

CDT STP Request For Proposal



Request For Proposal (RFP)

RFP A231011804.01

PART 1 – BIDDER INSTRUCTIONS

FOR

RFP - 988 Mobile Dispatch System (MDS) for Cal OES

May 16, 2024

Issued by:

STATE OF CALIFORNIA

Governor's Office of Emergency Services 601 Sequoia Pacific Blvd., Sacramento, CA 95811-0231

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

Part 2 of the solicitation template contains all forms a bidder must complete and return with its Final Proposal, including the SOW, administrative forms, qualification forms, requirement responses, and all exhibits/attachments discussed in Part 1.

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

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RFP

PART 1 – BIDDER INSTRUCTIONS

1. INTRODUCTION

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

1.1. PURPOSE

The purpose of this Request For Proposal (hereafter referred to as "RFP" or "solicitation") is to obtain proposals from qualified bidders to provide the State of California, Governor's Office of Emergency Services (hereafter referred to as "Cal OES" or the "State") with 988 Mobile Dispatch System (Hereafter referred to as "988 MDS").

The Contract Award, if made, will be to the single bidder in accordance with the methodology defined in [SECTION 7. EVALUATION](#).

1.2. BACKGROUND

The Governor's Office of Emergency Services (Cal OES), Public Safety Communications, CA 9-1-1 Emergency Communications Branch (CA 9-1-1 Branch) is authorized by Government Code Section 53123 to manage and oversee the statewide 988 technology services with funding provided by the 988 State Emergency Telephone Number Account (SETNA) surcharge.

Cal OES is seeking a Software as a Service (SaaS) for Mobile Dispatch System (MDS) that will interface with existing cloud native 988 System. The California 988 system currently includes Call Handling System (CHS) to receive and process 988 calls, chats, and texts as well as a Customer Relationship Management (CRM) to manage client information and document 988 interactions for the existing 988 Lifeline Crisis Centers (LCC) or designated dispatch centers in California, with the potential to expand to additional LCCs or designated dispatch centers. The California 988 system is a cloud native solution that provides a standards-based interface to send the information needed for the MDS to support the requirements in this solicitation.

The services provided shall comply with the [ATTACHMENT 1: APPENDIX A - STATEMENT OF WORK](#) and [EXHIBIT A: TECHNICAL REQUIREMENTS](#) and support the LCC or designated dispatch centers' workflow and mobile dispatch services. The main goal of the MDS is to provide the California LCCs or designated dispatch centers with the ability to dispatch mobile crisis teams to the correct location. The MDS shall align with the five-year implementation plan for a comprehensive 988 system currently under development by California Health and Human Services Agency. The Contractor shall ensure that authorized data from the 988 MDS can interface with 9-1-1 and 988, based on policy set by the 988

Technical Advisory Board, 988 Policy Advisory Board, and Cal OES.

1.3. TERM OF CONTRACT

Effective upon approval of CDT, Statewide Technology Procurement (STP), the term of the Contract is three (3) years.

The State, at its sole discretion, may exercise its option to execute two (2) two-year extensions to perform 988 Mobile Dispatch System services for a maximum Contract term of seven (7) years.

1.4. AMERICANS WITH DISABILITIES ACT (ADA)

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

For persons with a disability needing a reasonable accommodation to participate in the procurement process or for persons having questions regarding reasonable accommodations of the procurement process, you may contact the Procurement Officer identified in [SECTION 2.2.1. PROCUREMENT OFFICER](#). You may also contact the State of California at the numbers listed below.

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

The California Relay Service Telephone Numbers are:

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

2. BIDDING INSTRUCTIONS

2.1. BIDDER ADMONITION

This procurement will follow an approach designed to increase the likelihood of a successful Final Proposal and Bidder eligibility for an invitation to negotiations. The bidder should refer to [SECTION 2.5. BIDDING STEPS](#) to understand the phases applicable to this solicitation. It is the bidder's responsibility to:

- Ensure that the bidder clearly understand the State's requirements before attempting to develop its Final Proposal
- Ensure that the State clearly understands what each bidder intends to propose before those proposals are finalized
- Provide an opportunity for the State and each bidder to discuss weaknesses or potentially unacceptable elements of a bidder's proposal and gives the bidder an opportunity to modify its proposal to correct such problems

Specific information regarding such steps is found in [SECTION 2.5. BIDDING STEPS](#) and, [SECTION 7. EVALUATION](#), of the solicitation.

Carefully read the entire solicitation.

