One Time Charge)	Total Extended Annual Cost (D*Fx12mo)	Total Extended NRC Costs
22.4.1	NGCS per NENA i3 requirements and standards - NRC is Non-Tariff Item	NGCS to include all functional elements	1	Statewide	900,000.0000	500,000.0000	\$ 10,800,000.00	\$ 500,000.00
22.4.2	LPG - Legacy PSAP Gateway	Interface service to the PSAP	440	Per PSAP	150.0000	-	\$ 792,000.00	-
22.4.3	Regional Interoperability Connection and Integration (ESInet to ESInet) - NRC is Non-Tariff item	ESInet to ESInet connection	4	Per Region	8,000.0000	200,000.0000	\$ 384,000.00	\$ 800,000.00
22.4.4	PSAP Integration Deployment	Implementation Services at each PSAP	440	Per PSAP		6,000.0000	\$ -	\$ 2,640,000.00
22.4.5	Multi NG Service PSAP Integration - When Region connects	Managed Service at PSAP for Multiple ESInets	440	Per PSAP	200.0000	6,000.0000	\$ 1,056,000.00	\$ 2,640,000.00
22.4.6	System Monitoring and Dashboard Interface	Statewide System monitoring	1	Statewide	20,000.0000	-	\$ 240,000.00	
22.4.7	Outage Reporting	Automated system for outage reporting	1	Statewide	5,000.0000	-	\$ 60,000.00	
22.4.8	NRC Project Initiation and Design - Non-Tariff item	Project Initialization for NGCS	1	Statewide		250,000.0000	\$ -	\$ 250,000.00
22.4.9	NRC New Technology Statewide Integration	Technologies beyond standard updates	1	Statewide		100,000.0000	\$ -	\$ 100,000.00
22.4.10	NRC New Technology PSAP Integration	Integration service at PSAP	440	Per PSAP		6,000.0000	\$ -	\$ 2,640,000.00
22.4.11	Statewide 911 GIS	Manage GIS Updates	440	Per PSAP	100.0000	1,000.0000	\$ 528,000.00	\$ 440,000.00
22.4.12	Call Data Record Management System / 9-1-1 Traffic Logging	Meta data and i3 logging	440	Per PSAP	100.0000	200.0000	\$ 528,000.00	\$ 88,000.00
22.4.13	GIS Regional synchronization- NRC will be a non-tariff item	Synch GIS with each Region	4	Per Region	2,000.0000	20,000.0000	\$ 96,000.00	\$ 80,000.00
22.4.14	GIS DB Editing Support	Complex editing service	200	Per Record Correction	1.1000		\$ 2,640.00	
22.4.15	GIS update process	Automated editing service	12,000	Per valid record	0.0250	-	\$ 3,600.00	
22.4.16	NG 9-1-1 Statewide Alert and Warning- NRC will be a non-tariff item	Statewide Emergency Notification System	1	Statewide	425,000.0000	300,000.0000	\$ 5,100,000.00	\$ 300,000.00
22.4.17	LDB Editing Support	Automated editing service	200	Per Record Correction	1.1000		\$ 2,640.00	
22.4.18	LDB update process	Complex editing service	12,000	Per valid record	0.0250	-	\$ 3,600.00	
22.4.19	LVF Synchronization - NRC will be a non-tariff item	Synch LVF with each Region	4	Per Region	4,000.0000	100,000.0000	\$ 192,000.00	\$ 400,000.00
	MRC Annual 12 month Total						\$ 19,788,480.00	
	NRC Total							\$ 10,878,000.00

CA NG 911 Prime Text Costs - All implementation/on going maintenance is all inclusive of costs

