

Alabama Next Generation Emergency Network

REQUEST FOR PROPOSAL

RFP # AWB911.RFP.08042010

11/01/10

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1. Introduction

1.1 Overview

The Alabama Wireless Board, hereafter referred to as the **AWB**, intends to enter into a Contract with an E9-1-1 System Service Provider (SSP) to provide systems, services, and support necessary to enable 9-1-1 calling for participating Public Safety Answering Points (PSAPs) throughout Alabama over an IP network.

This IP based 9-1-1 system is referred to as the Alabama Next Generation Emergency Network (ANGEN).

1.2 Scope of Service

The Request for Proposal (RFP) is designed to solicit proposals from qualified **PROPOSERS** that will provide systems, services, and support necessary to enable 9-1-1 calling for participating Public Safety Answering Points (PSAPs) throughout Alabama over an IP network, herein referred to as the SOLUTION.

1.3 Contract Type and Duration

It is the intent of the **AWB** to issue a fixed-price professional service Contract for a period of three (3) years effective from Contract award date, with the option to renew for one additional one year periods as mutually agreed upon by all parties. The **AWB** intends to award only a single **PROPOSER**.

1.4 Terminology

The use of the terms “shall” or “must” in the RFP constitutes a “required” or “mandatory” requirement and mandates a response from the **PROPOSER**. Failure by the **PROPOSER** to respond to any of these requirements in the entire RFP may be considered non-responsive, and if deemed non-responsive shall be rejected by the **AWB**.

1.5 RFP Number

The **AWB** has assigned the following RFP identification. It should be referenced in all communications regarding the RFP:

AWB911.RFP.08042010

1.6 RFP Website

Information regarding this RFP will be posted and maintained at

<http://www.angen.org>

1.7 Notification of Intent to Propose

A Notification of Intent to Propose was mailed on 06/25/2010 to all **PROPOSERS** via the E-mail list servers to National NENA and Alabama NENA. The Notification of Intent to Propose was also posted on the NENA website at <http://www.nena.org/node/10707>. **PROPOSERS** were requested to respond to the RFP Coordinator indicating their intent to respond to this RFP with a proposal. The Notification of Intent to Propose is only being used to collect information from interested **PROPOSERS**. All official communication from the **AWB** to interested **PROPOSERS** in regard to this RFP will be provided via the website <http://www.angen.org>. All correspondence related to this RFP shall be directed to the RFP Coordinator as defined in Section 1.10 of this RFP.

1.8 Mandatory Proposer Conference

A Mandatory Proposer Conference for all potential **PROPOSERS** is scheduled at the time and date detailed in the Section 2, RFP Schedule of Events. The conference will be held at:

**ACC Auditorium, Suite 770
Commerce Building
401 Adams Avenue
Montgomery, AL 36104**

Each **PROPOSER** may send a maximum of 3 representatives. **PROPOSERS** must E-mail the RFP Coordinator stating the number of representative planning to attend the Proposer Conference one week before the Conference.

Questions concerning the RFP shall be submitted in writing before the Proposer Conference so that the **AWB** may prepare responses to be delivered during the meeting. Additional questions shall be entertained at the Proposer Conference; however, official responses shall be authenticated and provided at a later date (in accordance with Section 2, RFP Schedule of Events).

After the Proposer Conference, official responses to all questions shall be posted to the <http://www.angen.org> website (Reference Section 2, RFP Schedule of Events). This will ensure availability of accurate, consistent responses to all **PROPOSERS**.

1.9 **Proposal Deadline**

Proposals shall be submitted no later than the Proposal Deadline detailed in Section 2, RFP Schedule of Events. **PROPOSERS** shall respond to the RFP and any exhibits, attachments, or amendments. **PROPOSER'S** failure to submit a proposal as required by the submission deadline shall cause the proposal to be disqualified.

PROPOSERS assume the risk of the method of dispatch chosen. The **AWB** assumes no responsibility for delays caused by any delivery service. Postmarking by the due date shall not substitute for actual proposal receipt by the **AWB**. Late proposals shall not be accepted nor shall additional time be granted to any potential **PROPOSER**. Submittal requirements are specified in Section 1.14.

1.10 **RFP Communications**

- 1.10.1 With the release of this RFP, all **PROPOSER** communications concerning this procurement must be directed to the RFP Coordinator. Unauthorized contact with the members of the **AWB** or the ANGEN Committee regarding the RFP may result in disqualification from this procurement process.

The RFP Coordinator is:

Eugene J. Akers, Ph.D.
Center for Advanced Technologies
400 South Union Street, Suite 335
Montgomery, AL 36104
AWB911.RFP@cat.aum.edu

- 1.10.2 All communications must be via E-mail to the RFP Coordinator. Any oral communications shall be considered unofficial and non-binding on the **AWB**.
- 1.10.3 Comments, including questions and requests for clarification, must cite the subject RFP number, the specific RFP section number, and associated page numbers. The RFP Coordinator must receive these requests via E-mail by the deadline specified in the Section 2, RFP Schedule of Events.
- 1.10.4 The **AWB** assumes no responsibility for delays or non-receipt or liability for any **PROPOSER** problems or errors (including but not limited to missing deadlines) that may arise due to temporary technical failure related to the website or E-mail transmission.
- 1.10.5 The **AWB** will respond to all questions via the **AWB** website, <http://www.angen.org> . Responses will be posted as specified in Section 2, RFP Schedule of Events and may constitute an amendment to the RFP. Therefore, responses to all communications as posted on the <http://www.angen.org> website will be considered the **ONLY** official and binding response from the **AWB**. The **AWB** reserves the right, at its sole discretion, to determine appropriate and adequate responses to comments, questions, and requests for clarification.
- 1.10.6 Any information other than provided by this RFP provided should be deemed for informational purposes only, and if a **PROPOSER** relies on said information it should either: (1) independently verify the information, or (2) obtain the **AWB'S** written consent to rely thereon.

1.11 **Required Review and Waiver of Objections by Proposers**

PROPOSERS shall carefully review this RFP and all attachments for comments, questions, defects, objections, or any other matter requiring clarification or correction (collectively called “Comments and Questions”). Comments concerning RFP objections must be made via E-mail and received by the RFP Coordinator no later than the Deadline for Written RFP Comments and Questions detailed in the Section 2, RFP Schedule of Events.

Protests based on any objection will be considered waived and invalid if these objections have not been brought to the attention of the **AWB** by the Deadline for Written RFP Comments and Questions.

1.12 **Oral Presentation**

The **AWB** reserves the right to request an oral presentation. The **AWB** shall not be liable for any costs associated with the presentation. This presentation shall show the capabilities of a **PROPOSER** to provide the SOLUTION as outlined in the **PROPOSER'S** proposal. These discussions could include requests for additional information, requests for cost or technical proposal revisions, etc. Additionally, in

conducting discussions, the **AWB** may use information derived from proposals submitted by competing **PROPOSERS** without disclosure of the identity of the other **PROPOSER**. Technical demonstrations may be used as part of the overall **PROPOSER** evaluation as defined in Section 7.1. The date and time for the Oral Presentation is a best estimate from the **AWB** as outlined in Section 2, RFP Schedule of Events.

1.13 Proposer Terms and Conditions

The Contract Terms and Conditions will be negotiated at the time of award between the **AWB** and the awarded **PROPOSER**. The RFP response and all supporting documentation by the awarded **PROPOSER** shall be included in the final Contract.

1.14 Proposal Submittal

1.14.1 **PROPOSERS** must submit one (1) signed and notarized original hardcopy proposal and one (1) softcopy CD of the entire proposal including attachments to the **AWB** in a sealed package and clearly marked:

“Proposal in Response to AWB911.RFP.08042010 Do Not Open”
Proposals not signed and notarized may be rejected.

The softcopy CD version of the Proposal must contain the following:

- a. One (1) complete copy of the Proposal including attachments in Adobe Acrobat PDF format
- b. One (1) complete copy of the Proposal including attachments in Microsoft Word 2003 or later format
- c. Each individual section or attachment of the RFP submitted in separate Microsoft Word 2003 or later formatted files labeled as follows:

AWB911.RFP.08042010_DocumentName_CompanyName

- d. Document Name must be one of the following:
 - FullProposal
 - ProposerQualificationsandExperience
 - TechnicalRequirements
 - CostProposal
 - Attachments

For example:

AWB911.RFP.08042010_FullProposal_XYZCompany.doc

- 1.14.2 Proposals must be submitted to the **AWB** by the date and time identified as the Deadline for Submitting Proposals in the Section 2, RFP Schedule of Events to the following address:

Center for Advanced Technologies
400 South Union Street, Suite 335
Montgomery, AL 36104
ATTENTION: AWB911.RFP.08042010

1.15 **Proposal Preparation Costs**

The **AWB** will not pay any costs associated with the preparation, submittal, or presentation of any proposal.

1.16 **Proposal Withdrawal**

Proposals may be withdrawn at any time during the process until the Deadline of Submitting Proposals as laid out in Section 2, Schedule of Events. The **PROPOSER** must submit an E-mail request, from an authorized representative, to the RFP Coordinator requesting the withdrawal. The **PROPOSER** may submit another proposal before the Deadline for Submitting Proposals. If the **PROPOSER** submits another proposal the **PROPOSER** must withdraw and resubmit the entire proposal.

1.17 **Proposal Amendment**

The **AWB** will not accept any amendments, revisions, or alterations to proposals after the Deadline for Submitting Proposals. If the **PROPOSER** needs to amend a previously submitted proposal, the **PROPOSER** must withdraw the entire proposal and submit the amended proposal before the Deadline for Submitting Proposals.

1.18 **Proposal Errors**

PROPOSERS are liable for all errors or omissions contained in their proposals. **PROPOSERS** shall not be allowed to alter proposal documents after the Deadline for Submitting Proposals. If a **PROPOSER** needs to change a previously submitted proposal, the **PROPOSER** must withdraw the entire proposal and submit the corrected proposal before the Deadline for Submitting Proposals.

