

REQUEST FOR PROPOSALS For Dispatch Mapping Services RFP # 2020-052

Sealed proposals will be accepted until 2 PM CT, March 30, 2020 and then publicly opened and read aloud thereafter.

egal Name of Proposing Firm		
Contact Person	Title	
Telephone Number	E-Mail Address	
Street Address of Principal Place of Business	City/State	Zip
Complete Mailing Address	City/State	Zip
Acknowledgment of Addenda: #1 #2	#3 #4 #5	

By signing below, you hereby certify that the information contained in this proposal and any attachments is true and correct, and may be viewed as an accurate representation of proposed services to be provided by this organization. You agree that failure to submit all requested information may result in rejection of your company's proposal as non-responsive. You certify that no employee, board member, or agent of the North Central Texas Council of Governments has assisted in the preparation of this proposal. You acknowledge that you have read and understand the requirements and provisions of this solicitation and that the organization will comply with the regulations and other applicable local, state, and federal regulations and directives in the implementation of this contract. And furthermore that I certify that I am legally authorized to sign this offer and to submit it to the North Central Texas Council of Governments, on behalf of said offeror by authority of its governing body.

Authorized Signature

SECTION 1: OVERVIEW

The North Central Texas Council of Governments ("NCTCOG") seeks an experienced firm to provide Dispatch Mapping Services for the North Central Texas Emergency Communications District NCT9-1-1. The purpose of this Request for Proposals ("RFP") is to solicit responses that result in a contract with a qualified Vendor that is familiar with serving an emergency 9-1-1 system for more than 40 Public Safety Answering Points (PSAPs) in 13 counties surrounding the Dallas Fort Worth Metroplex.

1.0 NCTCOG OVERVIEW

The North Central Texas Council of Governments (hereafter NCTCOG) is a voluntary association of, by, and for local governments and was established to assist local governments in planning for common needs, cooperating for mutual benefit and coordinating for sound regional development.

NCTCOG serves a 16-county metropolitan region surrounding the cities of Dallas and Fort Worth. Currently the Council has 236 members, including 16 counties, 168 cities, 23 independent school districts, and 29 special districts. The area of the region is approximately 12,800 square miles, which is larger than nine states, and the population of the region is over 7.0 million, which is larger than 30 states.

NCTCOG's governing structure is as follows: each member government appoints a voting representative from their governing body. These voting representatives make up the General Assembly, which annually elects a 17-member Executive Board. The Board also includes one ex-officio non-voting member of the legislature. The Executive Board is supported by policy development, technical advisory, and study committees, as well as a professional staff.

1.1 PURPOSE

The desired deliverable of this RFP involves the submittal of proposals detailing how the proposer would deliver Dispatch Mapping Services for both of the Bid Items.

- Bid Item #1 for the SHARE Cooperative Purchasing Program has the opportunity to serve potential government agency customers from across the United States on an as-needed basis.
- Bid Item #2 captures the specific needs of the initial end-user for this contract

Bid Item #1: The **primary intent** of this RFP (SHARE proposal) is to receive proposals for the selection of a vendor(s) to provide Dispatch Mapping Services as part of the SHARE Cooperative Purchasing Program. Under the SHARE program, any public entity or non-profit NATIONWIDE can use the SHARE contract and its selected vendor(s) and pricing to pursue their own projects.

This offers a unique advertising advantage to vendors to promote their services, as the vendor's prices are competitively bid under a cooperative contract, thereby satisfying the requirement of competitive bid solicitation for the public sector. An awarded vendor can market their product under a SHARE contract to the public sector for immediate purchase.

Bid Item #2: The **second intent** of this RFP is to provide Dispatch Mapping Services under the SHARE contract for the NCT9-1-1 region. The North Central Texas Emergency Communications District (NCT9-1-1) was created pursuant to Chapter 772, Subchapter H, of the Texas Health and Safety Code. NCT9-1-1 is engaged in the planning, implementation, and maintenance of an emergency 9-1-1 system for more than 40 Public Safety Answering Points (PSAPs) in 13 counties surrounding the Dallas Fort Worth Metroplex. NCT9-1-1 serves a population of 1.6 million and 10,800+ square miles.

SECTION 2: SHARE COOPERATIVE

2.0 PROGRAM EXPLANATION

NCTCOG intends to make the contract resulting from this procurement available to other governmental entities through its SHARE cooperative purchasing program. Vendors realize substantial efficiencies through their ability to respond to a SHARE solicitation that will increase their sales opportunities and reduce the need to repeatedly respond to public agency Requests for Proposals. From these efficiencies, vendors pay an administrative fee to SHARE calculated as a percentage of sales processed through the SHARE contracts awarded and held by the vendor. This administrative fee is not an added cost to SHARE participants. This administrative fee covers the costs of contract marketing and facilitation and offsets expenses incurred by SHARE.

2.1 CONTRACT MANAGEMENT AND REPORTING

The Contractor will be required to track and report to SHARE on activities relating to the Master Contract. The Contractor will be required to provide management reports to NCTCOG on a quarterly basis with the submission of the administrative fee outlined herein. Examples of management reports include, but are not limited to:

 Participating Entity's name; pricing option chosen; total fee charged. NCTCOG and vendor will agree to form and content of reports after award of contract.

2.2 ADMINISTRATIVE FEE

NCTCOG will utilize an administrative fee, in the form of a percent of cost that will apply to all contracts between awarded contractor and NCTCOG or participants resulting from this solicitation. The administrative fee will be remitted by the contractor to NCTCOG on a quarterly basis, along with required quarterly reporting. The remuneration fee for this program will be 2% of sales.

2.3 INTERLOCAL AGREEMENT

Other governmental entities may be extended the opportunity to purchase from contracts awarded by the NCTCOG, with the consent and agreement of the successful Vendor(s) and the NCTCOG. Such consent and agreement shall be conclusively inferred from lack of exception to this clause in Respondent's Response. However, all parties indicate their understanding and all parties hereby expressly agree that the NCTCOG is not an agent of, partner to or representative of those outside agencies or entities and that the NCTCOG is not obligated or liable for any action or debts that arise out of such independently negotiated interlocal or "piggyback" procurements.

3.0 CONTRACT INTENT

NCTCOG intends to contract with one or more qualified vendor(s) based upon the qualifications of the respondent and the categories of services it is able to provide. However, NCTCOG anticipates exploring any viable alternative for providing these services and may decide, after reviewing Proposals submitted, not to enter into any agreement.

3.1 ADMINISTRATIVE GUIDANCE

The information provided herein is intended to assist respondents in the preparation of proposals necessary to properly respond to this solicitation. The solicitation is designed to provide interested respondents with sufficient basic information to submit proposals meeting minimum requirements but is not intended to limit a submission's content or to exclude any relevant or essential data there from. Respondents are at liberty and are encouraged to expand upon the specifications to give additional evidence of their ability to provide the services requested in this solicitation.

3.2 ADDENDA

Addendums to this solicitation will be emailed only to plan holders of record. Addendums will also be posted on <u>www.publicpurchase.com</u> However, it is the vendor's responsibility to check for any addenda that may be issued for this solicitation. Please acknowledge receipt of addenda by checking the appropriate spaces on the cover sheet of this RFP.

3.3 QUESTIONS

Questions arising subsequent to the issuance of this solicitation should be submitted through <u>www.publicpurchase.com</u> prior to 5 PM, March 5, 2020. Questions received after this time may not be answered in a timely manner. Do not submit your questions in any other manner.

3.4 SOLICITATION SCHEDULE

The schedule for the RFP process and the work is given below. All times indicated are Central Standard Time (CST). NCTCOG may change this schedule at any time through the addenda process.