A	B	C	D	E	F	G	H	I
Line Item #	Feature Name	Feature Description	Quantity	Unit of Measure	Monthly Recurring Charge	Non-Recuring (One-Time Charge)	Total Extended Annual Cost (D*Ex12mo)	Total Extended NRC Costs
22.5.1	Statewide Text Aggregator - NRC is Non-Tariff item	Serve as the terminating TCC for CA	1	Statewide	40,000.0000	500,000.0000	\$ 480,000.00	\$ 500,000.00
22.5.2	NG Text to 9-1-1 - Web Based OTT	Web solution at each PSAP	140	Per PSAP	100.0000	500.0000	\$ 168,000.00	\$ 70,000.00
22.5.3	NG Text to 9-1-1 - Integrated	Integrated solution at each PSAP	300	Per PSAP	200.0000	1,000.0000	\$ 720,000.00	\$ 300,000.00
22.5.4	RTT service - NRC is Non-Tariff item	Statewide RTT solution	1	Statewide	10,000.0000	100,000.0000	\$ 120,000.00	\$ 100,000.00
	MRC Annual 12 month Total						\$ 1,488,000.00	
	NRC Total							\$ 970,000.00

Note: For the Prime, the total position count in CA is 1950 currently deployed for Text. However there may be about 50 PSAPs that choose an integrated text service.



**CA NG 911 Prime Specific Costs - All implementation/on going maintenance is all inclusive of costs**

A	B	C	D	E	F	G	H	I
Line Item #	Feature Name	Feature Description	Quantity	Unit of Measure	Monthly Recurring Charge	Non-Recurring (One Time Charge)	Total Extended Annual Cost (D*F*12mo)	Total Extended NRC Costs
22.6.1	NRC New Technology PSAP Integration (est. 50hrs per each 440 PSAPs)	Per the Requirements in Exhibit 21	22,000	Per Hour		150.0000	\$	\$ 3,300,000.00
22.6.2	NG9-1-1 Training	Per SOW Requirements	6,000	Per Hour		150.0000	\$	\$ 900,000.00
	MRC Annual 12 month Total						\$	
	NRC Total							\$ 4,200,000.00

The rates for years 1 through 10 are fixed. Estimating for the Prime to have 50hrs at each PSAP per year = 22,000 hours

**CA NG911 - Region Cost Summary**

"Total Extended Costs" and their sum total shall not be manually entered by the Bidder. These costs are entered automatically from the "Total Extended Costs for NRC and Annual MRC" calculated on each Cost Worksheet.

Length of Contract in Years: 10

CA NG 911 Region Cost Summary Table		Total NRC Costs	Total MRC 10 yr Extended Costs
	Total Evaluated Non-Recurring Costs (NRC) - NG9-1-1 Trunks	\$ 117,000.00	
	Total Evaluated Cost (120 month of MRC) - NG9-1-1 Trunks		\$ 33,084,000.00
	Total Evaluated Non-Recurring Costs (NRC) - Aggregation	\$ 800,000.00	
	Total Evaluated Cost (120 month of MRC) - Aggregation		\$ 6,360,000.00
	Total Evaluated Non-Recurring Costs (NRC) - Region	\$ 2,312,000.00	
	Total Evaluated Cost (120 month of MRC) - Region		\$ 64,140,000.00
	Total Evaluated 1st year Labor Rate	\$ 1,725,000.00	
	NRC Total	\$ 4,954,000.00	
	120 month MRC Total		\$ 103,584,000.00
<b>GRAND TOTAL (NRC + 120 months MRC) USED FOR EVALUATION</b>			<b>\$ 108,538,000.00</b>