1.19 **Incorrect Proposal Information**

If the **AWB** determines that a **PROPOSER** has provided incorrect information for consideration in the evaluation process or Contract negotiations, that proposal may be determined non-responsive, and if deemed non-responsive shall be rejected.

1.20 Conflict of Interest and Proposal Restrictions

- 1.20.1 By submitting a proposal, the **PROPOSER** certifies that no amount will be paid directly or indirectly to a State employee or official, or an **AWB** Board Member, or an ANGEN Committee member as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the **PROPOSER** in connection with the procurement under this RFP.
- 1.20.2 Notwithstanding this restriction, nothing in this RFP shall be construed to prohibit a State agency or other governmental entity from making a proposal, being considered for award, or being awarded a Contract under this RFP.
- 1.20.3 The **AWB** shall not Contract with an individual who is, or within the past twenty-four months has been, an employee of the State of Alabama (Section 36-25-13, Code of Alabama, 1975). An individual shall be deemed a State employee until such time as all salary, termination pay, and compensations representing annual or compensatory leave have been paid by the State. A Contract with a company in which controlling interest is held by a State employee shall be considered a Contract with said individual and shall be prohibited.

1.21 RFP Amendment and Cancellation

The **AWB** reserves the unilateral right to amend this RFP at any time. The **AWB** also reserves the right to cancel or reissue the RFP at its sole discretion. If an amendment is issued, it will be provided via the **AWB** website <http://www.angen.org> . **PROPOSER** shall respond to the final RFP and any exhibits, attachments, and amendments.

1.22 Right of Rejection

- 1.22.1 The **AWB** reserves the right, at its discretion, to reject any and all proposals or to cancel this RFP in its entirety.
- 1.22.2 Any proposal, which does not meet the requirements of this RFP, may be considered to be non-responsive, and if deemed non-responsive the proposal shall be rejected. **PROPOSER** must comply with all of the terms of this RFP and all applicable State laws and regulations. The **AWB** may reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFP.
- 1.22.3 **PROPOSERS** shall not restrict the rights of the **AWB** or otherwise qualify their proposals. If a **PROPOSER** does so, the **AWB** may determine the proposal to be a non-responsive counteroffer, and if deemed non-responsive the proposal shall be rejected.

1.23 Disclosure of Proposal Contents

1.23.1 Proposals and supporting documents are kept confidential until the evaluation process is complete and a **PROPOSER** has been selected. **PROPOSERS** should be aware that any information in a proposal may be subject to disclosure and/or reproduction under Alabama law. All disclosures of proposal information will be made in accordance with the standard procedures of the Alabama Department of Finance. Designation as Proprietary or Confidential may not protect any materials included within the Proposal from disclosure if required by law. **PROPOSER** should mark or otherwise designate any material that it feels is proprietary or otherwise confidential. **PROPOSER** shall also state any legal authority as to why that material should not be subject to public disclosure under Alabama open records laws and is marked as Proprietary Information. By way of illustration but not limitation, "Proprietary Information" includes trade secrets, inventions, mask works, ideas, processes, formulas, source and object codes, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs and techniques.

1.23.2 Information contained in the cost or price section may not be marked confidential.

1.23.3 **PROPOSERS** must be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event of a "right to know" (open records) request from another party.

Exceptions to public disclosure would be financial information submitted marked "Confidential" by a non-public **PROPOSER** company and proprietary information submitted by the **PROPOSER** that would only be disclosed under a mutual nondisclosure agreement between the **PROPOSER** and the **AWB**.

1.23.4 Failure to properly identify specific information as confidential shall relieve the **AWB** or State personnel from any responsibility if confidential information is viewed by the public or a competitor, or is in any way released. If the **PROPOSER** identifies its entire Proposal as confidential, the **AWB** may reject the Proposal as non-responsive.

1.24 Copyright Permission

By submitting a Proposal, the **PROPOSER** agrees that the **AWB** may copy the Proposal for purposes of facilitating the evaluation of the Proposal or to respond to requests for public records. By submitting a Proposal, the **PROPOSER** consents to such copying and warrants that such copying will not violate the rights of any third party. The **AWB** shall have the right to use ideas or adaptations of ideas that are presented in Proposals.

1.25 Licensure

Before a Contract pursuant to this RFP is signed, the **PROPOSER** must hold all necessary, applicable business and professional licenses to do business in the State of Alabama. The **AWB** may require any or all **PROPOSERS** to submit evidence of proper licensure.

1.26 Contract Performance Bond

The selected **PROPOSER** will be required to supply a certified check or a bond executed by a corporation authorized to Contract surety in the State of Alabama, payable to the Alabama Wireless Board, which shall be valid for the life of the Contract to include any renewal and/or extension periods. The amount of the certified check or bond must be ten percent (10%) of the Contract amount and must be provided to **AWB** within five (5) working days after execution of the Contract. The check or bond, will guarantee that the selected **PROPOSER** will faithfully perform all requirements, terms and conditions of the Contract. Failure to comply shall be grounds for forfeiture of the check or bond as liquidated damages. Amount of forfeiture will be determined by the **AWB** based on loss to the **AWB**. The bond or certified check will be returned when the service has been satisfactorily completed, as solely determined by the **AWB**, after termination or expiration of the Contract.

1.27 Nondiscrimination

No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the **AWB'S** contracted programs or activities on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Alabama State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of the Contract with the **AWB** or in the employment practices of the **AWB'S** contractors. Accordingly, a **PROPOSER** entering into a Contract with the **AWB** shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notice of nondiscrimination.

1.28 Certification of Independent Price Determination/Collusive Bidding

By submission of this proposal, the **PROPOSER** certifies, that he or she is the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or deceptive; that the **PROPOSER** has not directly or indirectly induced or solicited any other **PROPOSER** to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham proposal, or that

anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the **PROPOSER** or any other **PROPOSER**, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other **PROPOSER**, or to secure any advantage against the public body awarding the Contract of anyone interested in the proposed Contract; that all statements contained in the proposal are true; and further that the **PROPOSER** has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

2. RFP Schedule of Events

The following RFP Schedule of Events represents the **AWB'S** best estimate of the schedule that will be followed. Unless otherwise specified, the time of day for the following events will be between 8:00 a.m. and 5:00 p.m., Central Time.

The **AWB** reserves the right, at its discretion, to adjust this schedule as necessary. Notification of any adjustment to the Schedule of Events will be provided via <http://www.angen.org>.

Task	Event	Date
1	Public Notification of Intent to Propose to prospective PROPOSERS	06/25/2010 (Fri)
2	Issuance of RFP	11/01/2010 (Fri)
3	Deadline for Written RFP Comments and Questions	11/19/2010 (Mon)
4	Deadline for Submitting Number of Mandatory Proposer Conference Attendees	11/23/2010 (Tue)
4	Mandatory Proposer Conference Montgomery, AL	11/30/2010 (Tue) 9:00 am
5	Post Responses to Comments and Questions on RFP Website	12/13/2010 (Mon)
6	Deadline for Submitting Proposals	01/14/2011 (Fri) 12:00 noon
7	Oral Presentations for selected PROPOSERS	03/02/2011 (Wed)
8	RFP Evaluation Committee Final Recommendation to the Alabama Wireless Board	03/08/2011 (Tue)

3. Proposal Format and Content

3.1 General Format

3.1.1 The **AWB** discourages lengthy and costly proposals. Proposals shall be prepared simply and economically and provide a straightforward, concise description of the **PROPOSER'S** capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content.

3.1.2 **PROPOSERS** must respond to this RFP with a Proposal divided into three major sections. The Proposal must be divided into the following three sections: (1) Proposer Qualifications and Experience; (2) Technical Requirements; and (3) Cost Proposal. Each of these sections must reference the RFP sections to which the **PROPOSER** must respond.

3.1.3 No pricing information shall be included in any section responses and must only be included in the Cost Proposal section. Inclusion of Cost Proposal information in any other section may make the proposal non-responsive, and if deemed non-responsive the proposal shall be rejected.

3.1.4 The **PROPOSER** must structure its response in the same sequence, using the same labeling and numbering that appears in the RFP section in question. For example, the proposal would have a major section entitled "Proposer Qualifications and Experience." Within this section, the **PROPOSER** would include their response, addressing each of the numbered sections in sequence, as they appear in the RFP: i.e. 4.2.1, 4.2.2, 4.2.3, and so on. The response to each section shall be preceded by the section text of the RFP.

3.1.5 Use of Electronic Versions of this RFP

This RFP is available by electronic means on the **AWB** website. If accepted by such means, the **PROPOSER** acknowledges and accepts full responsibility to ensure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the **PROPOSER'S** possession and the version maintained by the **AWB**, the version maintained by the **AWB** shall govern.