RFP Issued	February 18, 2020	
Pre-Proposal Conference	March 2, 2020	At 11:00 a.m. CST
Inquiry Period Ends	March 5, 2020	At 5:00 p.m. CST
Proposal Due Date	March 30, 2020	At 2:00 p.m. CST
Interviews (If Applicable)	Early April, 2020	
Anticipated Start Date	July, 2020	

The anticipated schedule is as follows:

3.5 PROPOSAL SUBMISSION

Please submit one (1) hard copy and one (1) electronic copy (on a USB flash drive) of your response to:

- By UPS, FedEx: North Central Texas Council of Governments Attn: Sealed Bid Box Centerpoint II, 4th Floor 616 Six Flags Drive Arlington, TX 76011
- By mail: North Central Texas Council of Governments Purchasing Office Attn: Sealed Bid Box PO Box 5888 Arlington, TX 76005-5888

IMPORTANT: Mark <u>SEALED PROPOSAL</u> with the <u>RFP Number, Name, and Due Date</u> on the outside of the shipping package. Failure to do so may result in a misdirected package. Faxed, emailed or late proposals will be ineligible and not accepted for consideration.

It is the responsibility of the respondent(s) to ensure that the proposals are received at the NCTCOG address as described above by the designated due date and time. NCTCOG assumes no responsibility for delays caused by postage, mail courier, email, package misdirection or any other form of delivery. Late proposals will be not be opened nor considered in the evaluation of the proposal. Proposals may be withdrawn at any time prior to the submittal deadline, but they may not be withdrawn after the official opening.

Proposals received will be publicly opened after the response submission deadline at NCTCOG offices. Persons wishing to attend the opening should notify the receptionist upon arrival. A staff member will escort attendees to the opening location prior to the opening. Only the names of the Contractor submitting the proposal will be read aloud. No other information will be disclosed at that time.

Proposal information is restricted and not publicly available until after award of a contract. All documents associated with the proposal submitted, unless the respondent indicates a portion of the proposal is proprietary, may be subject to public inspection in accordance with the Public Information Act. All information obtained in the course of this solicitation will become property of NCTCOG.

3.6 **PRE-PROPOSAL CONFERENCE**

NCTCOG will hold a **mandatory** Pre-Proposal Conference at NCTCOG Offices, Centerpoint Three, 600 Six Flags Drive, Arlington, TX 76011, **9-1-1 Training Room B** on March 2, 2020, at 11:00 a.m. CST. The purpose of this conference is to discuss the RFP and the services required with Proposers and to allow them to ask questions arising from their initial review of this RFP.

A conference line will be available for respondents unable to attend in person. Email Cjohnson@NCTCOG.org for conference line information.

During the conference Proposers shall have the opportunity to ask questions. Oral answers will not be binding. Proposers must follow instruction provided in Section 3.3 of this RFP to submit and receive formal, binding answers to their questions.

Attendance at the pre-proposal conference is a prerequisite to submitting a proposal.

SECTION 4: EVALUATION AND AWARD

4.0 TIME FOR EVALUATION

Unless stated otherwise elsewhere in this Request for Proposals, all proposals of qualification submitted shall remain valid for a minimum of 90 calendar days after the due date to allow adequate time for evaluation and award.

4.1 EVALUATION PROCESS

All submissions in response to this solicitation will be evaluated in a manner consistent with the NCTCOG and all applicable rules and policies.

A proposal review committee will be assembled to perform the evaluations. In the initial phase of the evaluation process, the evaluation committee will review all proposals that have been received before the solicitation due date. Nonresponsive submissions (those not conforming to the solicitation requirements) will be eliminated. Each respondent bears sole responsibility for the items included or not included in the response submitted by that respondent. NCTCOG reserves the right to disqualify any submission that includes significant deviations or exceptions to the terms, conditions, and/or specifications in this solicitation.

Once proposals have been submitted, the NCTCOG evaluates the proposals and determines which of those are determined to be reasonably qualified for award. Those so determined will be reviewed and scored. Best and final offers ("BAFO") for those reasonably qualified may be obtained by allowing the submission of a BAFO before the final decision is made to award a contract.

NCTCOG reserves the right to be the sole judge as to the overall acceptability of any submission or to judge the individual merits of specific provisions within competing offers.

4.2 INTERVIEWS

NCTCOG reserves the right to require an interview, including a presentation by the firm, to supplement their written submission. These presentations will be scheduled, if required, after Proposals are received and prior to the award of the Contract.

4.3 AWARD OF THE CONTRACT

Upon completion of the evaluation process, NCTCOG may award the contracts to one or more respondent(s) whose submission is determined to be the most advantageous to NCTCOG.

4.4 PROPOSAL EVALUATION CRITERIA

The criteria to be used to evaluate submissions are as follows:

Criteria Factors	Proposal Section	Description	Points
Executive Summary	Tab B and Consideration of Tab A	Points will be awarded for required components of response for the sections identified, with 5% as a maximum total possible percentage points.	5%
Experience, References, Key Personnel	Tabs C and E	Points will be awarded for required components of response for the Reference sections identified, with 25% as a maximum total possible percentage points.	25%
Technical Proposal	Tab D	Points will be awarded for description of required components of project deliverables, and overall project plan in the Scope of Services, with 50% as the maximum total possible percentage points.	50%
Cost Proposal	Tab F	Points will be awarded based upon responses to the Cost Proposal, with 20% as a maximum total possible percentage points. Cost Proposals will be reviewed after consideration of all other requirements.	20%
HUB Status	Attachment IX	Additional score will be awarded in this section to Historically Underutilized Businesses, Minority, or Women-Owned or Disadvantages Business Enterprises (HUB).	5 points

SECTION 5: SPECIFICATIONS

5.0 SCOPE OF WORK

Respondents are asked to provide their plan for implementation of **BOTH** bid items and detail the method they intend to utilize to provide services for the NCT9-1-1 Region.

Respondents are requested to provide responses to the items listed in Bid Item #1: SHARE Proposal as **Exhibit A** of this document, and;

Bid Item #2: NCT9-1-1 as the Technical Proposal and **Exhibit B** of this document, including any additional items found within the Public Purchase project file.

5.1 Bid Item #1: SHARE

The **primary intent** of this RFP (SHARE proposal) is to receive proposals resulting in retainer of services and the selection of a vendor(s) to provide Dispatch Mapping Services as part of the SHARE Cooperative Purchasing Program.

5.2 Bid Item #2: NCT9-1-1

The **second intent** of this RFP is to establish services that would satisfy the following Scope of Work for Dispatch Mapping Services that would be utilized in the NCT9-1-1 region.

The goods and services requested herein, and to be provided under any contract(s) awarded as a result of this RFP, are to engineer, furnish, and install (and operate if a managed service is provided) a set of NG9-1-1 features and functions that provide equivalent functionality as defined in the following standards and requirements in the following technical resource documents (TRD):

- NENA-STA-010.2-2016, National Emergency Number Association's (NENA) Detailed Functional and Interface Standards for the NENA i3 Solution
- NENA-STA-006.1-2018, NENA Standard for NG9-1-1 GIS Data Model
- NENA 02-015v1, Reporting and Resolving ANI/ALI Discrepancies and No Records Found
- NENA-INF-015.1-2016, NENA NG9-1-1 Security (NG-SEC) Information Document
- NENA 08-505v1, Recommended Method(s) for Location Determination to Support IP-Based Emergency Services Technical Information Document
- NENA-REQ-001.1.2-2018, NENA NG9-1-1 Public Safety Answering Point Requirements
- NENA/APCO-INF-005.1-2014, NENA/APCO Emergency Incident Data Document (EIDD)

This RFP uses the terminology of NENA's NG9-1-1 architecture and standards and refers to these documents for descriptions. The proposed solution may package the functional elements differently and use different terminology, provided that the resulting solution is equivalent to the standards and requirements specified herein, and the respondent's narrative provides a clear description of the proposed solution.

The RFP is not intended to solicit details regarding the solution, but rather is intended to determine whether the solution meets the required features and functions. The NG9-1-1 web-based enterprise mapping solution must be capable of receiving 9-1-1 call location information originating from wireline, wireless and voice over Internet Protocol (VoIP) communication devices, or IoT devices. Additionally, the solution shall accept location information—such as standardized output (e.g., CAD-OUT NENA ALI), the i3 logging schema, and the EIDO schema—and should not be limited only to plotting latitude and

longitude, but also elevation (i.e., z-axis) data when available. For the purposes of this RFP, latitude, longitude, and elevation data will be referred to collectively as "geodetic coordinates" and will be provided and displayed in geographic-coordinate format as defined in World Geodetic System 1984 (WGS84). The z-axis information will be required as it becomes available from the call source.