Estimated Annual Cost of NG9-1-1 Region Contract \$ 10,358,400.00

**CA NG 9-1-1 Region Trunk Costs - All implementation/on going maintenance is all inclusive of costs**

A	B	C	D	E	F	G	H	I
Line Item #	Feature Name	Feature Description	Quantity	Unit of Measure	Monthly Recurring Charge	Non-Recurring (One-Time Charge)	Total Extended Annual Cost (D*Fx12mo)	Total Extended NRC Costs
22.8.1	NG 9-1-1 One-time Circuit Install & Test	Service testing	220	Per Connection		150.0000		\$ 33,000.00
22.8.2	NG 9-1-1 Alternate Technology to Support Diverse Path	NG 9-1-1 Diverse Path	0	Per Connection	100.0000			
22.8.3	NG 9-1-1 Monthly Circuit Cost (1 Mbps)	NG 9-1-1 Trunk - 1 Mbps	0	Per Connection	500.0000		\$	
22.8.4	NG 9-1-1 Monthly Circuit Cost (10 Mbps)	NG 9-1-1 Trunk - 10 Mbps	220	Per Connection	800.0000		\$ 2,112,000.00	
22.8.5	NG 9-1-1 Monthly Circuit Cost (100 Mbps)	NG 9-1-1 Trunk - 100 Mbps	20	Per Connection	2,400.0000		\$ 576,000.00	
22.8.6	NG 9-1-1 Monthly Circuit Cost (1000 Mbps)	NG 9-1-1 Trunk - 1000 Mbps	10	Per Connection	4,500.0000		\$ 540,000.00	
22.8.7	NG 9-1-1 Trunk SD WAN service - NRC is Non-Tariff item	SD WAN Service	1	Region	3,700.0000	80,000.0000	\$ 44,400.00	\$ 80,000.00
22.8.8	NG 9-1-1 Trunk Data Center Cross Connects	Non-Bidder owned Data Center cross connections	20	Per Connection	150.0000	200.0000	\$ 36,000.00	\$ 4,000.00
	MRC Annual 12 month Total						\$ 3,308,400.00	
	NRC Total							\$ 117,000.00

CA NG 911 Region Aggregation Costs - All Implementation/on going maintenance is all inclusive of costs

A	B	C	D	E	F	G	H	I
Line Item #	Feature Name	Feature Description	Quantity	Unit of Measure	Monthly Recurring Charge	Non-Recurring (One Time Charge)	Total Extended Annual Cost (D*F*12mo)	Total Extended NRC Costs
22.9.1	NRC Project Initiation and Design - NRC is Non-Tariff Item	Aggregation Service Initialization	1	Per Region		500,000.0000		\$ 500,000.00
22.9.2	OSP Integration NRC	Upon successful OSP integration into Aggregation	6	Per OSP	1,500.0000	50,000.0000	\$ 108,000.00	\$ 300,000.00
22.9.3	Region Aggregation	Recurring cost for Statewide Aggregation Service for Prime	1	Per Region	40,000.0000		\$ 480,000.00	
22.9.4	Point of Interconnection	Interconnection between disparate technologies such as originating carrier network and NG9-1-1 network	2	2 Per-Region	2,000.0000		\$ 48,000.00	
	MRC Annual 12 month Total						\$ 636,000.00	
	NRC Total							\$ 800,000.00

CA NG 911 Region Specific Costs - All implementation/on going maintenance is all inclusive of costs

A	B	C	D	E	F	G	H	I
Line Item #	Feature Name	Feature Description	Quantity	Unit of Measure	Monthly Recurring Charge	Non-Recurring (One Time Charge)	Total Extended Annual Cost (D*Fx12mo)	Total Extended NRC Costs
22.10.1	NGCS per NENA i3 requirements and standards - NRC is Non-Tariff item	NGCS to include all functional elements	1	Per Region	450,000.0000	300,000.0000	\$ 5,400,000.00	\$ 300,000.00
22.10.2	LPG - Legacy PSAP Gateway	Interface service to the PSAP	110	Per PSAP	150.0000	-	\$ 198,000.00	-
22.10.3	Prime Interoperability Connection (ESInet to ESInet) - NRC is Non-Tariff item	ESInet to ESInet connection	1	Per Region	2,000.0000	100,000.0000	\$ 24,000.00	\$ 100,000.00
22.10.4	Regional Integration at PSAP	Implementation Services at each PSAP	110	Per PSAP		8,000.0000	\$ -	\$ 880,000.00
22.10.5	System Monitoring and Dashboard Interface	Statewide System monitoring	1	Per Region	10,000.0000	-	\$ 120,000.00	
22.10.6	Outage Reporting	Automated system for outage reporting	1	Per Region	5,000.0000	-	\$ 60,000.00	
22.10.7	NRC Project Initiation and Design -NRC is Non-Tariff item	Project Initialization for NGCS	1	Per Region		150,000.0000	\$ -	\$ 150,000.00
22.10.8	NRC New Technology Region Integration	Technologies beyond standard updates	1	Per Region		50,000.0000	\$ -	\$ 50,000.00
22.10.9	NRC New Technology PSAP Integration	Integration service at PSAP	110	Per PSAP		6,000.0000	\$ -	\$ 660,000.00
22.10.10	GIS Regional synchronization -Update GIS from Prime -NRC is Non-Tariff item	Manage GIS Updates	4	Per Region	9,000.0000	12,500.0000	\$ 432,000.00	\$ 50,000.00
22.10.11	Call Data Record Management System / 9-1-1 Traffic Logging	Meta data and i3 logging	110	Per PSAP	100.0000	200.0000	\$ 132,000.00	\$ 22,000.00
22.10.14	LVF Synchronization - NRC is Non-Tariff item	Synch LVF and compare with Prime	1	Per Region	4,000.0000	100,000.0000	\$ 48,000.00	\$ 100,000.00
	MRC Annual 12 month Total						\$ 6,414,000.00	
	NRC Total							\$ 2,312,000.00