- 3.1.6 Proposals must not contain extraneous information. All information presented in the proposal must be relevant in response to a requirement of this RFP, must be clearly labeled, and, if not incorporated into the body of the proposal itself, must be referenced to and from the appropriate place within the body of the proposal. Any information not meeting these criteria shall be deemed extraneous and shall in no way contribute to the evaluation process.
- 3.1.7 Proposals shall not include references to information located elsewhere, such as Internet websites. Information or materials presented by the **PROPOSER** outside the formal response or subsequent discussion/negotiation, if requested, will not be considered, and will have no bearing on any award.
- 3.1.8 Proposals must be prepared on standard 8 ½” x 11” paper. Foldouts containing charts, spreadsheets, and oversize exhibits are permissible. All responses, as well as any reference material presented, must be written in English.
- 3.1.9 All proposal pages must be numbered, and each of the three major Sections (Proposer Qualifications and Experience, Technical Requirements, and Cost Proposal) must be bound separately.
- 3.1.10 The first page of each major Section must be a dated cover sheet with an original ink signature of the person(s) legally authorized to bind the **PROPOSER** to the proposal. Proposals without signatures of persons legally authorized to bind the **PROPOSER** to the proposal may be rejected. The cover sheet must clearly identify the major section, and assigned RFP number. The cover sheet must also include the name of the contact person and contact information of the person authorized to act on behalf of the **PROPOSER** (do not number this page). In addition, the **PROPOSER** must also provide their Federal Employer Identification Number.
- 3.1.11 The cover sheet must be followed by the “Table of Contents”, which must list all sections, subsections, and page numbers.
- 3.1.12 The **PROPOSER** must respond with “ACKNOWLEDGE AND WILL COMPLY” to each section in the RFP that constitutes a “required” or “mandatory” requirement. “ACKNOWLEDGE” is appropriate when information is provided by the **AWB** and no action, agreement or compliance is required of the **PROPOSER**. If the **PROPOSER** cannot respond with “ACKNOWLEDGE AND WILL COMPLY” or “ACKNOWLEDGE,” then the **PROPOSER** must respond with “EXCEPTION.” (See Section 3.2 for additional instructions regarding exceptions.) Where a section asks a question or requests information, the **PROPOSER** must respond with the specific answer or information requested. In addition to the above, the **PROPOSER** must provide explicit details as to the manner and degree to which the proposal meets or exceeds each specification.

3.2 **Exceptions**

If a **PROPOSER** cannot comply with a requirement of the RFP, the **PROPOSER** must complete Attachment 8.1, Proposer Exceptions and include it as an attachment to the Proposer Qualifications and Experience Proposal. The **PROPOSER** must fill out a separate sheet for each exception.

3.3 **Non-Responsiveness**

Any proposal that does not meet the requirements and provide all required documentation may be considered non-responsive, and if deemed non-responsive the proposal shall be rejected.

4. Proposer Qualifications and Experience

The Proposer Qualifications and Experience section must be divided into the following:

- Cover Sheet
- Table of Contents
- Proposal Transmittal Letter
- Mandatory Proposer Qualifications
- Financial Stability
- General Proposer Qualifications and Experience
- Subcontractors
- Staffing

4.1 Proposal Transmittal Letter

- 4.1.1 The Proposal Transmittal Letter must be an offer of the proposal in the form of a standard business letter on business letterhead. The Proposal Transmittal Letter must reference and respond to the following subsections in sequence and include corresponding documentation as required. Following the cover sheet, the Transmittal Letter must be the first numbered page of the proposal.
- 4.1.2 The letter must be signed by a company officer empowered to bind the **PROPOSER** to the provisions of this RFP and any Contract awarded pursuant to it; if said company officer is not the company president, the letter must attach evidence showing authorization to bind the company. The Proposal Transmittal Letter must be properly signed and notarized or it may be rejected.
- 4.1.3 The letter must state that the proposal remains valid for at least one hundred and fifty (150) days subsequent to the Deadline for Submitting Proposals (Section 2, RFP Schedule of Events) and thereafter in accordance with any resulting Contract between the **PROPOSER** and the **AWB**.
- 4.1.4 The letter must provide the complete legal entity name and Federal Employer Identification Number of the firm making the proposal.
- 4.1.5 The letter must provide the name, physical location mailing address (a PO Box address is unacceptable), E-mail address, and telephone number of the person the **AWB** should contact regarding the proposal.

4.1.6 The letter must state whether the **PROPOSER** or any individual who will perform work under the Contract has a possible conflict of interest (i.e. employment by the State of Alabama) and, if so, must state the nature of that conflict. The **AWB** reserves the right to cancel an award if any interest disclosed from any source could either give the appearance of a conflict of interest or cause speculation as to the objectivity of the offer. Such determination regarding any questions of conflict of interest shall be solely within the discretion of the **AWB**.

4.1.7 The Letter must state unequivocal understanding of the general information presented in all Sections and agree with all requirements/conditions listed in the RFP. Any and all exceptions to mandatory requirements of the RFP must be defined in Attachment 8.1, Proposer Exceptions.

4.2 **Mandatory Proposer Qualifications**

4.2.1 The Mandatory Proposer Qualifications must reference and respond to the following subsections in sequence and include corresponding documentation as required.

4.2.2 **PROPOSER** must provide written confirmation that they comply with the provisions of this RFP, without exceptions unless otherwise noted. If **PROPOSER** fails to provide such confirmation, the **AWB**, at its sole discretion, may determine the proposal to be a non-responsive, and if deemed non-responsive the proposal shall be rejected.

4.2.3 The **PROPOSER** must provide written certification and assurance (use RFP Attachment 8.2, Certification of Compliance) of the compliance with the following:

- a. The laws of the State of Alabama;
- b. Title VI of the federal Civil Rights Act of 1964;
- c. The Equal Employment Opportunity Act and the regulations issued there under by the federal government;
- d. The Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government;
- e. The condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury;
- f. The condition that no amount will be paid directly or indirectly to an employee or official of the State of Alabama or **AWB** Board Member, or ANGEN Committee member as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the **PROPOSER** in connection with the procurement under this RFP; and
- g. The attestation that all workers to be employed under this Contract are either citizens of the United States or are in a proper and legal immigration status that authorizes them to be employed for pay within the United States.

- 4.2.4 *Act 2001-955* requires an Alabama Disclosure Statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000. **PROPOSERS** shall go to the URL http://www.ago.state.al.us/ag_items.cfm?item=70 to download a copy of the Alabama Disclosure Statement. The Alabama Disclosure Statement must be filled out and must be submitted with the proposal.
- 4.2.5 The **PROPOSER** shall sign and submit the Immigration Status Form as provided in Attachment 8.3.
- 4.2.6 The **PROPOSER** shall acknowledge and comply that the **PROPOSER** has a continuing obligation to disclose any change of circumstances that will affect its qualifications as a **PROPOSER**.

4.3 **Financial Stability**

Documentation of financial responsibility and stability; said documentation must include:

- 4.3.1 Written confirmation from the President, Chief Executive Officer, or Chief Financial Officer, indicating whether there are any material outstanding liabilities that may threaten the entity's ability to remain a going concern in calendar year's 2010-2011;
- 4.3.2 Documentation of the most recent credit rating determined by an accredited credit bureau, such as Dun and Bradstreet, Moody's, Standard and Poor's, etc., performed in calendar year 2009 or 2010;
- 4.3.3 A copy of a valid certificate of insurance indicating liability insurance in the amount of at least \$1,000,000 Dollars in calendar year 2010;
- 4.3.4 Written confirmation from the President, Chief Executive Officer, or Chief Financial Officer, that the **PROPOSER** shall provide a performance bond in accordance with the requirements of the RFP as described in Section 1.26;
- 4.3.5 The two (2) most recent independent audited financial statements (for fiscal year ended 2010, 2009, or 2008); compiled or reviewed financial statements will not be accepted;
- 4.3.6 The audited financial statements must be:
- a. Prepared under United States generally accepted accounting principles; and
 - b. Audited under United States generally accepted auditing standards.

And must include:

- a. The auditor's opinion letter;
- b. Financial statements; and
- c. The notes to the financial statements.

- 4.3.7 Written confirmation from the President, Chief Executive Officer, or Chief Financial Officer, indicating whether cash flows are positive or negative in the previous three month operating period, and, if the cash flows are negative for the most recent operating period, a detailed explanation of the factors contributing to the negative cash flows must be provided;
- 4.3.8 Written confirmation from the President, Chief Executive Officer, or Chief Financial Officer, indicating that the organization's Federal Income and Payroll Tax payments are current;
- 4.3.9 If the **PROPOSER** is subject to State of Alabama taxes, written confirmation from the President, Chief Executive Officer, or Chief Financial Officer indicating that the Alabama State income, payroll, and sales taxes are current; and
- 4.3.10 The **PROPOSER'S** financial resources profile using the format provided in RFP Attachment 8.4, Financial Resources Profile. The profile must contain the following information detailed as dollar amounts itemized with page references to the independently audited financial or Income Tax statements provided where the amounts may be confirmed:
- a. Cash;
 - b. Current assets;
 - c. Inventories;
 - d. Fixed assets;
 - e. Current liabilities; and
 - f. Long-term debt.
- 4.3.11 **PROPOSERS** must use the format provided in the Word document "Financial_Resources_Profile.doc." The submitted Word document must be named "Proposer_Name_Financial_Resources_Profile.doc" using the exact format as provided in the template "Financial_Resources_Profile.doc"
- 4.3.12 For subcontractors providing fifty percent (50%) or more of the scope of services, the Subcontractor is required to submit the same information as the **PROPOSER** defined in Section 4.5, Subcontractors. Subcontractor information must be submitted separately and clearly marked (hard copy and soft copy files) in accordance with Section 3.

4.4 **General Proposer Qualifications and Experience**

To evidence the **PROPOSER'S** experience in delivering services similar to those required by this RFP, the General Proposer Qualifications and Experience must reference and respond to the following subsections in sequence and include corresponding documentation as required.

4.4.1 Any proposal that does not provide responses and required documentation may be considered non-responsive, and if deemed non-responsive the proposal shall be rejected.