Further, the solution shall have the ability to display the location of received video, text or geocoded images—e.g., short message service (SMS), multimedia messaging service (MMS)— and telemetric data at such time as the industry finalizes standards. The solution also shall have the ability to expand onto a mobile device for first responders and offer commercially available routing technology, either as a product suite, or as an upgrade option to public safety answering points (PSAPs).

5.2.1 Instructions for Compliance Response Form

As a supplement to this RFP is a Compliance Response Form (**See Exhibit C**). For each requirement below, there will be either one (Understood) check box, or three check boxes (Complies, Complies Partially, Does Not Comply). Respondent shall respond by placing an "X" in only <u>one</u> check box per requirement. Failure to complete this process properly will be treated the same as "Does Not Comply," and may result in the rejection of the response form. An entry in the "Details" response section will not be allowed to modify the check box response. If "Complies" is checked by the Proposer, then the "Details" response will not be accepted as anything other than fully compliant regardless of wording.

5.2.2 Response and Description

A response and detailed description for each requirement is required. Do not underestimate the importance of providing detailed descriptions. The details should be sufficient to properly convey the Respondent's intentions but should not be verbose in nature. Marketing materials are not considered appropriate in-line responses. Respondent may attach marketing materials as separate, supplemental documents, but details still are required to support the answer. For responses that require extensive explanation, provide as an attachment and reference the attachment's number and title in the space provided for details.

5.2.3 References to Other Sections

Respondent shall not refer to other sections as a response. Even if the response is an exact duplicate of a previous response, the details shall be provided in the same paragraph as the requirement.

5.3 **PRODUCTION ENVIRONMENT**

The web-browser-based solution will operate on an existing personal computer (PC) at each station in the PSAP. This RFP is for 40-45 PSAPs, for up to a total of 175 PCs. PCs in the PSAPs will not have a direct connection to the internet. NCT9-1-1 will provide a relay of internet-based data through the private network via the central data center. Proposed solutions must run in a Windows 10 environment on the Microsoft Edge browser.

5.4 NG9-1-1 REQUIREMENTS

5.4.1 Understanding of Proposed Solution

The respondent must confirm an understanding of the proposed NG9-1-1 web-based enterprise mapping solution, as well as the principles of the NG9-1-1 standards listed above, and describe how the solution

displays automatic location identification (ALI), PIDF-LO,¹ and geodetic-coordinate location data on a map.

5.4.2 Live Demonstration of Proposed Solution

Respondents may also be required to provide a live demonstration of its solution to the evaluation committee.

5.4.3 Implementation Requirements

The implementation timeline must not exceed 30 calendar days.

5.4.4 Training Requirements

An in-person, train-the-trainer format is required. Training materials must be provided by the vendor and electronic materials are acceptable. Training must be completed within 60 calendar days and prior to implementation.

5.5 DETAILED SYSTEM REQUIREMENTS

NCT9-1-1 is seeking a solution that aligns with the evolving NG9-1-1 industry standards and technologies.

5.5.1 Mapping Solution Requirements

The NG9-1-1 Mapping solution sought via this RFP is an enterprise, web browser-based 9-1-1 dispatch mapping application that will be required for all of the PSAP workstations. When the call-taker answers a 9-1-1 call, the mapping application shall populate the map using the ANI/ALI, PIDF-LO, geodetic coordinates, ADR, and EIDO information. The solution shall have direct integration with device-based location providers such as RapidSOS and Smart911 and produce a "breadcrumb" trail of a caller's location. Furthermore, the solution must demonstrate sets of functionality and components that show commitment to NG9-1-1 and continual standards compliance. When the mapping application or the map data is to be updated, mapping application/data is required to permit that the updates can be performed from a centralized automated process. The map application solution must efficiently consume Esri powered web services and data, including Open Source GIS sources. Ideally, a local tiled GIS dataset should be cached at the PSAP to ensure application availability during network outages. NCT9-1-1 will provide all GIS data to be included in the mapping application at the NCT9-1-1 data center.

The requirements are as follows:

- 1. Locate an address or street within NCT9-1-1's GIS dataset and neighboring jurisdictions
- 2. Display geodetic coordinates:
 - i. As the cursor is moved around the map
 - ii. When a location is selected by a left-button mouse click
- 3. Provide ability to measure distance in:
 - i. Two dimensions allowing for multiple vertices in the distance
 - ii. Three dimensions allowing for multiple vertices in the distance
- 4. Access map features' visible attributes (i.e., identify tool) as configured in the feature set layer file
- 5. Basic map navigation-pan, zoom, and tilt, with undo up to 10 steps
- 6. Plot spatially enabled wireless, wireline, VoIP, and IoT events
- 7. Allow for customizing symbology/icons for different service classes

¹ Presence information data format location object.

- 8. Zoom to current event at a user-level customizable scale of a telecommunicator's active emergency call, with a configurable geographic extent timeout option after the call is released i.e., the map will zoom out to the full predetermined zoom extent of the relevant PSAP
- 9. Create an event manually through means of a markup functionality
- 10. Generate vehicular routing instructions to an event
- 11. Use current geographic data formats, notably Esri SDE geodatabases, image services, web services and shapefiles, as well as all Open Geospatial Consortium (OGC) formats
- 12. Use current imagery available in several formats, web-mapping services
- 13. The call-taker workstation PC shall be able to run the mapping application without impairing the operation of the automatic number identification (ANI/ALI) workstation or the network. Further, the application shall scale and render accordingly to fit the implementation environment.
 - i. Testing by the call-handling equipment (CHE) vendor necessary to verify noninterference with the CHE may incur fees. These fees will be paid by the selected respondent.
- 14. The mapping application shall automatically populate the map using ALI, PIDF-LO and/or geodetic coordinates via protocols sharing the CHE data.
- 15. The mapping application shall differentiate between Phase I and Phase II wireless, VoIP, Geodetic, and wireline calls
- 16. The mapping application shall support up to 300 layers to be defined by NCT9-1-1 and made available in the private network from the central data center.
- 17. All layers managed by NCT9-1-1 shall be searchable, including intersections. Search results will be returned based on the current map extent of the end user i.e. location-based searching.
- 18. The mapping application and the map data shall be easily updated from the mapping server, or utilizing a cloud-based tool, without interfering with the telecommunicators' workflows or necessitating onsite updates at each PSAP.
- 19. Mapping data updates (excluding cached basemaps where applicable), shall be dynamic in nature, allowing for real-time updates without affecting the telecommunicator's workflows; provisioning GIS data from the Spatial Interface (SI) is desired.
- 20. Mapping updates may not impact call-handling operations (i.e., lower priority, background, benign processing).
- 21. Ability to render vector and raster datasets in both 2D and 3D
- 22. Ability to integrate Esri and non-Esri formatted data from IoT devices provided through the data center on the private network
- 23. Ability (future or current) to extend the location of a caller including a "breadcrumb" trail, and mapping components of the mapping interface to mobile devices
- 24. Pass along all i3 log events, as defined for GIS activity, to i3 logging services
- 25. Ability to do LoST queries and return a URI
- 26. Ability to do HELD requests for updates from LIS
- 27. Ability to display a "breadcrumb" trail from Wireless Devices
- 28. Ability to display EIDO information

5.5.2 Map Display Requirements

The respondent must indicate its strategy for keeping abreast of the evolution of Esri's enterprise server technology, the CHE-to-mapping-application interface, and any other open source or commercially accessible GIS-focused technology.

5.5.2.1 User Experience

NCT9-1-1 understands that 9-1-1 telecommunicators are proficient users of GIS web-based mapping applications such as commercially available products, e.g., Google Maps. The proposed solution must

be capable of giving the telecommunicators a rich user-interface experience. Further, the NG9-1-1 webbased enterprise mapping solution must have more functionality compared with commercially available products.