**CA NG 911 Region Specific Costs - All implementation/on going maintenance is all inclusive of costs**

A	B	C	D	E	F	G	H	I
Line Item #	Feature Name	Feature Description	Quantity	Unit of Measure	Monthly Recurring Charge	Non-Recurring (One Time Charge)	Total Extended Annual Cost (D*Fx12mo)	Total Extended NRC Costs
22.11.1	NRC New Technology PSAP Integration (est. 50hrs/each 110PSAPs)	Per the Requirements in Exhibit 23	5,500	Per Hour		150,0000	\$	\$ 825,000.00
22.11.2	NG9-1-1 Training	Per SOW Requirements	6,000	Per Hour		150,0000	\$	\$ 900,000.00
	MRC Annual 12 month Total						\$	
	NRC Total							\$ 1,725,000.00

The rates for years 1 through 10 are fixed. Estimating for the Regoin to have 50hrs at each PSAP per year = 5,500 hours

**CA NG 911 Prime Aggregation Costs - Each Cost Element lists the Technical Requirements from Exhibit 21 that shall be included with each cost element**

A	B	C	D
Cost Element	Technical Requirements Included in Cost Element.	Feature Description	Technical Elements Included in each Cost Element
22.2.1	NG 9-1-1 One-time Circuit Install & Test	Service testing	21.4.5, 21.4.10
22.2.2	NG 9-1-1 Alternate Technology to Support Diverse Path	NG 9-1-1 Diverse Path	21.4.5, 21.4.6, 21.4.10
22.2.3	NG 9-1-1 Monthly Circuit Cost (1 Mbps)	NG 9-1-1 Trunk - 1 Mbps	21.4.5, 21.4.6, 21.4.10
22.2.4	NG 9-1-1 Monthly Circuit Cost (10 Mbps)	NG 9-1-1 Trunk - 10 Mbps	21.4.4, 21.4.5, 21.4.6, 21.4.10
22.2.5	NG 9-1-1 Monthly Circuit Cost (100 Mbps)	NG 9-1-1 Trunk - 100 Mbps	21.4.5, 21.4.6, 21.4.10
22.2.6	NG 9-1-1 Monthly Circuit Cost (1000 Mbps)	NG 9-1-1 Trunk - 1000 Mbps	21.4.5, 21.4.6, 21.4.10
22.2.7	NG 9-1-1 Trunk SD WAN service	SD WAN Service	21.4.11, 21.4.12, 21.4.13
22.2.8	NG 9-1-1 Trunk Data Center Cross Connects	Non-Bidder owned Data Center cross connections	Dependent on Solution
22.3.1	NRC Project Initiation and Design	Aggregation Service Initialization	Paid through Contract
22.3.2	OSP Integration MRC and NRC	Upon successful OSP integration into	21.3.5, 12.3.10
22.3.3	Prime Aggregation	Recurring cost for Statewide	21.2.7, 21.3.2, 21.3.3, 21.3.9
22.3.4	Point of Interconnection	Interconnection between disparate technologies such as originating carrier network and NG9-1-1 network	21.1.13, 21.3.4
22.4.1	NGCS per NENA i3 requirements and standards	NGCS to include all functional elements	21.1.2, 21.1.3, 21.1.6, 21.1.7, 21.1.8, 21.1.9, 21.1.11, 21.1.13, 21.1.15, 21.1.19, 21.1.20, 21.1.21, 21.1.23, 21.1.24, 21.2.1, 21.2.2, 21.2.8, 21.2.9, 21.2.10, 21.2.11, 21.2.12, 21.2.14, 21.2.21, 21.5.3, 21.5.4, 21.5.11
22.4.2	LPG - Legacy PSAP Gateway	Interface service to the PSAP	21.1.13, 21.2.7
22.4.3	Regional Interoperability Connection and Integration (ESInet to ESInet)	ESInet to ESInet connection	21.1.4, 21.1.5, 21.1.16, 21.1.17, 21.1.18, 21.3.6
22.4.4	PSAP Integration Deployment	Implementation Services at each PSAP	21.2.7
22.4.5	Multi NG Service PSAP Integration - When Region connects	Managed Service at PSAP for Multiple ESInets	21.1.14
22.4.6	System Monitoring and Dashboard Interface	Statewide System monitoring	21.1.12, 21.2.6, 21.2.13, 21.2.15, 21.2.16, 21.2.18, 21.2.19, 21.2.20, 21.3.8, 21.4.3, 21.4.7, 21.4.9, 21.5.27, 21.7.34
22.4.7	Outage Reporting	Automated system for outage reporting	21.1.25, 21.2.17, 21.2.23, 21.3.7, 21.4.8, 21.5.26, 21.7.35
22.4.8	NRC Project Initiation and Design - Non-Tariff item	Project Initialization for NGCS	Paid through Contract
22.4.9	NRC New Technology Statewide Integration	Technologies beyond standard updates	Based on New Technologies
22.4.10	NRC New Technology PSAP Integration	Integration service at PSAP	Based on New Technologies