1. Ask appropriate questions in a timely manner, if clarification is necessary.
2. Submit proposal by the required dates and times.
3. Make sure that all procedures and requirements of the solicitation are accurately followed and appropriately addressed.
4. Do not include conditional statements, assumptions, or exception language with Proposals.
5. Carefully review the entire solicitation before submitting a Final Proposal.

2.2. COMMUNICATIONS AND CONTACTS

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

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

2.2.1. PROCUREMENT OFFICER

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

Bidders are directed to communicate all correspondence regarding this procurement to the Procurement Officer(s) at the contact information below:

Cristina Brinzei, Procurement Officer
Phone: +1 916-215-9959 Email: cristina.brinzei@state.ca.gov

Lauren Neisen, Secondary Procurement Officer

Phone: +1 916-460-9810 Email: lauren.neisen@state.ca.gov

2.2.2. QUESTIONS REGARDING THE SOLICITATION DOCUMENT

Bidders requiring clarification of the intent, terms and conditions, content of this solicitation, or on procedural matters regarding the competitive bid process may request clarification by submitting questions using [ATTACHMENT 14: TEMPLATE FOR QUESTION SUBMITTAL](#) in an email (using the solicitation identification information from the solicitation title page) to the Procurement Officer listed in [SECTION 2.2.1. PROCUREMENT OFFICER](#). To ensure a response, questions must be received in writing by the scheduled date(s) specified in [SECTION 2.3. KEY ACTION DATES \(KAD\)](#). Question and answer sets will be provided to all bidders without identifying the submitters. At the sole discretion of the State, questions may be paraphrased by the State for clarity.

Only questions submitted in writing and answered in writing by the Procurement Officer shall be binding and official. Written questions must be submitted by email to the Procurement Officer identified in [SECTION 2.2.1. PROCUREMENT OFFICER](#), using [ATTACHMENT 14: TEMPLATE FOR QUESTION SUBMITTAL](#). All written questions submitted by the deadline specified in [SECTION 2.3. KEY ACTION DATES \(KAD\)](#), will be responded to at the same time with all questions and answers posted to Cal eProcure in the form of a question and answer set.

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

2.2.3. INTENT TO BID

Bidders that want to participate in the solicitation must submit a completed [ATTACHMENT 2: INTENT TO BID](#) by the date specified in [SECTION 2.3. KEY ACTION DATES \(KAD\)](#).

This document shall be emailed to the Procurement Officer identified in [SECTION 2.2.1. PROCUREMENT OFFICER](#). Only those Bidders acknowledging interest in this solicitation will receive invitations and correspondence applicable to the solicitation (e.g., scheduling dates for confidential discussions, CDT cloud services, meetings, etc.) throughout this procurement. Correspondence to a Bidder regarding this solicitation will only be given to the Bidder's designated contact person.

It shall be the Bidder's responsibility to immediately notify the Procurement Officer identified in [SECTION 2.2.1. PROCUREMENT OFFICER](#), in writing, regarding any revision to the contact person information by the proposal submission date. The State shall not be responsible for proposal correspondence not received by the Bidder if the Bidder fails to notify the State, in writing, about any change pertaining to the designated contact person.

2.2.4. CLOUD COMPUTING SERVICES

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

2.3. KEY ACTION DATES (KAD)

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

Table 2-3: Key Action Dates (KAD)

KEY ACTION DATES		
Item	Action	Date and Time
4.	Release of Solicitation	May 16, 2024
5.	Last day to submit written questions using ATTACHMENT 14: TEMPLATE FOR QUESTION SUBMITTAL .	May 30, 2024 @ 10:00 AM
6.	Last day to submit ATTACHMENT 2: INTENT TO BID and ATTACHMENT 3: CONFIDENTIALITY STATEMENT (signed)	June 13, 2024
7.	Last day to e-mail Procurement Officer (SECTION 2.2.1.	July 5, 2024

KEY ACTION DATES		
Item	Action	Date and Time
	PROCUREMENT OFFICER) for Response uploading instructions (see RFP SECTION 6. PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS for further information)	
8.	Last day to submit Final Proposal and last day to be deemed eVAQ approved ¹	July 19, 2024 @10:00 AM
9.	Evaluation Period	July 19 - August 1, 2024
10.	Confidential Negotiations with Bidder(s)	August 12 - August 13 , 2024
11.	Contract Award	August 31, 2024

¹ All dates after submission of Final Proposal are approximate and may be adjusted as conditions indicate, without addendum to this solicitation.

2.4. RULES GOVERNING COMPETITION

This solicitation, the evaluation of responses, and the award of any resultant Contract shall be made in conformance with the provisions set forth in Public Contract Code (PCC) 6611 as they relate to the procurement of IT goods and services by public bodies in the State of California.