4.4.2 **PROPOSER** must provide the following:

- 4.4.2.1 A brief, descriptive statement indicating the **PROPOSER'S** credentials to deliver the services sought under this RFP;
- 4.4.2.2 A brief description of the **PROPOSER'S** background and organizational history;
- 4.4.2.3 Number of years in business;
- 4.4.2.4 A brief statement of how long the **PROPOSER** has been performing the services required by this RFP;
- 4.4.2.5 Location of offices;
- 4.4.2.6 A description of the number of employees and client base;
- 4.4.2.7 Whether there have been any mergers, acquisitions, or sales of the **PROPOSER** company within the last five years (if so, an explanation providing relevant details);
- 4.4.2.8 Form of business (i.e., A For-Profit Corporation / A Non-Profit Corporation / A Special Purpose Corporation Or Association / A Fraternal Or Patriotic Organization / A Partnership / A Limited Liability Company / *et cetera*);
- 4.4.2.9 A statement as to whether any **PROPOSER** or subcontractor employees to be assigned to this project have been convicted of, pled guilty to, or pled *nolo contendere* to any felony; and if so, an explanation providing relevant details;
- 4.4.2.10 A statement as to whether there is any pending litigation against the **PROPOSER**; and if such litigation exists, attach an opinion of counsel as to whether the pending litigation will impair the **PROPOSER'S** performance in a Contract under this RFP;
- 4.4.2.11 A statement as to whether, in the last ten years, the **PROPOSER** has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors; and if so, an explanation providing relevant details;
- 4.4.2.12 A statement as to whether the **PROPOSER** has ever been disqualified from competition for government contracts because of unsatisfactory performance on contracts; and if so, an explanation providing relevant details;

- 4.4.2.13 A statement of relevant corporate experience within the last five (5) years, including the experience of major subcontractors. The narrative in response to this factor must thoroughly describe the **PROPOSER'S** experience with providing the services sought under this RFP. In this Section, the **PROPOSER** shall also provide sample documents documenting the **PROPOSER'S** corporate experience.
- 4.4.2.14 A list, if any, of the most recent implemented IP based 9-1-1 call delivery systems the **PROPOSER** successfully put into operation. For each system, include:
- a. Client name, address, and telephone number.
 - b. Description of service provided.
 - c. A description of the **PROPOSER'S** roles and responsibilities.
 - d. A percentage value of the **PROPOSER'S** involvement in terms of cost of the total project.
 - e. Maximum number of staff on-site with the client (over entire period of client service).
 - f. Time period of the project and/or Contract. Must be stated in the form of "from-to" dates (e.g., "Jan. 08 -- March 10"). Do not state this as a length of time (e.g., "two years"), without start and end dates.
 - g. Client's contact reference name, E-mail address and telephone number; provide a primary and alternative contact for each client. The **PROPOSER** must verify the accuracy of this information (names, E-mail addresses and telephone numbers) within thirty (30) days prior to the "Deadline for Submitting a Proposal" date. If the **AWB** is unable to contact a reference after a reasonable effort, evaluation will proceed as if the reference were unfavorable.
 - h. Label the reference responses as follows: "Experience Reference # 1," followed by specific responses to 4.4.2.14.a through 4.4.2.14.g; etc.
- 4.4.2.15 A list, if any, of 5 most recent contractual relationships with other State and Local with similar scope and size the listing must include;
- a. Contract number;
 - b. Contract term;
 - c. Procuring State agency or Local entity and State;
 - d. Brief description of the services provided;
 - e. A description of the **PROPOSER'S** roles and responsibilities;
 - f. A percentage value of the **PROPOSER'S** involvement in terms of cost of the total project; and
 - g. State contact name, telephone number, and E-mail for each reference.

4.5 Subcontractors

4.5.1 A statement whether the **PROPOSER** intends to use subcontractors, if so, the **PROPOSER** must complete the subcontractor Information Data Sheet for each proposed subcontractor as provided in this RFP in Attachment 8.5. (Note: Before Contract award such subcontractors must be approved by the **AWB**);

4.5.2 References

For each subcontractor listed in Section 4.5.1, the **PROPOSER** shall provide a minimum of three (3) references for the subcontractor. At least one reference must be for a project of similar size and scope for which the subcontractor has provided products or services similar to those proposed. The **AWB** may contact these references to verify the subcontractor's ability to perform the Contract. The **AWB** reserves the right to use any information or additional references deemed necessary to establish the ability of the subcontractor to perform the conditions of the Contract.

4.5.3 For each subcontractor Client Reference, the **PROPOSER** must submit a Subcontractor Client References Data Sheet as provided in Attachment 8.6 (referencing the subsections in sequence).

4.5.4 Other State Contract Experience

For each subcontractor listed in Section 4.5.1, the **PROPOSER** shall provide a list, if any, of 3 most recent contractual relationships with other State or Local entities and all those completed within the five-year period preceding the date of the RFP.

4.5.5 The listing shall include (referencing the subsections in sequence):

- a. Contract number;
- b. Time period of the project and/or Contract;
- c. Procuring State agency or Local entity and State;
- d. Project description;
- e. Description of subcontractor's project role;
- f. Total Contract dollars awarded to subcontractor;
- g. Projected cost and actual cost of the project;
- h. Maximum number of subcontractor staff assigned to project at one time;
- i. List of any subcontractor-supplied staff who worked on the project and are also expected to be assigned to the proposed project, which includes their names, their roles in the referenced project, and start and end dates of their individual involvement; and
- j. State contact name, telephone number, and E-mail address for each reference.

4.6 Staffing

4.6.1 Project Organization Chart

The **PROPOSER** shall provide a project organization chart that, at a minimum, identifies each key position. Personnel occupying key positions must be dedicated full-time to the project unless otherwise indicated. The **AWB** reserves the right to interview and approve the individuals assigned to those positions, as well as to approve any later reassignment or replacement, although such approval will not be unreasonably withheld. For each position shown in the project organizational chart, the following must be provided (referencing the subsections in sequence):

- a. Title;
- b. Designation as a Key or Non-Key position. The Project Manager and individuals leading teams would be Key. Senior technical positions will also be Key and any other positions where the sudden departure of the incumbent would affect the team's ability to stay on schedule;
- c. Description of project role and responsibilities;
- d. Percentage of time to be assigned; and
- e. Percentage of time to be spent in State of Alabama.

4.6.2 Key Positions

4.6.2.1 At a minimum, the Key Positions must include a Project Manager and a Project Engineer. The Project Manager must be located and operate within the State of Alabama through the duration of the project implementation and final acceptance.

4.6.2.2 For each position designated as a Key position, the **PROPOSER** shall provide:

- a. Name of the individual proposed to that position;
- b. Completed Key Position Resume Sheet for each individual as provided in Attachment 8.7 (a Sample Key Position Resume Sheet is provided in Section 8.8);
- c. Résumé detailing the individual's experience and proposed role in this project;
- d. Designation of the individual as a Contract employee (compensation paid by an organization other than the **PROPOSER** submitting this proposal) or staff (compensation paid by the **PROPOSER** submitting this proposal); and
- e. Two references, listing project description, individual role, dates of assignment, and primary and secondary contact name, title, telephone number, and E-mail address.

4.6.3 In-State Staff Sizing

The **PROPOSER** must provide the maximum number of staff expected to operate within the State for more than ad hoc work.

4.6.4 Staffing Time

The **PROPOSER** shall indicate the normal time required to start work after a Contract is awarded and provide assurances as to the availability of staff for Key positions within that timeframe. The **PROPOSER** must also indicate the normal timeframe for filling Non-Key positions.

4.6.5 Employment Certification

By submission of this information, the **PROPOSER** is certifying that the individuals submitted are currently employed within the **PROPOSER** organization or have been contacted by the **PROPOSER** and have agreed to join the **PROPOSER** organization upon Contract award. **AWB** reserves the right to contact and/or interview submitted personnel prior to Contract award, and the **AWB** reserves the right to approve or reject such personnel.

5. Technical Requirements

5.1 Overview

The Alabama Wireless Board is administering a grant received by the Alabama Department of Homeland Security to implement an IP based 9-1-1 call delivery system. The SOLUTION will at least be comprised of broadband IP connectivity to Public Safety Answering Points (PSAPs), a back-haul / backbone network, and the services, software, hardware, databases, etc to accept 9-1-1 calls from wireless (cellular), traditional wired, VoIP, and other Telecommunications Service Providers (TSPs) and deliver them to the proper PSAPs.

The National Emergency Number Association (NENA) is developing NG9-1-1 test programs and we expect ANGEN will be one of the field test platforms. ANGEN will offer a mix of IP and Legacy PSAPs and a real-world environment in which to run tests and proof of concept trials.

Services as used in this specification may include hardware, software, professional services or a combination of two or more to provide the desired outcome.

Terms use the NENA Master Glossary of 9-1-1 Terminology – Version 13a June 3, 2010 <http://www.nena.org/standards/master-glossary> unless otherwise specified or established in context.

5.2 IP Network

The Alabama Supercomputer Authority (ASA) will provision the Emergency Services IP network (ESInet) to each end-point PSAP or city/county IP network as specified by the local Emergency Communications Districts (ECDs). A minimum of a T1 circuit will be provisioned and 10Mbs may be provisioned where available. It is expected that many PSAPs will eventually provision two IP connections, especially as wired Telecommunications Service Providers (TSPs) migrate to **AWB**.

ASA will provide a redundant and diverse back-haul / backbone network with no single point of failure. **PROPOSERS** will locate equipment in facilities that are part of the core ANGEN network at no cost to the **PROPOSER**. (Hosting expenses will be reimbursed by the ECDs as part of network expenses to ASA.)

5.3 E9-1-1 System Service Provider (E9-1-1SSP or SSP)

This request for proposal is to identify an E9-1-1 System Service Provider (SSP) to provide systems, services, and support necessary to enable 9-1-1 calling for approximately 100 Public Safety Answering Points (PSAPs) throughout Alabama. The services provided by an SSP include but are not limited to:

- A method of interconnection for Telecommunications Service Providers (TSPs) including but not limited to wireline, wireless, and VoIP carriers.
- A method and mechanism for routing a 9-1-1 call to the proper Public Safety Answering Point (PSAP) with no degradation in service regardless of the technology used to originate the call.
- A method and mechanism to connect the ANGEN IP network to Legacy PSAPs. Commonly referred to as a Legacy PSAP Gateway (LPG)
- A method and mechanism to accommodate a mix of Legacy and IP PSAPs. We expect that it may be several years before all PSAPs convert to IP capable call-taking equipment.
- A method and mechanism to provide accurate location information for a 9-1-1 caller and deliver same to the PSAPs in a standard format.
- Training of ECD/PSAP personnel to use the SOLUTION.
- On-going maintenance and technical support.
- Staffing and operation of the SOLUTION if the service model is selected.