The requirements are as follows:

- 1. Display events using different icons based on class of service
- 2. Ability to toggle on/off individual and group layers
- 3. Ability to perform location-based searching (i.e., search all visible layers based on current map extent or view)
- 4. Ability to consume and display 3-D web services and hosted 3D databases
- 5. Ability to interface Google Streetview and Pictometry (if available)
- 6. Ability to control transparency of boundary layers
- 7. Ability to display location information in decimal degrees or degrees minutes seconds as defined by the user, for both cursor location and point and click location
- 8. Create, save for reuse or training, and share temporary annotation such as parade routes (that expire after a set time) or street closures (indefinite expiry)
- 9. Ability to display and control IoT data, e.g., Waze, traffic cameras, and weather
- 10. Ability to utilize commercially available routing and navigation capabilities
- 11. Ability to extend dispatch mapping capabilities to mobile devices for first responders

5.5.2.1.1 Map Application Interface

NCT9-1-1 understands the challenges of deploying numerous mapping applications at the PSAP and in the field. NCT9-1-1 desires a solution that minimizes the number of mapping applications at the PSAP and mobile assets used by first responders. The mapping solution sought via this procurement activity also must offer, in addition to providing 9-1-1 Telecommunicators with a call-displaying map, one common operating picture (COP) for all other interfacing NG9-1-1-related applications. The respondent must propose a solution that offers the same benefits of a COP to emerging NG9-1-1 applications.

5.5.2.1.2 Single System View

It is highly desirable that the components of the solution can be managed as a single system rather than as individual components. This is often referred to as a "manager of manager" capability when multiple platforms are involved. The respondent must describe how this is achieved or what it provides that mitigates the absence of a single-system view.

5.5.3 System Administration

5.5.3.1 Role-Based Configuration

The PSAP map shall support role-based configuration and event-sharing capabilities. The role-based configuration setting shall include, but not be limited to:

- Symbology
- Default zoom level
- Visible zoom level for each feature
- Default features to be displayed

The event-sharing capabilities and role-based features must give PSAP telecommunicator the ability to visualize events for neighboring PSAPs. For example:

- PSAP A must be able to visualize events destined for PSAP C and D
- PSAP A must be able to hide events destined for all PSAPs except A, C, and D
- PSAP A must be able to decide whether its own events can be shared with other PSAPS, such as PSAPs C and D, but not PSAP B

The solution must offer the ability to spatially review and display 9-1-1 call logs. The review capability, at a minimum, should be capable of reviewing calls instantly for 12 previous hours, and provide the ability to pull historical call data into the application.

5.5.4 Monitoring, Logging and Reporting

5.5.4.1 System Report

NCT9-1-1 requests that respondents propose solutions for a comprehensive, map-based, managementand-statistical-reporting functionality, to provide analytics in the form of reports to PSAP management personnel with real-time and historical information. The reports shall be user friendly and customizable, and the solution shall be capable of generating reports for varying time periods. The solution also shall be able to auto-schedule the generation and distribution of predefined reports. At a minimum, 9-1-1 calldetail reports (for record keeping and legal requirements) shall be readily available. The functions and reports shall include (at a minimum):

- ANI, PIDF-LO and address location or centerline geocoding statistics
- All calls based on service class or equivalent
- Heatmap functionality based on calls in a specified duration
- Integration with NCT9-1-1's existing GIS enterprise suite (i.e., Esri ArcGIS Online, ArcGIS Portal)

5.5.4.2 Map Discrepancy and Tracking of ALI, ECRF and PIDF-LO Data

NCT9-1-1 further requests that respondents propose solutions within the NG9-1-1 web-based enterprise mapping solution to allow each user to log discrepancies and track the discrepancies to completion. The expected turnaround for critical layers (such as roads and address locations) is two business days. The turnaround for non-critical layers (such as parks or landmarks), is potentially four weeks. Respondent must demonstrate that the discrepancy-tracking solution continually complies with NG9-1-1 development and standards compliance. The web-based mapping application must be able to create and track ALI, PIDF-LO and some NG9-1-1 system-related errors. Respondent must demonstrate how the discrepancies are captured and tracked with spatial reference. NCT9-1-1 desires to coalesce the captured errors and share them via a web-based system.

5.5.4.3 Solution Monitoring

The solution must have system monitoring/logging/discrepancy reporting capabilities necessary to support troubleshooting and ongoing operations and maintenance. Respondent must describe all capabilities available with the solution. If the solution does not provide a single-system view, then a description for each component is required. The following are of interest, but this is not an exhaustive list:

- Notification e.g., web-based, email, SMS
- Alarm levels e.g., critical, major, minor
- Alarm-threshold setting to reduce the number of minor alarm notifications
- System logs
 - $\,\circ\,\,$ It is desirable to have a minimum of 180 days available online
- Filtering and sorting

Archiving

In addition to the standalone capabilities, the respondent must describe its ability to interface with other management systems using standard protocols, such as Simple Network Management Protocol (SNMP) or Common Management Information Protocol (CMIP).

5.5.5 GIS Data Management

Respondent must indicate its strategy for updating the operational layers, dynamic services, basemap services, geoprocessing services, geocoding services, GIS layers and all other web services that rely on NCT9-1-1's enterprise production GIS maintenance workflows. NCT9-1-1 will provide the selected respondent with access to its data center where NCT9-1-1's GIS team will store relevant GIS data. Each respondent is required to detail its plan to provide access to the data locally at each PSAP. Solutions must not include local PC storage of GIS data or a map cache. NCT9-1-1 maintenance workflow is shown in Figure 1.

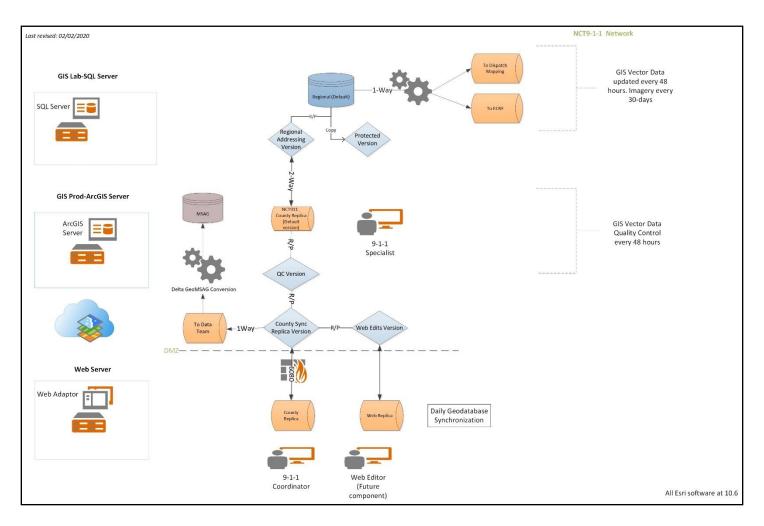


Figure 1: NCT9-1-1 workflow design

5.5.5.1 Integrated with NCT9-1-1 Enterprise GIS

NCT9-1-1 desires the mapping solution to integrate with its GIS environment, thereby enabling GIS personnel to troubleshoot mapping errors reported by 9-1-1 telecommunicators. Respondent must

demonstrate the ability to work with web features services and cooperatively with other web application programming interfaces (APIs).

5.5.5.2 Caching of Basemap

Respondent must indicate its strategy for updating the basemaps including raster and vector data. NCT9-1-1 desires a solution whereby a change-detection process runs and caches updates nightly.

5.5.5.3 Update of Operational Layers

NCT9-1-1 maintains the production GIS databases and requires that all operational layers be capable of near-real-time updates from the production GIS interface and/or SI. The address location point layer, the road centerline layer and other mission-critical layers identified by NCT9-1-1 must be updated within one minute of being updated in NCT9-1-1's production GIS environment. Respondent must propose a solution that derives its updates through the interface. Core map layers and additional map layers may be updated frequently, and the solution must offer tools and options to schedule additional automated updates from the centralized server.

5.5.5.4 Updating of Operational Geoprocessing Services

Respondent must propose a solution that offers minimum changes to NCT9-1-1 existing GIS maintenance workflows shown in Figure 1 above.

5.5.5.5 Updating of Operational Geocoding Services

NCT9-1-1 requires that all geocoding services be built by the respondent and be driven by data from operational layers that receive near-real-time updates from the NCT9-1-1 production GIS environment and/or SI. Critical layers, such as the address location point layer and road centerline layer, must be updated within five minutes of being updated in the NCT9-1-1 production GIS environment and provisioned to a mechanism such as an SI. Respondent must propose an automated solution for the geocoder update process. The automated geocoding service updates must be performed from a centralized server.