2.4.1. IDENTIFICATION AND CLASSIFICATION OF SOLICITATION REQUIREMENTS

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

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

A deviation of other requirements must be resolved to the State’s satisfaction prior to or during evaluations or negotiations, as requested by the State, and corrected, prior to or in the bidder’s Best and Final Offer (BAFO).

The words “should” or “may” in the solicitation indicate desirable attributes or conditions, but are non-

mandatory in nature.

2.4.2. SOLICITATION DOCUMENTS

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

If a bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in this solicitation document, the bidder shall immediately notify the Procurement Officer identified in [SECTION 2.2.1. PROCUREMENT OFFICER](#), of such error in writing and request clarification or modification of the document.

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

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

2.4.3. EXAMINATION OF THE WORK

The bidder should carefully examine the entire solicitation document and any addenda thereto, and all related materials and data referenced in the solicitation document or otherwise available to the bidder, and should become fully aware of the nature and location of the work, the quantities of the work, and the conditions to be encountered in performing the work.

2.4.4. EXCLUSION FOR CONFLICT OF INTEREST

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

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

2.4.5. CONFIDENTIALITY

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

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

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

2.4.6. ADDENDA

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

If a Bidder determines that an addendum unnecessarily restricts its ability to bid, the Bidder is allowed five (5) business days to submit written questions regarding the addendum according to the instructions contained in [SECTION 2.2.2. QUESTIONS REGARDING THE SOLICITATION DOCUMENT](#) .

2.4.7. BIDDER'S COST

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

2.4.8. DISCOUNTS

In connection with any discount offered, except when a provision is made for a testing period preceding

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

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

2.4.9. SIGNATURE OF PROPOSAL

A cover letter shall be considered an integral part of the Final Proposal and any proposal form requiring signature, must be signed by an individual who is authorized to bind the bidding firm contractually. The signature block must indicate the title or position that the individual holds in the firm. An unsigned Final Proposal may be rejected.

The draft proposal, if applicable, must also contain the cover letter, including the title of the person who will sign, but need not contain the signature.

2.4.10. IRREVOCABLE OFFER

A bidder's Final Proposal is an irrevocable offer for 180 days following the scheduled date for submission of Final Proposal specified in [SECTION 2.3. KEY ACTION DATES \(KAD\)](#). A bidder may extend the offer in the event of a delay of Contract award.

2.4.11. FALSE OR MISLEADING STATEMENTS

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

2.4.12. BONDS

The State reserves the right to require a performance bond or other security document as specified in the solicitation from the bidder for an amount not to exceed the amount of the Contract. In the event the State requires a surety bond that has not been expressly required by the solicitation, the State will reimburse the bidder as an addition to the purchase price in an amount not exceeding the standard premium on

such bond.

2.5. BIDDING STEPS

The procurement process requires a Final Proposal (Mandatory), and if requested by the State, a Best and Final Offer (BAFO).

The procurement process to be used in this solicitation is composed of at least one (1) phase of proposal development. Refer to [SECTION 2.3. KEY ACTION DATES \(KAD\)](#) to determine which phases and mandatory steps are included in this solicitation.

2.5.1. FINAL PHASE

The final phase consists of a Final Proposal (Mandatory) and, if requested by the State, a Best and Final Offer (BAFO).

The purpose of the final phase is to obtain proposals that are responsive in every respect. The Final Proposal is a mandatory step for all Bidders.

The Final Proposal must be complete, and include all cost information, required signatures, contract changes issued by the State via an addendum and corrections made to those defects noted by the State in its review of the draft proposal, if any. Cost as identified in [SECTION 6. PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS](#) must be submitted separately. Bidders that submitted Final Proposals meeting the criteria identified in [SECTION 2.7. NEGOTIATIONS](#), will be eligible to receive an invitation to negotiate with the State.

The State, at its sole discretion, may request a BAFO from those Bidders that participated in the Negotiation Process as identified in [SECTION 7.4. NEGOTIATIONS](#).

2.5.2. WITHDRAWAL AND RESUBMISSION/MODIFICATION OF PROPOSALS

A bidder may withdraw its Final Proposal at any time prior to the Final Proposal submission date and time specified in [SECTION 2.3. KEY ACTION DATES \(KAD\)](#), by submitting a written notification of withdrawal signed by an authorized representative of the bidder in accordance with [SECTION 2.4.9. SIGNATURE OF PROPOSAL](#). The bidder may thereafter submit a new or modified proposal prior to the respective proposal submission date and time specified in [SECTION 2.3. KEY ACTION DATES \(KAD\)](#). Modification offered in any other manner, oral or written, will not be considered. Other than as allowed by law, Final Proposals cannot be changed or withdrawn after the deadline date and time designated for receipt, except as provided in the solicitation.