5.4 Standards Compliance

PROPOSERS must certify that their solution meets or exceeds the NENA i3 / NG9-1-1 standards.

5.5 NG9-1-1 Migration

5.5.1 **PROPOSERS** must describe their plan to migrate the IP9-1-1 solution proposed to a NG9-1-1 system as the standards for such are developed. A timeline for availability after standards are developed as described must be included.

5.5.2 **PROPOSERS** must include a statement of intent relative to using NENA i3 standards for NG9-1-1.

5.6 Legal / Regulatory Issues

PROPOSERS must certify that they understand the legal and regulatory environment in Alabama and must make note of any barriers to implementation of their solution.

5.7 Design Considerations

PROPOSERS should propose innovative solutions that improve the delivery of 9-1-1 service to the citizens and position Alabama to migrate to NG9-1-1. It is expected that one of the major improvements will be improved redundancy and diversity within the network, services and components. The SOLUTION proposed must not have a single point of failure with the exception of isolating a PSAP, the high-level services such as routing and database must be redundant and diverse. **PROPOSERS** must describe in detail how the solution mitigates service interruptions and responds to any **PROPOSER** provided equipment/service failure or IP network related isolations or failures. (ASA provides redundant and diverse connectivity between data centers and within the backbone network.) The Alabama Supercomputer Authority (ASA) operates one Network Operations Center in Alabama, and space will be obtained in at least one other facility located in the core ANGEN network selected in conjunction with the **PROPOSER** during Contract negotiations. As these facilities are part of the ASA network, there are no connectivity costs or risks of outages due to network interruptions between ANGEN and the **PROPOSER**'s equipment. A tertiary level of redundancy in the solution is desired, and **PROPOSERS** may utilize equipment in a facility not located in ANGEN to provide this functionality.

- 5.7.1 **PROPOSERS** must use industry standard components and open-source software when possible. The primary application interfaces and core functions may be proprietary. The **PROPOSER** is required to provide an ongoing patch/update/bug fixes management plan for the duration of the Contract to maintain a proper security and functionality posture, and **PROPOSER** must explain the methodology to be used, frequency, and impact to any system(s).
- 5.7.2 The **PROPOSER** must provide network security /anti-virus measures for threats from originating TSP networks and within the network to protect core services. ASA will provide general network security. **PROPOSERS** must describe in detail the security measures taken and any special accommodations needed from ASA to achieve the full benefit.
- 5.7.3 Physical Requirements – **PROPOSERS** must specify the number of watts and the Units of rack space required in ASA facilities. Include additional Units and watts, if any, for options.

5.8 Telecommunications Service Provider (TSP) Interconnect

ASA has facilities at “56 Marietta”, a carrier hotel in Atlanta, Georgia, and redundant network connections back to the core **AWB** network. In an effort to reduce costs, we expect to cross connect with many TSPs there as they should already have connectivity to this facility. **AWB** expects to pay the interconnection costs.

To provide redundancy with each TSP we expect they will have at least two connections to **AWB**. Either or both may be shared connections through an aggregator/service provider.

TSPs may deliver their 9-1-1 calls to ANGEN via an Aggregator which is defined by NENA as; *An entity that takes calls of multiple traffic types or calls from multiple carriers and combines them on a trunk group to the selective router. A carrier may provide aggregation functions for their own network, or an entity can provide aggregator services for their clients.*

5.9 Implementation Plan

This outline is provided to convey a general desire and intent, and **PROPOSERS** may propose alternate plans or modifications to best implement their solution. The **PROPOSER** will obtain connectivity to each Enhanced 9-1-1 Control Office (Tandem). Five (5) are operated by AT&T and two (2) by CenturyLink. The **PROPOSER** will enable their routing solution and complete testing. Wireless carriers will begin routing their calls to ANGEN which will be delivered to the existing Tandems and then to PSAPs via the existing CAMA network. The Alabama Supercomputer Authority will have begun work to connect PSAPs via IP in coordination with a timetable agreed to in Contract negotiations. Since it is not practical to flash cut 100+ PSAPs – **PROPOSERS** must provide a detailed description of their plan and time-line to migrate PSAPs to receiving calls via IP using ANGEN rather than the existing network. Many PSAPs will not have IP/SIP capable equipment and the **PROPOSER** must describe their solution for connecting legacy PSAPs to the ANGEN IP network. Ten (10) PSAPs have indicated they do not intend to participate in ANGEN, so there will be a number of calls routed to the Tandem(s) serving those PSAPs.

5.10 Training

The **PROPOSER** will provide six (6) PSAP Administrator training sessions distributed geographically at designated facilities on the ANGEN network. The facilities will be provided by **AWB**, and the **PROPOSER** will be responsible for all costs related to providing trainers to include travel, lodging, meals, etc. This initial training must be conducted by an on-site instructor(s).

We expect approximately one hundred (100) attendees total, and attendees will bring a laptop or **AWB** will furnish a PC. The facilities furnished by **AWB** will be typical computer training classrooms with overhead projectors and broadband connections to ANGEN. **PROPOSER** must describe any additional instructional needs.

- 5.10.1 Describe the training program(s) to include a detailed agenda and the number of classroom hours required.
- 5.10.2 Describe the options for training database administrators in the future. On-Line self directed, Instructor led web based, on-site in person, etc. Each option must be priced in Attachment 8.11 – Additional Training Options as part of the Cost Proposal.

5.11 Features and Functions

- 5.11.1 **PROPOSERS** must respond to each feature or function as to their compliance and may offer a description if the means of achieving the functionality is unique or brings extra value. **PROPOSERS** may be asked for a demonstration of software interfaces to assist in evaluating the ease of use and intuitiveness of applications. The ease of use is a critical evaluation point as many PSAPs do not have dedicated database / GIS maintenance personnel.
- 5.11.2 Selective Routing (SR) – The SOLUTION must have a method and process to route 9-1-1 calls via tabular databases.
- 5.11.3 A method and process to route via point in polygon is required.
- 5.11.4 The SOLUTION must provide a means and method for a PSAP to selectively transfer a call to another PSAP via the ANGEN or via the legacy network. **PROPOSERS** must describe in detail how this functionality will be achieved.
- 5.11.5 The SOLUTION must provide the functional equivalent of what is referred to as a “Tandem Transfer” using the equivalent of “Star Codes”. This is a method and means whereby call-taking equipment receiving a 9-1-1 call can signal the SR to conference in another PSAP by sending a unique routing transfer code. In today’s environment, a *xx is sent. (*12) The **PROPOSER** must describe in detail how this functionality is achieved.
- 5.11.6 The SOLUTION must provide a method and means for the Selective Routing function to receive and be updated by additions, edits, and/or deletes made to the MSAG, routing tables or GIS layers.
- 5.11.7 **PROPOSERS** must describe in detail the workflow for new/updated routing information to be loaded into the SR. Of particular interest is the time delay from a PSAP Authority submitting a valid change and this change taking affect in the SR.
- 5.11.8 The SOLUTION shall provide a means to set a limit for the number of simultaneous 9-1-1 calls received at each PSAP. **PROPOSERS** must describe in detail how their SOLUTION achieves this functionality and what option(s) are available for re-routing calls in excess of the limit established.

The maximum call threshold must be configurable per individual PSAP.

- 5.11.9 The SOLUTION must provide what is commonly called default routing – a means to route calls that fail to transmit ANI or other data elements needed to route using normal means. **PROPOSERS** must describe in detail how their solution will provide default routing.
- 5.11.10 The SOLUTION must provide what is commonly called alternate routing – a means by which a call is routed to a secondary PSAP if the primary PSAP is unavailable for any reason. **PROPOSERS** must describe in detail how their solution facilitates alternate routing in general and specifically in the event of:
- a. PSAP evacuation or physical failure;
 - b. Network failure to a PSAP;
 - c. Overload situation at a PSAP – defined number of calls is exceeded; and
 - d. Temporary re-route due to incident or event affecting a PSAP or group of PSAPs.
- 5.11.11 It is desired that the SOLUTION provides a means to route calls using business rules to include but not be limited to; time of day, day of week, holidays, special event schedules, reduced staffing, and other factors to accommodate PSAP availability. If the solution offers this functionality, **PROPOSERS** must describe in detail how it is configured and implemented.
- 5.11.12 The SOLUTION must provide a means and method to route calls to a 10-digit administrative number designated by the PSAP Authority as an option for their alternate routing plans.
- 5.11.13 It is desired that the SOLUTION allows 9-1-1 Authorities to block phones used maliciously and/or in an attempt to interrupt the delivery of 9-1-1 service. If the solution offers this option, **PROPOSERS** must describe in detail how this function is implemented and the options for signaling/messaging back to the blocked phone.
- 5.11.14 The solution must provide service to 9-1-1 callers using assistive devices such as TTY and must facilitate use of relay services. **PROPOSERS** must describe in detail how their solution achieves this functionality.
- 5.11.15 ALI Database – The number of ALI records associated with wired telephones is decreasing in Alabama, as is true in most jurisdictions. It is also expected that ALI as known today will not be a component in the NG9-1-1 system. The SOLUTION proposed must be capable of handling:
- 3,000,000 static records associated with wired phones
 - 1,000,000 – Pseudo Automatic Number Identification – pANI records
 - 4,000,000 9-1-1 calls per year (2,600,000 wireless = more than 1 bid each)

- 5.11.16 The SOLUTION must provide a means and method for accommodating PSAPs with legacy 9-1-1 controllers that used ALI circuits to retrieve ALI as well as IP/ SIP PSAPs.
- 5.11.17 The SOLUTION must offer a means and method for transmitting ALI and other data elements in a SIP header using an XML schema and via traditional ALI bid/response.
- 5.11.18 The SOLUTION must provide a means and method for interfacing with position determination providers that serve wireless, VoIP, and other TSPs. **PROPOSERS** must describe in detail how their SOLUTION provides this functionality.
- 5.11.19 Multi-Line Telephone System (MLTS) ALI –Allows MLTS owner/operators to load ALI records into the ANGEN ALI database to provide more precise locations for extensions. A major user of this capability would be schools; they would load extensions to display the phone’s physical location in addition to the school’s address when a 9-1-1 call is placed.