5.5.6 Industry Standards

5.5.6.1 NG9-1-1 Data Model Support

The proposed solution must incorporate specific application requirements and the cartographic design elements necessary to produce rich, multiscale basemaps and operational layers. Respondent must indicate its strategy for keeping abreast of the evolution of Esri's NG9-1-1 data models per industry standards, as well as ad hoc changes to data schemas made by NCT9-1-1.

5.5.6.2 NG9-1-1 Industry Collaboration Events

NCT9-1-1 recognizes benefits of NENA's NG9-1-1 Industry Collaboration Events (ICE). Please address the questions listed below. It is NCT9-1-1's belief that respondents which participate in ICE are more likely to detect and correct interoperability issues at an earlier stage in system development.

With the full understanding that ICE, under current guidelines, are not intended to score the performance of the participants, responses to the following questions are required:

- 1. Which NENA NG9-1-1 ICE has your company participated in?
- 2. Which of your products did you test at the event(s)?
- 3. Have you tested all the products you are proposing in your response at the events?
- 4. If not, which products have you not tested?

- 5. If you have not participated in the events and/or not tested the products proposed, please explain your reason for not participating and/or testing.
- 6. Which, if any, of your proposed products had interoperability challenges with any other ICE participants, and what mitigation strategy(ies) might be used to address these interoperability issues?
- 7. Do you intend to participate in future events? If so, which ones? If not, please explain

5.5.7 External Interfaces

5.5.7.1 Integration with CHE and NCT9-1-1 Enterprise GIS

All PSAPs in the NCT9-1-1 region utilize the same Call Handling Equipment (CHE). NCT9-1-1 has implemented a CHE with the Comtech Solacom Guardian Platform. NCT9-1-1 is running on 19.x software version and i3 Logging Service is used to pass data to other FEs. This method it an interim solution until EIDO with an IDX is ratified in standards.

5.5.7.2 Additional Services Integration

The NG9-1-1 web-based enterprise mapping solution should be capable of providing telecommunicators with access to additional services, data and valuable information.

PSAPs in North Central Texas also receive communications to 9-1-1 via transport media other than telephone. Respondent must demonstrate a strategy for geographically displaying text messaging received by the PSAP. Respondent must demonstrate a strategy for integrating the mapping solution with other web-based interfaces, such as chat sessions and push-to-talk applications, and other ADR-generated data. Respondent must demonstrate a strategy for delivering and mapping cell phone images and videos to the PSAP call-taking workstation.

The solutions must have a method of retrieving, processing and utilizing information in addition to that received with the call. NCT9-1-1 requests respondents to detail what additional information, as covered in the NENA i3 Technical Requirements Document (cf. i3 TRD, 4.1.5).²

Data provided to the PSAP in addition to that received with the call must be acquired, utilized and presented in the mapping solution as appropriate. References for additional data resources can be found in the NENA i3 Technical Requirements Document (cf. i3 TRD, 4.2.10 through 4.2.13).

5.5.8 Security

Respondent must demonstrate the following security processes:

- Data security
- Network security

It is a requirement that the proposed system must incorporate monitoring that will detect abnormal traffic indicative of a security problem, such as a breach or compromised system. Respondent must describe how its proposed solution will meet this requirement.

Respondent's solution must comply with the appropriate sections of the current version of NENA's NG-SEC standard and deploy industry best practices to close any gaps. Respondent must describe its security measures, indicating compliance with NG-SEC and where industry best practices are utilized.

² <u>https://cdn.ymaws.com/www.nena.org/resource/resmgr/Standards/NENA_08-751.1_i3_Requirement.pdf</u>

Respondent must describe its overall approach and philosophy to data encryption and how it will be implemented as a current and future capability.

5.5.9 Solution Architecture and Performance

5.5.9.1 Solution Architecture Design Requirements

NCT9-1-1 manages a virtual private server (VPS) environment for all applications that support the NG9-1-1 system. The server architecture is built on the Cisco Unified Computing System architecture with fiber channels to a storage-area network (SAN) for the two data centers. As such, the NG9-1-1 web-based mapping application solution is required to collocate in NCT9-1-1's VPS environment if an owned-andoperated solution is proposed. Respondent must indicate the design strategy for providing redundancy at NCT9-1-1's two data centers and ensuring map availability at all PSAPs. Further, the respondent is required to demonstrate its strategy for offline map display in the event a workstation loses network connectivity. NCT9-1-1 desires a solution that leverages NCT9-1-1's Esri licenses. The system architecture design strategy and pricing must show options that leverage NCT9-1-1's Esri enterprise/cloud and desktop licenses. NCT9-1-1's Esri licensing consists of the following:

- ArcGIS Desktop
- ArcGIS Pro
- ArcGIS Enterprise (Server, Portal, Data Store, Web Adaptor)
- ArcGIS Online
- ArcGIS GeoEvent Server

5.5.9.2 Solution Speed

The solution must provide an acceptable, quantifiable response when a specified number of users per PSAP (such as half the number of workstations in each PSAP) and total users (such as half the number of workstations deployed in total) are actively querying the map over the available network links.

5.5.9.3 Network Connectivity

Respondent must provide a high-level design diagram of its solution. SaaS solutions must identify how the connectivity will leverage different data center geographical regions and incorporate direct connections and VPN connections over the public internet to cloud providers (SSL³ connections on whitelist are acceptable).

All network requirements must be detailed in the respondent's proposal. No special accommodations will be made for network connectivity once a contract has been awarded.

5.5.10 Application Support and Maintenance

5.5.10.1 Esri Add-On Components / Software Release Strategy and Roadmap Respondent must indicate its strategy for keeping abreast of the evolution of Esri web mapping and API developments and provide examples from previous experience that demonstrate the respondent's commitment to improving NG9-1-1 web-based mapping functionalities.

5.5.10.2 NCT9-1-1 Services Roadmap

NCT9-1-1 desires to procure a solution that offers a platform that is easy to upgrade and aligns with NCT9-1-1's roadmap and Esri's software releases. Additionally, NCT9-1-1 requires a widget/application

³ Secure Sockets Layer.

add-in option whereby NCT9-1-1 developers can use Esri APIs and/or the respondent's API to build custom application functionality to add to the i3 NG9-1-1 web-based enterprise mapping application as widgets or add-in applications. NCT9-1-1 could develop and implement add-in functionality such as weather overlays and local preplan viewers. Respondent must demonstrate the ability to work cooperatively with NCT9-1-1 and to assist NCT9-1-1 regarding widgets and add-in application integration.

5.5.10.3 Benefits Derived from Partners

Respondent must state the benefits derived from partnerships with other companies that are part of its response. This might include such items as standards compliance, level of experience and previous partnering arrangements that were successful. Special attention should be given to how these benefits may influence early adoption of NG9-1-1 requirements by network providers. Examples of areas that may be included are as follows:

- 1. Participation in addressing new requirements of service order input (SOI) structure and/or interface
- 2. ALI/master street address guide (MSAG) update interface to ESInet functions