22.4.11	Statewide 911 GIS	Manage GIS Updates	21.5.1, 21.5.2, 21.5.6, 21.5.7, 21.5.8, 21.5.13, 21.5.14, 21.5.15, 21.5.16, 21.5.17, 21.5.18 through 21.5.25, 21.5.28, 21.5.29
22.4.12	Call Data Record Management System / 9-1-1 Traffic Logging	Meta data and i3 logging	21.2.3, 21.2.4, 21.2.5, 21.2.22
22.4.13	GIS Regional synchronization- NRC will be a non-tariff item	Synch GIS with each Region	21.5.5, 21.5.9
22.4.14	GIS DB Editing Support	Complex editing service	21.5.10, 21.5.12
22.4.15	GIS update process	Automated editing service	21.5.10, 21.5.12
22.4.16	NG 9-1-1 Statewide Alert and Warning- NRC will be a non-tariff item	Statewide Emergency Notification System	21.7.1 through 21.7.33
22.4.17	LDB Editing Support	Automated editing service	21.2.26
22.4.18	LDB update process	Statewide Emergency Notification System	21.2.26
22.4.19	LVF Synchronization - NRC will be a non-tariff item	Synch LVF with each Region	21.2.24, 21.2.25
22.5.1	Statewide Text Aggregator	Serve as the terminating TCC for CA	21.6.1, 21.6.2, 21.6.4 through 21.6.49, 21.6.67 through 21.6.72
22.5.2	NG Text to 9-1-1 – Web Based OTT	Web solution at each PSAP	21.6.50
22.5.3	NG Text to 9-1-1 – Integrated	Integrated solution at each PSAP	21.6.51 through 21.6.66
22.5.4	RTT service	Statewide RTT solution	21.6.3



**CA NG 911 Prime Aggregation Costs - Each Cost Element lists the Technical Requirements from Exhibit 21 that shall be included with each cost element**