PROPOSERS must describe in detail how their SOLUTION implements MLTS ALI .

PROPOSERS must list any costs incurred for software, licenses, access, etc by MLTS operators as part of the Cost Proposal in Section 6.

- 5.11.20 The SOLUTION must make available to PSAPs all data elements provided by wireless TSPs per NENA Wireless (Pre-XML) Static and Dynamic ALI Data Content Technical Information Document

<http://www.nena.org/standards/technical/data/wireless-ali-data-content>

PROPOSERS must specifically address their ability to provide the following fields:

- a. LDT Confidence or Uncertainty Factor;
 - b. LDT Confidence Percentage;
 - c. Updated Location Indicator; and
 - d. Handset Indicator.
- 5.11.21 MSAG Database Maintenance – **PROPOSERS** must describe in detail the management tasks facilitated by their solution and how TSPs and PSAP Administrators will interact with the SOLUTION. It is desired that the SOLUTION use web-based applications with no client software, other than a web browser, on user workstations.

PROPOSERS must describe the workflow for the following functions and any others essential for the effective use of the solution proposed:

- a. Submitting an address correction for a TSP customer;
- b. Validating service order (SO) activity from TSPs for MSAG validity;

- c. How SO errors will be reported to the TSP and local 9-1-1 authority;
 - d. Entering a MSAG record for a new road ;
 - e. Editing an existing road (extend a range or change a name); and
 - f. Changing the PSAP routing for an existing cell phone tower/tower face.
- 5.11.22 The **PROPOSER** must describe how the solution offers validation to specific addresses in addition to MSAG Ranges, if any. If address validity matching is an option, the **PROPOSER** must describe the process for loading address tables from ECDs.
- 5.11.23 The SOLUTION must provide a means and method for TSPs to access the MSAG. **PROPOSERS** must describe in detail how their solution provides this functionality.
- 5.11.24 The SOLUTION must provide a means and method for TSPs to upload Service Order Input (SOI) files. **PROPOSERS** must describe in detail how their solution implements this functionality.
- 5.11.25 Include as part of the Cost Proposal any costs incurred by TSPs for software, licenses, access, etc. required to use the proposed SOLUTION.
- 5.11.26 This SOLUTION will serve at approximately 100 PSAPs managed by 78 Emergency Communications Districts. A system to assign Emergency Service Numbers (ESN) to Emergency Service Zones (ESZ) and other such numbers will be of critical importance. **PROPOSERS** must describe in detail the options for ESN number assignment and the limits in their SOLUTION.
- 5.11.27 The SOLUTION must have at least three (3) fields to contain English language translations of the Law Enforcement, Fire, and Emergency Medical providers for each ESN. It is desired to have more than three fields available, and **PROPOSERS** with additional options for ESN configurations must describe them in detail.
- 5.11.28 It is desired that the SOLUTION provide fields in the ALI record for delivering post office name and an optional community name if loaded and maintained by the PSAP authority. **PROPOSERS** must describe how their solution provides fields in the ALI record for delivering post office name and an optional community name.

5.12 General Features and Functions

5.12.1 It is desired that the SOLUTION provides interoperability with other N-1-1 services to facilitate transferring callers between these services. For example, a caller to 9-1-1 needs shelter information after a hurricane and an N-1-1 service is established for that purpose.

PROPOSERS must describe how their solution facilitates transferring calls to and from other VoIP based phone networks.

5.12.2 The SOLUTION must provide time synchronization of all **PROPOSER** supplied hardware and software with a time service / server designated by the Alabama Supercomputer Authority (ASA).

The SOLUTION must maintain time synchronization within 10 milliseconds (1/100 s).

5.12.3 Management Information System – The SOLUTION must provide detailed reports to measure system activity and a search capability sufficient to locate each instance of a given phone number placing a call during a given time period.

- a. **PROPOSERS** must describe in detail the reports, dashboards, or other similar tools used by system administrators.
- b. User logins must allow for multiple levels of access to standard reports. For example technical staff may review statistical information needed to manage the SOLUTION but may not see information that would identify specific 9-1-1-callers.
- c. The SOLUTION must store call detail records in an ODBC compliant database that may be accessed via third party reporting tools for ad-hoc reports.
- d. Of particular interest is a report of calls that are transferred to help identify potential routing changes.

5.13 Interim / Transitional NG9-1-1 services

PROPOSERS must describe how they, or indicate they do not, provide the following interim / transitional NG9-1-1 type features and functions. **PROPOSERS** who offer features and functions not listed should include them in the response.

5.13.1 Routing calls using a “Location to Service Translation Protocol” (LoST)
For example – routing wireless calls by the caller’s location when available, defaulting to tower/face fixed routing when location is not available.

5.13.2 Telematics, Alarm Companies, other data sources
Describe how, if at all, your solution brings data providers into the network making enhanced data available to PSAPs.

5.13.3 Alternate Access to 9-1-1

Text messages to 9-1-1 have received much press and interest from the public. Please describe how your solution handles this and/or other alternative means for 9-1-1 access.

5.14 Acceptance Testing Plan

PROPOSER must describe in detail the Acceptance Testing Plan. **AWB** reserves the right to adjust the Acceptance Testing Plan as necessary.

5.15 Service Level

5.15.1 The **PROPOSER** shall provide an overall problem management program for the SOLUTION.

5.15.2 The **PROPOSER** shall provide its service level definitions in the following areas:

- Availability – defined as the percentage of time that network services are available.
- Performance – defined by performance metrics including latency, jitter, and packet delivery.
- Mean Time to Repair (MTTR) – defined as the mean time to restore service in the event of a service disruption based on monthly calculation.

5.15.3 **PROPOSERS** must define their minimum service level for each definition and how they will be calculated.

5.15.4 **PROPOSERS** must define their prioritization approach to a problem and the expected initial response time and resolution times for each category of problem.

5.15.5 **PROPOSERS** must define their service support hours.

5.15.6 **PROPOSERS** must define their service level reporting capability and strategy for handling trouble tickets.

5.16 Options

Any features or functions offered in addition to the required services/features must have their associated cost, if any, detailed in attachment 8.12, Cost Proposal Template III - Optional Features of the Cost Proposal. If a feature is described and is not priced as an option, the **PROPOSER** intends that the feature is included at the base price.

6. Cost Proposal

- 6.1 The Cost Proposal will be used as the primary representation of the **PROPOSER's** cost / price, and will be used extensively during proposal evaluation. Additional information should be included as necessary to explain in detail the **PROPOSER's** cost / price.
- 6.2 The **AWB** will only accept firm and fixed cost proposals for this project.
- 6.3 Pricing is to be the best and final price. Negotiations over options and design considerations will be made with the selected **PROPOSER** to reach a final Contract price.
- 6.4 **PROPOSERS** must submit pricing for their SOLUTION to be delivered as a full-service model, including the staffing of maintenance and administrative positions for on-going operation. If the **PROPOSER** proposes to provide staffing, a description of the positions, their pay ranges, and the primary work location must be included.
- 6.5 The **AWB** desires to evaluate an alternative solution where the **AWB** intends to provide staffing for on-going operations. Therefore, the **AWB** is requesting that each **PROPOSER** provides an alternative Cost Proposal to include the hardware, software, training, and technical support needed to implement the SOLUTION without staffing on-going operations. The **AWB** will score each Cost Proposal independently of each other. These independent Cost Proposal scores will then be used as part of the overall composite score for both alternative proposals by the **PROPOSER**.
- 6.6 **PROPOSERS** must use the Cost Proposal Templates I - III to submit proposed costs for both Cost Proposals.
- 6.7 The **PROPOSER** must include all expenses, including travel and lodging, when preparing their Cost Proposals.
- 6.8 **PROPOSERS** must submit a separate bid for each Cost Proposal with a cover sheet clearly marked as either "Cost Proposal 1 – Full-Service Model" or "Cost Proposal 2 – **AWB**-Staffed Model." Cost Proposal 2 is not mandatory; however, a **PROPOSER** must still submit a clearly marked "Cost Proposal 2 – **AWB**-Staffed Model" proposal on standard business letterhead clearly marked "NO BID" and signed as defined in Section 3.1.

7. Evaluation and Proposer Selection

7.1 Proposal Evaluation Categories and Weights

The categories to be considered in the evaluation of proposals are shown below. Each category shall be weighted as follows, and one hundred (100) points is the maximum total number of points that shall be awarded to a proposal:

Proposer Qualifications and Experience	20
Technical Proposal	35
Cost Proposal	25
Oral Presentation / Technical Demonstration	20

7.2 Proposal Evaluation Process

- 7.2.1 The evaluation process is designed to award the Contract to the **PROPOSER** with the best combination of attributes based upon the RFP requirements and evaluation criteria that constitutes “best value” for the **AWB**. The purpose of the RFP process is to determine the best IP based 9-1-1 call delivery system.
- 7.2.2 The RFP Coordinator will coordinate the proposal evaluation process and maintain proposal evaluation records. A RFP Evaluation Committee, consisting of a broad base of experts in the telecommunications community, will be responsible for evaluating proposals.
- 7.2.3 All proposals will be initially reviewed by the RFP Coordinator to determine compliance with basic proposal requirements as specified in the RFP. If the RFP Coordinator determines that a proposal may be missing one or more such requirements, the RFP Evaluation Committee shall review the proposal to determine:
- that the proposal meets requirements for further evaluation;
 - that the **AWB** shall request further clarification(s) or corrections; or
 - that the **AWB** shall determine the proposal non-responsive and reject it.