SECTION 6: GENERAL TERMS AND CONDITIONS

6.0 TERMS

- 6.01 **Sales Tax.** NCTCOG is exempt from Texas limited sales, federal excise and use tax, and does not pay tax on purchase, rental, or lease of tangible personal property for the organization's use. A tax exemption certificate will be issued upon request.
- 6.02 **Conditions**. NCTCOG reserves the right to accept or reject any and/or all submissions or to cancel this notice at any time.
 - 6.02.1 A response to this solicitation does not commit NCTCOG to a purchase contract, or to pay any costs incurred in the preparation of such response.
 - 6.02.2 Unless the respondent specifies in the proposals, NCTCOG may award the contract for any items/services or group of items/services in the solicitation and may increase or decrease the quantity specified.
 - 6.02.3 NCTCOG reserves the right to hold and accept any proposals received by the submission deadline for a period of ninety (90) days after the deadline if a determination has not been made for an award.
 - 6.02.4 NCTCOG reserves the right to negotiate the final terms of any and all purchase contracts with respondent(s) selected and such contracts negotiated as a result of this solicitation may be renegotiated and/or amended in order to successfully meet the agency needs.
 - 6.02.5 NCTCOG reserves the right to waive any defect in this procurement process or to make changes to this solicitation, as it deems necessary. NCTCOG will provide notifications of such changes to all respondents recorded in the official record (Distribution Log/Receipts Record) as having received or requested solicitation.
 - 6.02.6 NCTCOG reserves the right to contact any individual, agencies, or employers listed in a submission, to contact others who may have experience and/or knowledge of the respondent's relevant performance and/or qualifications; and to request additional information from any and all respondents.
 - 6.02.7 NCTCOG reserves the right to conduct a review of records, systems, procedures, etc., of any entity selected for funding. This may occur prior to, or subsequent to, the award of a purchase contract. Misrepresentation of the respondent's ability to perform as stated in the qualification submittals may result in cancellation of the purchase contract award.
 - 6.02.8 NCTCOG reserves the right to withdraw or reduce the amount of an award, or to cancel any contract resulting from this procurement if adequate funding is not available.
 - 6.02.9 Respondent shall not, under penalty of law, offer or provide any gratuities, favors, or anything of monetary value to any officer, member, employee, or agent of NCTCOG for the purpose of, or having the effect of, influencing favorable disposition toward their own submission or any other submitted hereunder.
 - 6.02.10 No employee, officer, or agent of NCTCOG shall participate in the selection, award, or administration of a contract if a conflict of interest, real or apparent, exists.
 - 6.02.11 Respondent shall not engage in any activity that will restrict or eliminate competition. Violation of this provision may cause the respondent's bid to be rejected. This does not preclude joint ventures or subcontracts.

- 6.02.12 All proposals submitted must be an original work product of the respondent. The copying, paraphrasing, or other use of substantial portions of the work product of others and submitted hereunder, as original work of the respondent is not permitted. Failure to adhere to this instruction may cause the proposal submission(s) to be rejected.
- 6.02.13 The only purpose of this solicitation is to ensure uniform information in the selection of proposals and procurement of services. This solicitation is not to be construed as a purchase contract, or as a commitment of any kind, nor does it commit NCTCOG to pay for costs incurred prior to the execution of a formal contract unless such costs are specifically authorized in writing by NCTCOG.
- 6.02.14 The contents of a successful proposal submission may become a contractual obligation, if selected for award of a contract. Failure of the respondent to accept this obligation may result in cancellation of the award. No plea of error or mistake shall be available to the successful respondent as a basis for release of proposed services at stated price/cost. Any damages accruing to NCTCOG as a result of the Respondent's failure to contract may be recovered from the respondent.
- 6.02.15 A contract with the selected respondent may be withheld at the sole discretion of NCTCOG if issues of contract compliance or questioned/disallowed costs exist, until such issues are satisfactorily resolved. Award of contract may be withdrawn by NCTCOG if resolution is not satisfactory to NCTCOG.
- 6.02.16 NCTCOG is the responsible authority for handling complaints or protests regarding the selection process. This includes, but is not limited to, disputes, claims, protest of award, source evaluation or other matters of a contractual nature. Respondent agrees, to the extent possible and not in contravention of any applicable State or Federal law or procedure established for dispute resolution, to attempt to resolve any dispute between them regarding this process informally through voluntary mediation, arbitration or any other local dispute mediation process, including but not limited to dispute resolution policies of NCTCOG, before resorting to litigation.

6.03 House Bill 89 Certification

If Respondent is required to make a certification pursuant to Section 2270.002 of the Texas Government Code, Respondent certifies that Respondent does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. If Respondent does not make that certification, Respondent must indicate that in its Response and state why the certification is not required.

- 6.04 **Insurance Requirements.** At all times during the term of a contract resulting from this procurement, the contractor shall procure, pay for, and maintain, with approved insurance carriers, the minimum insurance coverage and limits required to do business in the state of Texas.
- 6.05 **Indemnification.** Contractor shall defend, indemnify, and hold harmless NCTCOG, NCTCOG's affiliates, and any of their respective directors, officers, employees, agents, subcontractors, successors, and assigns from any and all suits, actions, claims, demands, judgments, liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees and court costs) (collectively, "Losses") arising out of or relating to: (i) Services performed and carried out pursuant to the contract; (ii) breach of any obligation, warranty, or representation in the contract, (iii) the negligence or willful misconduct of contractor and/or its employees or subcontractors; or (iv) any infringement, misappropriation, or violation by contractor and/or its employees or subcontractors of any right of a third party; provided, however, that contractor shall have no obligation to defend, indemnify, or hold harmless to the extent any losses are the result of NCTCOG's gross negligence or willful misconduct.
- 6.06 **Force Majeure**. It is expressly understood and agreed by both parties that, if the performance of any provision of a contract resulting from this procurement is delayed by force majeure, defined as reason of war, civil commotion, act of God, governmental restriction, regulation or interference, fire, explosion, hurricane, flood, failure of transportation, court injunction, or any circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of the contract to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated herein, the

party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the period of time applicable to such requirement shall be extended for a period of time equal to the period of time such party was delayed. Each party must inform the other in writing within a reasonable time of the existence of such force majeure.

- 6.07 **Form 1295**. The Texas Legislature has adopted House Bill 1295. In summary, the law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties (Form 1295) to our agency prior to the award of certain contracts. The disclosure of interested parties must be completed electronically and submitted through the Texas Ethics Commission website. If the requirement applies to the contract resulting from this RFP, NCTCOG will notify the vendor that the disclosure is required and will provide a specific contract number for inclusion in the submittal. For more information about the process, please visit the following website: https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html.
- 6.08 **Equal Employment Opportunity.** Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, or national origin. Contractor shall take affirmative actions to ensure that applicants are employed, and that employees are treated, during their employment, without regard to their race, religion, color, sex, sexual orientation, gender identity, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 6.09 **Davis-Bacon Act**. Contractor agrees to comply with all applicable provisions of 40 USC § 3141 3148.
- 6.10 **Contract Work Hours and Selection Standards**. Contractor agrees to comply with all applicable provisions of 40 USC § 3701 3708 to the extent this agreement indicates any employment of mechanics or laborers.
- 6.11 **Rights to Invention Made Under Contract or Agreement**. Contractor agrees to comply with all applicable provisions of 37 CFR Part 401.
- 6.12 **Clean Air Act, Federal Water Pollution Control Act, and Energy Policy Conservation Act**. Contractor agrees to comply with all applicable provisions of the Clean Air Act under 42 USC § 7401 7671, the Energy Federal Water Pollution Control Act 33 USC § 1251 1387, and the Energy Policy Conservation Act under 42 USC § 6201.
- 6.13 **Debarment and Suspension (Executive Orders 12549 and 12689).** A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 6.14 **Procurement of Recovered Materials**. Contractor agrees to comply with all applicable provisions of 2 CFR §200.322.
- 6.15 **Restrictions on Lobbying**. Contractor is prohibited from using monies for lobbying purposes; Contractor shall comply with the special provision "Restrictions on Lobbying," which is included as Attachment V of the RFSQ. Contractor shall include a statement of compliance with the Lobbying Certification and Disclosure of Lobbying Activities in applicable procurement solicitations. Lobbying Certification and Disclosure of Lobbying Activities shall be completed by subcontractors and included in subcontractor contracts, as applicable.
- 6.16 **Drug-Free Workplace.** Contractor shall provide a drug free workplace in compliance with the Drug Free Work Place Act of 1988.

6.17 **Texas Corporate Franchise Tax Certification.** Pursuant to Article 2.45, Texas Business Corporation Act, state agencies may not contract with for profit corporations that are delinquent in making state franchise tax payments.

6.18 Civil Rights Compliance

<u>Compliance with Regulations:</u> Contractor will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this agreement.

<u>Nondiscrimination</u>: Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 45 CFR Part 21.

<u>Solicitations for Subcontracts, Including Procurement of Materials and Equipment:</u> In all solicitations either by competitive bidding or negotiation made by Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by Contractor of obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, sex, or national origin.

<u>Information and Reports:</u> Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor will so certify to NCTCOG, the Texas Department of Transportation ("the State") or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

<u>Sanctions for Noncompliance:</u> In the event of Contractor's noncompliance with the Nondiscrimination provisions of this Agreement, Contractor will impose such sanctions as it the State or the FHWA may determine to be appropriate, including, but not limited to: withholding of payments to the Contractor under this Agreement until the Contractor compiles and/or cancelling, terminating or suspension of this Agreement, in whole or in part.