A	B	C	D
Cost Element	Technical Requirements Included in Cost Element.	Feature Description	Technical Elements Included in each Cost Element
22.8.1	NG 9-1-1 One-time Circuit Install & Test	Service testing	23.4.2, 23.4.5, 23.4.6
22.8.2	NG 9-1-1 Alternate Technology to Support Diverse Path	NG 9-1-1 Diverse Path	23.4.2, 23.4.5, 23.4.6
22.8.3	NG 9-1-1 Monthly Circuit Cost (1 Mbps)	NG 9-1-1 Trunk - 1 Mbps	23.4.2, 23.4.5, 23.4.6
22.8.4	NG 9-1-1 Monthly Circuit Cost (10 Mbps)	NG 9-1-1 Trunk - 10 Mbps	23.4.2, 23.4.4, 23.4.5, 23.4.6
22.8.5	NG 9-1-1 Monthly Circuit Cost (100 Mbps)	NG 9-1-1 Trunk - 100 Mbps	23.4.2, 23.4.5, 23.4.6
22.8.6	NG 9-1-1 Monthly Circuit Cost (1000 Mbps)	NG 9-1-1 Trunk - 1000 Mbps	23.4.2, 23.4.5, 23.4.6
22.8.7	NG 9-1-1 Trunk SD WAN service	SD WAN Service	23.4.10, 23.4.11, 23.4.12
22.8.8	NG 9-1-1 Trunk Data Center Cross Connects	Non-Bidder owned Data Center cross connections	Dependent on Solution
22.9.1	NRC Project Initiation and Design	Aggregation Service Initialization	Paid through Contract
22.9.2	OSP Integration NRC	Upon successful OSP integration into	23.3.5
22.9.3	Region Aggregation	Recurring cost for Statewide	23.1.14, 23.2.8, 23.3.2, 23.3.3, 23.3.6,
22.9.4	Point of Interconnection	Interconnection between disparate technologies such as originating carrier network and NG9-1-1 network	23.1.14, 23.2.8, 23.3.4
22.10.1	NGCS per NENA i3 requirements and standards	NGCS to include all functional elements	23.1.2, 23.1.3, 23.1.5, 23.1.6, 23.1.7, 23.1.8, 23.1.9, 23.1.10, 23.1.11, 23.1.12, 23.1.13, 23.1.18, 23.1.19, 23.1.20, 23.1.21, 23.1.22, 23.2.1, 23.2.2, 23.2.8, 23.2.9 through 23.2.13, 23.2.15, 23.2.23, 23.5.2, 23.5.7
22.10.2	LPG - Legacy PSAP Gateway	Interface service to the PSAP	23.1.13, 23.2.8
22.10.3	Prime Interoperability Connection (ESInet to ESInet)	ESInet to ESInet connection	23.1.4, 23.1.16, 23.1.17, 23.2.25, 23.2.26, 23.3.7
22.10.4	Regional Integration at PSAP	Implementation Services at each PSAP	23.1.13, 23.1.14
22.10.5	System Monitoring and Dashboard Interface	Statewide System monitoring	23.2.14, 23.2.16, 23.2.17, 23.2.18, 23.2.19, 23.2.22, 23.3.9, 23.4.3, 23.4.7, 23.4.9, 23.5.9, 23.5.11
22.10.6	Outage Reporting	Automated system for outage reporting	23.1.23, 23.2.17, 23.2.24, 23.3.8, 23.4.8, 23.4.9, 23.5.10, 23.5.11
22.10.7	NRC Project Initiation and Design	Project Initialization for NGCS	Paid through Contract
22.10.8	NRC New Technology Region Integration.	Technologies beyond standard updates	Based on New Technologies
22.10.9	NRC New Technology PSAP Integration	Integration service at PSAP	Based on New Technologies
22.10.10	GIS Regional synchronization -Update GIS from Prime	Manage GIS Updates	23.5.1, 23.5.3, 23.5.4, 23.5.5, 23.5.6, 23.5.8,
22.10.11	Call Data Record Management System / 9-1-1 Traffic Logging	Meta data and i3 logging	23.2.3, 23.2.4, 23.2.5, 23.2.5, 23.2.6, 23.2.7, 23.2.20, 23.2.21

22.10.1 4	LVF Synchronization	Synch LVF and compare with Prime	23.1.15, 23.2.27
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