7.2.4 The proposal evaluation process will be accomplished as follows:

The RFP Evaluation Committee shall evaluate responsive proposals. Each evaluator will score the Proposer Qualifications and Experience and the Technical Requirements of each **PROPOSER**. The RFP Coordinator will compute the final score for each proposal by the **PROPOSER**. The RFP Coordinator will then score both Cost Proposals and compute the overall score for each **PROPOSER** for each proposal. Each **PROPOSER** will have two (2) composite scores depending upon each Cost Proposal. The evaluation scoring shall use the pre-established criteria and weights set out in this RFP.

7.2.5 The **AWB** reserves the right, at its sole discretion, to request clarifications with any or all **PROPOSERS**. The purpose of any such clarifications will be to ensure full understanding of the proposal. Clarifications will be limited to specific sections of the proposal identified by the **AWB**. If clarifications are made, the **PROPOSER** shall put such clarifications in writing.

7.3 **Contract Award Process**

7.3.1 The RFP Coordinator will present the results from the proposal evaluation process to the RFP Evaluation Committee; the RFP Evaluation Committee will present their recommendations to the Alabama Wireless 9-1-1 Board which will make a final decision on entering into Contract negotiations with the recommended **PROPOSER**.

7.3.2 The **AWB** reserves the right to make an award without further discussion of any proposal submitted. There will be no best and final offer procedure by the **AWB** among the **PROPOSERS**. Therefore, each proposal should be initially submitted on the most favorable terms the **PROPOSER** can offer.

7.3.3 After the evaluation of proposals and final consideration of all pertinent information available, the **AWB** shall issue an Evaluation Notice to all **PROPOSERS**. The notice will identify the apparent best-evaluated **PROPOSER**. The notice will not create rights, interests, or claims of entitlement in the apparent best-evaluated **PROPOSER** or any **PROPOSER**.

7.3.4 The RFP files will be made available for public inspection upon request to the RFP Coordinator after final Contract award. Requestors will not be provided any information marked as "Confidential" submitted by the **PROPOSERS** as defined by Section 1.23.

7.3.5 If a **PROPOSER** fails to sign and return the Contract drawn pursuant to this RFP and the final Contract negotiations within fourteen (14) days of its delivery to the **PROPOSER**, the **AWB** shall determine, at its sole discretion, that the **PROPOSER** is non-responsive to the terms of this RFP, reject the proposal, and open final Contract negotiations with the next best-evaluated **PROPOSER**.

PROPOSER must provide the performance bond to the **AWB** within five (5) working days of the final executed Contract.

7.3.6 Contract award shall be subject to the Contract approval of all appropriate State officials in accordance with applicable state laws and regulations.

8. Attachments

8.1 Proposer Exceptions

Proposer Organization: _____ Date: _____

Authorized Signature: _____

Signer Name: _____ Title: _____

Exception ID ¹
Exception to ²
Scope of Exception
Ramifications for the AWB
Benefits and Disadvantages to be incurred by the AWB

¹ Exceptions must be numbered in order as they occur within the RFP starting at 1

² **PROPOSER** must fill this form for each exception separately

8.2 Certification of Compliance

Proposer Organization Name

By indication of the authorized signature below, the **PROPOSER** does hereby make certification and assurance of the **PROPOSER'S** compliance with:

1. the laws of the State of Alabama;
2. Title VI of the Civil Rights Act of 1964;
3. the Equal Employment Opportunity Act and the regulations issued there under by the federal government;
4. the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government;
5. the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury;
6. the condition that no amount shall be paid directly or indirectly to an employee or official of the State of Alabama as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the **PROPOSER** in connection with the procurement under this RFP;
7. the condition that if selected workmen's compensation insurance will be provided as required by the laws of Alabama;
8. the State of Alabama Proposer Disclosure form;
9. the Alabama Computer Access, Security, Privacy, and Code of Conduct; and
10. other terms and conditions as described in the Attachments as they apply.

Proposer Name, Authorized Signature, Title, and Date

8.3 Immigration Status Form

I hereby attest that all workers on this project are either citizens of the United States or are in a proper and legal immigration status that authorizes them to be employed for pay within the United States.

Proposer Signature

Witness

8.4 Financial Resources Profile

Proposer Organization: _____ Date: _____

Authorized Signature: _____

Signer Name: _____ Title: _____

Complete the following table from the Independently Audited Financial Statement (if available) or Tax Returns (if no Independently Audited Financial Statements are available). Attach the source documents to this sheet.

FINANCIAL RESOURCE DOCUMENTATION	AMOUNT	FINANCIAL STMT OR TAX RETURN REFERENCE PAGE ³
CASH		
MARKETABLE SECURITIES		
ACCOUNTS RECIEVABLE		
INVENTORY (cash value of inventories)		
OTHER CURRENT ASSETS: _____		
TOTAL CURRENT ASSETS: (add lines 1 though 5)		
FIXED ASSETS (plant and equipment less depreciation)		
ACCOUNTS PAYABLE		
SHORT-TERM NOTES PAYABLE		
CURRENT MATURITIES OF LONG-TERM DEBT		
ACCRUED INCOME TAXES		
OTHER ACCRUED EXPENSES & WAGES: _____		
TOTAL CURRENT LIABILITIES: (add lines 8 though 12)		
LONG-TERM DEBT		
RETAINED EARNINGS		

If an amount is zero, enter zero. Do not leave a cell blank. This Financial Resources Profile must be submitted in both hard copy and electronic forms. See the RFP web site for the corresponding Word document, Financial_Resources_Profile.docx.

³ References to independently audited financial statement or tax forms pages where the subject amount may be confirmed. The amounts should be highlighted on the referenced page.

8.5 Subcontractor Information Data Sheet

1. Subcontracting firm name;	
2. Complete address;	
2. Number of employees;	
3. Client Base;	
4. Any mergers, acquisitions, or sales within the last ten years;	
5. Form of business (e.g. individual, sole proprietor, corporations, non-profit corporation, limited liability company, etc.);	
6. Project tasks to be conducted by the subcontractor;	
7. Percentage of total project and task-specific work the subcontractor will be providing and if any work will be outsourced outside of the USA;	
8. Written statement signed by the subcontractor that clearly verifies that the subcontractor is committed to render the services required by the Contract; that it is aware of the prequalification to do business in the State of Alabama specified in Section 1.24; and that it is not disqualified to do business with the State of Alabama.	
9. Method of monitoring subcontractor's progress on deliverables	

8.6 Subcontractor Client References Data Sheet

1. The client name;	
2. The locations where services were provided;	
3. Primary and secondary contact name, title, telephone number, an E-mail address;	
4. Complete description of project;	
5. Description of the PROPOSER'S role in the project;	
6. Beginning and end dates of the project;	
7. Projected cost and actual cost of the project;	
8. Maximum number of PROPOSER staff assigned to the project at one time;	
9. List of any PROPOSER supplied staff, including the PROPOSER'S subcontractors, that worked on the referenced project and are expected to be assigned to the proposed Procurement Improvement Project, which includes their names, their roles in the referenced client Contract, and start and end dates of their individual involvement.	

Work Experience:

Describe your work experience related specifically to the Request for Proposal to which you are responding. Please list most recent job first. **To add work experience, copy the format below and add additional sheets as needed.**

Work Experience #:			
Job Title:			
From	To	Reason for Leaving:	Hours per week
Describe your duties and responsibilities as they relate to the Request for Proposal:			

References:

List 3 References below.

Reference 1		
Name	Title	Organization
Address	Phone () -	E-mail Address

Reference 2		
Name	Title	Organization
Address	Phone () -	E-mail Address

Reference 3		
Name	Title	Organization
Address	Phone () -	E-mail Address

Candidate and Proposer Certification

By submitting this data sheet to the **AWB**, the Candidate and **PROPOSER** certify that, to the best of their knowledge and belief, all of the information on and attached to this data sheet is true, correct, complete, and made in good faith. The candidate further authorizes the release of all relevant prior employment, military service, academic/school, and criminal records. False or fraudulent information on or attached to this data sheet may be grounds for disqualifying a candidate or firing a candidate once work has begun. Any information provided to the **AWB** may be investigated.

By submitting this data sheet to the **AWB**, the Candidate and **PROPOSER** certify that both parties understand the entire scope of requirements for this position as defined in the RFP and the Candidate agrees to be submitted for consideration exclusively by this **PROPOSER**. Any candidate that is submitted by more than one **PROPOSER** for a line item will be considered disqualified.

Candidate Data Sheets must be signed below by the **PROPOSER**.