<u>Incorporation of Provisions:</u> Contractor will include the provisions of the paragraphs listed above, in this section 9.13, in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Contractor will take such action with respect to any subcontract or procurement as NCTCOG, the State, or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, Contractor may request the State to enter into such litigation to protect the interests of the State. In addition, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

6.19 **Disadvantaged Business Enterprise Program Requirements**

Contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Contractor shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. Each sub-award or sub-contract must include the following assurance: *The Contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Contractor shall carry out applicable*

requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.

6.20 Pertinent Non-Discrimination Authorities

During the performance of this Agreement, Contractor, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- b. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- c. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- d. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- e. The Age Discrimination Act of 1975, as amended, (49 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- f. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- g. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).
- h. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- i. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- j. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- k. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- i. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).
- 6.21 **Ineligibility to Receive State Grants or Loans, or Receive Payment on State Contracts** In accordance with Section 231.006 of the Texas Family Code, a child support obligor who is more than thirty (30) days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five (25) percent is not eligible to:

a. Receive payments from state funds under a contract to provide property, materials or services; or b. Receive a state-funded grant or loan

SECTION 7: HOW TO SUBMIT YOUR PROPOSAL

7.0 INSTRUCTIONS FOR RESPONDENTS

Please provide a written response regarding ability to meet each requirement as outlined in the Scope of Work (Section 5.0). Include any additional pertinent information on how your proposed solution meets each requirement. Provide any pertinent additional functionality and/or services not outlined in the Scope of Work that you wish to offer.

Important Note: Your proposal must consist of your responses to Tabs A-G and completed Attachments I-IX

<u>Tabs</u>

Tab A COVER SHEET. The cover to your proposal will consist of:

- 1. The completed page 1 of this solicitation document.
- 2. A brief statement of the respondent's understanding of the work to be done and a summary of its qualifications.

Tab B EXECUTIVE SUMMARY. An executive summary will briefly describe the firm's approach and clearly indicate any options or alternatives being proposed. It should also indicate any major requirements that cannot be met by the firm.

Tab C KEY PERSONNEL. If applicable in providing services under this contract, attach resumes for all **managers**, **supervisors**, and **other team members** who will be involved in the management of the delivery of goods or services under this RFP. Identify any subcontractors or third-party services that are utilized in the performance of fulfilling this RFP. Provide a general explanation and chart which specifies project leadership and reporting responsibilities, and how the team will interface with NCTCOG and Participating Entities' project management and team personnel.

Tab D TECHNICAL PROPOSAL. This section should constitute the major portion of the submittal and must contain a narrative in specific response to the specifications outlined in Section 5.0 –Scope of Work and the attached Compliance Matrix in the Public Purchase file (See Exhibit C).

Failure to provide written response to items indicated in this section will be interpreted by NCTCOG as an *inability* by the firm to provide the requested product, service or function. NCTCOG encourages vendors to be creative when developing their proposals for the requested goods and or service(s). Designate specific contact person(s) for the following phases: (1) bid process (2) contracting process (3) contract administration (primary point of contact for receiving orders from Participating Entities.

Tab E REFERENCES. Include at least three recent references for customers (preferably public agencies) for whom you have provided Dispatch Mapping or similar services. Please include the organization's name, address, contact person, phone number, and email address for each reference. NCTCOG reserves the right to contact or visit any of the Respondent's current and/or past customers to evaluate the level of performance and customer satisfaction.

Tab F PROPOSAL PRICING.

Respondents should furnish a cost proposal for the service they propose. For more information, please refer to **Exhibits A and B**. Examples of a preferred pricing format for this RFP are included with **Exhibit A and separate pricing matrix within the Public Purchase file.**

Your proposal must include the following bid items:

Bid Item #1 (for SHARE Purchasing Cooperative)

Bid Item #2 (for NCT9-1-1) As attached pricing matrix found in Public Purchase file

Tab G REQUIRED ATTACHMENTS. Please include signed copies of all ATTACHMENTS (beginning with ATTACHMENT I) appended to the back of this solicitation document. All attachments must be submitted with the proposal, or the proposal may be disqualified as nonresponsive. If an attachment does not apply, please mark as "Not Applicable" and submit with the proposal.

ATTACHMENT I: INSTRUCTIONS FOR PROPOSALS COMPLIANCE AND SUBMITTAL

Compliance with the Solicitation

Submissions must be in strict compliance with this solicitation. Failure to comply with all provisions of the solicitation may result in disqualification.

Acknowledgment of Insurance Requirements

By signing its submission, Offeror acknowledges that it has read and understands the insurance requirements for the submission. Offeror also understands that the evidence of required insurance may be requested to be submitted within ten (10) working days following notification of its offer being accepted; otherwise, NCTCOG may rescind its acceptance of the Offeror's proposals. The insurance requirements are outlined in Section 6.

Name of Organization/Contractor(s):

Signature of Authorized Representative:

ATTACHMENT II: CERTIFICATIONS OF OFFEROR

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Name of Organization/Contractor(s):

Signature of Authorized Representative:

ATTACHMENT III:

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

This certification is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 93, Government-wide Debarment and Suspension, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668, 682), Department of Health and Human Services (45 CFR Part 76).

The undersigned certifies, to the best of his or her knowledge and belief, that both it and its principals:

- 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- 2. Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction, violation of federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false Proposals, or receiving stolen property;
- 3. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offense enumerated in Paragraph (2) of this certification; and,
- 4. Have not within a three-year period preceding this contract had one or more public transactions terminated for cause or default.

Where the prospective recipient of federal assistance funds is unable to certify to any of the qualifications in this certification, such prospective recipient shall attach an explanation to this certification form.

Name of Organization/Contractor(s):

Signature of Authorized Representative:

ATTACHMENT IV: CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge or belief, that:

- No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an officer or employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative Contract, and the extension, continuation, renewal, amendment, or modification or any federal contract, grant, loan, or cooperative contract; and
- 2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, and or cooperative contract, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with the instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all sub-recipients shall certify accordingly.

Name of Organization/Contractor(s):

Signature of Authorized Representative:

ATTACHMENT V: DRUG-FREE WORKPLACE CERTIFICATION

The ______ (company name) will provide a Drug Free Work Place in compliance with the Drug Free Work Place Act of 1988. The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited on the premises of the

(company name) or any of its facilities. Any employee who violates this prohibition will be subject to disciplinary action up to and including termination. All employees, as a condition of employment, will comply with this policy.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE

This certification is required by the Federal Regulations Implementing Sections 5151-5160 of the Drug-Free Workplace Act, 41 U.S.C. 701, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668 and 682), Department of Health and Human Services (45 CFR Part 76).

The undersigned subcontractor certifies it will provide a drug-free workplace by:

Publishing a policy Proposal notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the consequences of any such action by an employee;

Establishing an ongoing drug-free awareness program to inform employees of the dangers of drug abuse in the workplace, the subcontractor's policy of maintaining a drug-free workplace, the availability of counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed on employees for drug violations in the workplace;

Providing each employee with a copy of the subcontractor's policy Proposal;

Notifying the employees in the subcontractor's policy Proposal that as a condition of employment under this subcontract, employees shall abide by the terms of the policy Proposal and notifying the subcontractor in writing within five days after any conviction for a violation by the employee of a criminal drug abuse statue in the workplace;

Notifying the Board within ten (10) days of the subcontractor's receipt of a notice of a conviction of any employee; and,

Taking appropriate personnel action against an employee convicted of violating a criminal drug statue or requires such employee to participate in a drug abuse assistance or rehabilitation program.

Name of Organization/Contractor(s):

Signature of Authorized Representative:

ATTACHMENT VI: CERTIFICATION REGARDING DISCLOSURE OF CONFLICT OF INTEREST

The undersigned certifies that, to the best of his or her knowledge or belief, that:

"No employee of the contractor, no member of the contractor's governing board or body, and no person who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this contract shall participate in any decision relating to this contract which affects his/her personal pecuniary interest.