Authorized Proposer Signature

Date

8.8 Sample Key Position Resume Sheet

This form must be used to respond to Section 4.6.2 – Key Positions. For each named individual a separate Candidate Data Sheet must be submitted

Proposer Information:

Proposer Organization: Auburn University Montgomery

Key Position: Technical Team – Communications Manager

Candidate:

Full Name: Jackson Hewlett M

Address Street: 6760 Happy Lane Circle City: Oklahoma State: OK Zip: 54671

U.S. Citizen Non-U.S. Citizen Visa Status:

Status: Employee Self Employed Subcontractor (Name: _____)

Other:

Education:

Mark highest level completed.	Some HS <input type="checkbox"/>	HS/GED <input type="checkbox"/>	Associate <input type="checkbox"/>	Bachelor <input type="checkbox"/>	Master <input checked="" type="checkbox"/>	Doctoral <input type="checkbox"/>
-------------------------------	-------------------------------------	------------------------------------	---------------------------------------	--------------------------------------	---	--------------------------------------

List most recent first, all secondary and post-secondary education (high school, GED, colleges, and universities) attended. Do **not** include copies of transcripts unless requested. Add additional rows if necessary

School Name	Degree/Major	Degree Earned	Year Received
Harvard University	Master Business	Yes	2001

	Administration		
Yale University	Bachelor of Science in Information Technology	Yes	2000
Princeton University	Associate in Data Processing Technology	Yes	1997

Work Experience:

Describe your work experience related specifically to the Request for Proposal to which you are responding. Please list most recent job first. **To add work experience, copy the format below and add additional sheets as needed.**

Work Experience #: 1			
Job Title: Sr. SQL Administrator			
From 02/2001	To 04/2009	Reason for Leaving: Unreasonable pay	Hours per week 37
Describe your duties and responsibilities as they relate to the Request for Proposal. Maintain and develop employee database, supply database, clientele databases, and administer programming for these databases, Keep all records up to date in hard copies and soft on a network. Keep general knowlegde of network in order to coordinate employee computers. Keep clientele in a secure intranet database.			

Work Experience #: 2
Job Title: Software Application Engineer

From 03/1995	To 01/2001	Reason for Leaving: New job opportunity	Hours per week 40
<p>Describe your duties and responsibilities as they relate to the Request for Proposal.</p> <p>Designs, develops, debugs, modifies, tests software programs by using current programming languages, methodologies and technologies.</p> <p>Documents software development and/or test development by writing documents, reports, memos, change requests. Methods used are determined by approved procedures and standards</p> <p>Tracks software development effort by creating and maintaining records in the approved tracking management tool.</p> <p>Analyzes, evaluates, verifies requirements, software and systems by using software engineering practices.</p>			

References:

List 3 References below.

Reference 1		
Name	Title	Organization
Bob Thorton	CEO	Bob Thorton Enterprises
Address	Phone	E-mail Address
3245 Grey Hat Drive	(334) 555 - 5674	bob@greyhat.com

Reference 2		
Name	Title	Organization
Henry Ford	CEO	Humpfrey Corporations
Address	Phone	E-mail Address
234 Humpfrey Street	(334) 555 - 1234	hford@humpfrey.com

Reference 3		
Name	Title	Organization
Jack Daniels	Software Director	Red Brick Software Services
Address	Phone	E-mail Address
987 Daniels Drive	(123) 456 - 7890	J@Daniels.com

Candidate and Proposer Certification

By submitting this data sheet to the **AWB**, the Candidate and **PROPOSER** certify that, to the best of their knowledge and belief, all of the information on and attached to this data sheet is true, correct, complete, and made in good faith. The candidate further authorizes the release of all relevant prior employment, military service, academic/school, and criminal records. False or fraudulent information on or attached to this data sheet may be grounds for disqualifying a candidate or firing a candidate once work has begun. Any information provided to the **AWB** may be investigated.

By submitting this data sheet to the **AWB**, the Candidate and **PROPOSER** certify that both parties understand the entire scope of requirements for this position as defined in the RFP and the Candidate agrees to be submitted for consideration exclusively by this **PROPOSER**. Any candidate that is submitted by more than one **PROPOSER** for a line item will be considered disqualified.

Candidate Data Sheets must be signed below by the **PROPOSER**.

3/4/2010

Authorized Proposer Signature

Date

8.9 Non-Disclosure Agreement

I. NON-DISCLOSURE AGREEMENT

This Agreement ("Agreement") is entered into as of the _____ day of _____, 2010, by and between _____, who resides at _____ ("Recipient"), and the Alabama Wireless Board, as indicated below, with offices at _____ ("Disclosing Party").

WHEREAS, Disclosing Party possesses certain information that is not generally ascertainable from public or published sources and is proprietary in nature; and

WHEREAS, Disclosing Party desires that such information remain completely confidential and would not disclose such information but for the willingness of Recipient to enter into this Agreement; and

WHEREAS, the parties hereto desire to establish terms governing the use and protection of certain information which the Disclosing Party intends to disclose to the Recipient for purposes of accurately responding to the Alabama Next Generation Emergency Network RFP with its assigned RFP number AWB911.RFP.08042010 ("Purposes");

NOW, THEREFORE, in consideration of the foregoing, and in reliance on the mutual agreements contained herein, the parties agree as follows:

"Confidential Information" means any and all information, or data, which is, or are, provided to Recipient by the Disclosing Party other than the publically published RFP.

Recipient may use Confidential Information of Disclosing Party only for the Purposes of this Agreement and shall protect such Confidential Information from disclosure to others.

The restrictions of this Agreement on use and disclosure of Confidential Information shall not apply to information that:

- is in the possession or control of Recipient at the time of its disclosure hereunder;
- is, or becomes publicly known, through no wrongful act of Recipient;
- is received by Recipient from a third party free to disclose it without obligation to Disclosing Party; or
- is independently developed by Recipient without reference to Confidential Information.

In the event that Recipient is required by law, regulation or court order to disclose any of Disclosing Party's Confidential Information, Recipient will promptly notify Disclosing Party in writing prior to making any such disclosure in order to facilitate Disclosing

Party's seeking a protective order or other appropriate remedy from the appropriate body. Recipient further agrees that if Disclosing Party is not successful in precluding the requesting legal body from reviewing the Confidential Information, it will furnish only that portion of the Confidential Information which is legally required and will exercise all reasonable efforts to obtain reliable assurances that confidential treatment will be accorded the Confidential Information.

No licenses or rights under any patent, copyright, trade secret, trademark, or other property right are granted or are to be implied by this Agreement.

Disclosing party makes no warranties or representations regarding the confidential information and the recipient waives and disclaims all warranties including without limitation, the warranties of merchantability, fitness for a particular purpose, and warranties of non-infringement of the rights of third parties (including, without limitation, rights under patent, copyright, trade secret, or other intellectual property rights). Recipient accepts the confidential information in "as-is" condition.

Recipient certifies that no Confidential Information will be exported to any country in violation of the United States Export Administration Act and the regulations thereunder.

The Recipient also certifies that no Confidential Information may be reproduced, copied, or stored in any kind of form without the prior notification of the Disclosing Party. This excludes copies reasonable necessary for internal distribution required by the Purposes.

This Agreement shall become effective as of the date of execution by both parties. All obligations hereunder, including without limitation any and all obligations regarding the use and disclosure of Confidential Information, shall continue perpetually from the disclosure of the affected Confidential Information.

Upon accomplishment of the Purposes, the Recipient's right to use Confidential Information shall cease, and Recipient shall return any written Confidential Information to the Disclosing Party and destroy all copies of such Confidential Information then in its possession.

Upon request of the Disclosing Party at any time, the Recipient shall produce a list containing the full name and contact information of any person with current or past access to the Confidential Information.

The parties recognize that the Confidential Information is special, unique and of extraordinary character. In the event of the breach by Recipient of the terms and conditions of this Agreement then Disclosing Party shall be entitled, if it so elects, to institute and prosecute proceedings in any court of competent jurisdiction, either in law or equity, to enforce the specific performance thereof, or to enjoin the breaching party from violating or continuing to violate the provisions of this Agreement, without the necessity of showing actual damages or furnishing a bond or other security' provided, however, that nothing herein contained shall be construed as prohibiting Disclosing Party from

pursuing any other remedies available to it for such breach, including the recovery of damages from the breaching party.

In the event Recipient does not preserve the secrecy and confidentiality of such Confidential Information, Recipient shall indemnify Disclosing Party for any damage whatsoever resulting from or connected with the disclosure of Disclosing Party's Confidential Information.

In the event that it becomes necessary for either party to initiate litigation from the purpose of enforcing any of its rights under the provisions of this Agreement, or for the purpose of seeking damages for any violations thereof, then, in addition to all other judicial remedies that may be granted, the prevailing party shall be entitled to recover reasonable attorney's fees and all other costs that may be reasonably sustained by it in connection with such litigation.

This Agreement:

- is the complete agreement of the parties concerning the subject matter hereof and supersedes any prior such agreements with respect to further disclosures on such subject matter;
- may not be amended or in any manner modified except in writing signed by the parties; and
- shall be governed and construed in accordance with the laws of the State of Alabama without regard to its conflict of law provisions.

If any provision of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible, and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely representing the intention of the parties as expressed herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on the dates shown below.

RECIPIENT OF REQUESTED DATA:

By: _____

Name: _____

Title: _____

Date: _____

ALABAMA Wireless Board:

By: _____

Name: _____

Title: _____

Date: _____

Note: Signature authority may not be delegated

8.10 Cost Proposal Template I

PROPOSER:		
Date:		
Authorized Signature:		
Reference	Deliverables	Cost
5.11.18	MLTS Licensing and Access Fees	
5.11.24	TSP Licensing and Access Fees	
5.16 5.17	ALI Database / Selective Routing	
	<i>One-time</i>	
	<i>Annual Maintenance</i>	
	<i>Annual Operation</i>	
5.18 5.19	Legacy PSAP Gateways / Premise Equipment (Any network routers, switches, patch panels, and/or any equipment needed at the network endpoints (typically PSAPs) to implement the solution. ASA will have a Cisco 2921 Integrated Services Router (ISR) at each end point.)	
	<i>One-time</i>	
	<i>Annual Maintenance</i>	
5.20	Training	
Total Fixed Project Cost		

8.11 Cost Proposal Template II – Additional Training Options

PROPOSER:			
Date:			
Authorized Signature:			
Training Course	Description	# of Hours	Cost

Note: Please add additional rows if necessary

8.12 Cost Proposal Template III – Optional Features

PROPOSER:		
Date:		
Authorized Signature:		
Feature	Description	Cost

Note: Please add additional rows if necessary