Executives and employees of contractor shall be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering the contract, shall exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for the contractor to conduct business with a friend or associate of an executive or employee of the contractor, an elected official in the area or a member of the North Central Texas Council of Governments, a permanent record of the transaction shall be retained.

Any executive or employee of the contractor, an elected official in the area or a member of the NCTCOG, shall not solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by contractor or Department. Supplies, tools, materials, equipment or services purchased with contract funds shall be used solely for purposes allowed under this contract. No member of the NCTCOG shall cast a vote on the provision of services by that member (or any organization which that member represents) or vote on any matter which would provide a direct or indirect financial benefit to the member or any business or organization which the member directly represents".

No officer, employee or paid consultant of the contractor is a member of the NCTCOG.

No officer, manager or paid consultant of the contractor is married to a member of the NCTCOG.

No member of NCTCOG directly owns, controls or has interest in the contractor.

The contractor has disclosed any interest, fact, or circumstance that does or may present a potential conflict of interest.

No member of the NCTCOG receives compensation from the contractor for lobbying activities as defined in Chapter 305 of the Texas Government Code.

Should the contractor fail to abide by the foregoing covenants and affirmations regarding conflict of interest, the contractor shall not be entitled to the recovery of any costs or expenses incurred in relation to the contract and shall immediately refund to the North Central Texas Council of Governments any fees or expenses that may have been paid under this contract and shall further be liable for any other costs incurred or damages sustained by the NCTCOG as it relates to this contract.

Name of Organization/Contractor(s):

Signature of Authorized Representative:

	CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity	FORM CIQ
	This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.	OFFICE USE ONLY
	By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.	Date Received
	A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.	
	1 Name of person doing business with local governmental entity.	
ŀ	2	
	Check this box if you are filing an update to a previously filed questionnaire.	
	(The law requires that you file an updated completed questionnaire with the appropriate September 1 of the year for which an activity described in Section 176.006(a), Local Gov not later than the 7th business day after the date the originally filed questionnaire becon	ernment Code, is pending and
	 ³ Describe each affiliation or business relationship with an employee or contractor of the local recommendations to a local government officer of the local governmental entity with respertive to the local government officer of the local governmental entity with respertive to the local government officer of the local governmental entity with respertive to the local government officer of the local governmental entity with respertive to the local governmental entity with respertive to the local government officer of the local governmental entity with respertive to the local governmental entity with respective to the local governmental entity with respect	ct to expenditure of money.
	Describe each affiliation or business relationship with a person who is a local government employs a local government officer of the local governmental entity that is the subject of th	
		Amended 01/13/2006

Amended 01/13/2006

	CONFLICT OF INTEREST QUESTIONNAIREFORM CFor vendor or other person doing business with local governmental entityPage 2	
5	Name of local government officer with whom filer has affilitation or business relationship. (Complete this section only is answer to A, B, or C is YES.)	fthe
	This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliatio business relationship. Attach additional pages to this Form CIQ as necessary.	n or
	A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?	
	Yes No	
	B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?	nt
	Yes No	
	C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serve as an officer or director, or holds an ownership of 10 percent or more?	s
	Yes No	
	D. Describe each affiliation or business relationship.	
6	Describe any other affiliation or business relationship that might cause a conflict of interest.	
7		
	Signature of person doing business with the governmental entity Date	

Amended 01/13/2006

ATTACHMENT VII: CERTIFICATION OF FAIR BUSINESS PRACTICES

That the submitter has not been found guilty of unfair business practices in a judicial or state agency administrative proceeding during the preceding year. The submitter further affirms that no officer of the submitter has served as an officer of any company found guilty of unfair business practices in a judicial or state agency administrative during the preceding year.

Name of Organization/Contractor(s):

Signature of Authorized Representative:

ATTACHMENT VIII: CERTIFICATION OF GOOD STANDING TEXAS CORPORATE FRANCHISE TAX CERTIFICATION

Pursuant to Article 2.45, Texas Business Corporation Act, state agencies may not contract with for profit corporations that are delinquent in making state franchise tax payments. The following certification that the corporation entering into this offer is current in its franchise taxes must be signed by the individual authorized on Form 2031, Corporate Board of Directors Resolution, to sign the contract for the corporation.

The undersigned authorized representative of the corporation making the offer herein certified that the following indicated Proposal is true and correct and that the undersigned understands that making a false Proposal is a material breach of contract and is grounds for contract cancellation.

Indicate the certification that applies to your corporation:

_____ The Corporation is a for-profit corporation and certifies that it is not delinquent in its franchise tax payments to the State of Texas.

_____ The Corporation is a non-profit corporation or is otherwise not subject to payment of franchise taxes to the State of Texas.

Type of Business (if not corporation):

□ Partnership

□ Other

Pursuant to Article 2.45, Texas Business Corporation Act, the North Central Texas Council of Governments reserves the right to request information regarding state franchise tax payments.

(Printed/Typed Name and Title of Authorized Representative)

Signature

ATTACHMENT IX: HISTORICALLY UNDERUTILIZED BUSINESSES, MINORITY OR WOMEN-OWNED OR DISADVANTAGED BUSINESS ENTERPRISES

Historically Underutilized Businesses (HUBs), minority or women-owned or disadvantaged businesses enterprises (M/W/DBE) are encouraged to participate in the solicitation process. Representatives from HUB companies should identify themselves and submit a copy of their certification.

NCTCOG recognizes the certifications of both the State of Texas Program and the North Central Texas Regional Certification Agency. Companies seeking information concerning HUB certification are urged to contact:

State of Texas HUB Program Texas Comptroller of Public Accounts Lyndon B. Johnson State Office Building 111 East 17th Street Austin, Texas 78774 (512) 463-6958 http://www.window.state.tx.us/procurement/prog/hub/

Local businesses seeking M/W/DBE certification should contact:

North Central Texas Regional Certification Agency 624 Six Flags Drive, Suite 100 Arlington, TX 76011 (817) 640-0606 http://www.nctrca.org/certification.html

Submitter must include a copy of its minority certification documentation as part of this solicitation. If your company is already certified, attach a copy of your certification to this form and return with your proposal.

Indicate all that apply:

_____Minority-Owned Business Enterprise

_____Women-Owned Business Enterprise

_____Disadvantaged Business Enterprise

ATTEST TO Attachments of Certification:

Authorized Signature

Typed Name

Date

Subscribed and sworn to before me this _____day of _____ (month), 20__ in

(city), (county), (state).

SEAL

Notary Public in and for _		(County),
-	State of	Commission expires:

Exhibit A SHARE Retainer

Respondents are to provide a rate chart for the labor categories/ skill sets outlined below. All rates should be presented as fully loaded hourly rates. Include any other cost categories that should be considered within the "other" category. Attach extra sheets, as necessary. Respondents are encouraged to offer additional Emergency Operations functions and services as options for retainer under this solicitation.

Pricing Fo	rmat Request Example for Dispatch Mapping Services Procurement No.:	NCT 2020-052	
Proposer			
Name:			
Notes:	 This pricing sheet is for Dispatch Mapping services only. Please provide hourly rates for all staff required for any function your firm proviservices. Use as many lines as needed. Detail any additional information as necessary. Proposers are encouraged to offer additional functions or servies as a catalog op provide any additional options your firm can provide with 'list less' or 'cost plus' per service and the service of the servic	otion. Please	
	pricing. A copy of any catalog services should be included with this response.		
	Exhibit A - Cost Proposal for SHARE		
ltem	Description	Offered Price	
	Position Title (example: GIS Technician.)	per hour	
	Position Title (example: Project Manager).	per hour	
	Position Title	per hour	
	Position Title	per hour	
	Position Title	per hour	
	Service Fee (if applicable)	flat rate	
	Mileage Fee (if applicable)	\$X per mile Cost, Cost	
	Parts	plus, etc	
	Other		
	Contractor reserves the right to offer additional mechanical and/or bodywork functions or services at "list less", "Cost plus percent", etc. Please specify.	%	

Exhibit B Bid Item #2 NCT9-1-1

Please fill out and return the supplementary pricing matrix included separately in the Public Purchase project file.

Exhibit C Section 5.2 Compliance Matrix

In order to respond to the items listed in Section 5.2, please fill out and return the supplementary compliance matrix included separately in the Public Purchase project file.