2.5.3. DISPOSITION OF PROPOSALS

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

2.6. PROTESTS

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

2.7. NEGOTIATIONS

The State will conduct negotiations under PCC §6611. The purpose of the negotiation process is to maximize the State's ability to obtain a value effective solution. The State will use the following non-negotiable items to determine if a bidder's Final Proposal response is successful and the bidder is eligible for Evaluation and Negotiations in accordance with [SECTION 7.4. NEGOTIATIONS](#):

The State's non-negotiable item is listed below:

1. **The vendor must be deemed eVAQ approved by the Final Bid submission due date of this RFP, specified in [SECTION 2.3. KEY ACTION DATES \(KAD\)](#).**

In addition to the non-negotiable item above, at the discretion of the State, up to three (3) of the highest scoring bidders may be determined eligible to participate in the negotiation process.

Negotiated items will be determined by the State after final proposals are evaluated. Any deviation of any requirement must be resolved to the State's satisfaction prior to or during negotiations, as requested by the State, and corrected in the bidder's BAFO, if requested.

3. ADMINISTRATIVE REQUIREMENTS

[SECTION 3. ADMINISTRATIVE REQUIREMENTS](#) contains the mandatory administrative requirements that must be met in order to be considered responsive to this solicitation. Most of the administrative bidding requirements for this solicitation are being processed through the electronic Vendor Application of Qualifications (eVAQ). Please refer to [SECTION 3.1. PRE-QUALIFIED VENDOR APPLICATION OF QUALIFICATION \(eVAQ\)](#) for more information.

Unless designated otherwise, all of the requirements in this section are mandatory. The documents that

must be submitted with the bidder's Final Proposal are noted as "Mandatory" or "(M)" in this section.

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

1. (M) – All sections labeled as "Mandatory" or "M" must be responded to in order to be considered responsive and responsible to these requirements. The responses will be evaluated in accordance with [SECTION 7. EVALUATION](#).
2. (O) – All sections labeled as "Optional" or "O" are not required to be offered by the bidder in order to be responsive to the solicitation requirements. A bidder may choose whether to meet administrative requirements labeled as (O) such as those relating to preference points. However, if a bidder offers any of these (O) requirements, the bidder must meet the minimum requirements as stated in the section. The State will review responses to optional requirements and apply points, if applicable, per criteria stated in [SECTION 7. EVALUATION](#).

3.1. PRE-QUALIFIED VENDOR APPLICATION OF QUALIFICATION (eVAQ)

The State's eVAQ is an **external process to this solicitation**. Vendors will be required to have an approved application on file and be deemed a Pre-qualified Vendor prior to the Key Action Date for the Last day to submit Final Proposal (refer to [SECTION 2.3. KEY ACTION DATES \(KAD\)](#)). All questions related to the eVAQ should be addressed to the Procurement Officer. The intent of the pre-qualification is to process as much of the administrative requirements required to do business in the State of California in advance to streamline the solicitation process. The application can be accessed at STP VENDOR MAIN - Vendor Portal (eVAQ public facing site): <https://cadtprod.service-now.com/vendor>

If your firm is new to the eVAQ process, account registration is necessary and is free of charge.

If the bidder is an existing eVAQ approved vendor, the bidder must verify with the eVAQ administrator to confirm all appropriate requirements and provisions are current for this solicitation.

NOTE: Do not upload Bidder Proposal to the eVAQ portal.

3.2. ABILITY TO PERFORM

Prior to award of the Contract, the State must be assured that the bidder selected has all of the resources to successfully perform under the Contract. This includes, but is not limited to, personnel in the numbers and with the skills required; equipment of appropriate type and in sufficient quantity; financial resources sufficient to complete performance under the Contract; and experience in similar endeavors. If, during the evaluation process, the State is unable to assure itself of the bidder's ability to perform under the Contract if awarded, the State has the option of requesting from the bidder any information that the State deems necessary to determine the bidder's responsibility. If such information is required, the bidder will be so

notified and will be permitted five (5) state business days to submit the information requested in writing. Examples of the type of financial responsibility information requested may include annual reports and current audited balance sheets for the bidder's firm.

3.3. PRIMARY BIDDER

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

3.4. SUBCONTRACTORS

It is the bidder's responsibility to ensure any subcontractor that the bidder chooses to use in fulfilling the requirements of this solicitation, and which is expected to receive more than ten percent (10%) of the value of the Contract, also meets all administrative and bid requirements of the solicitation, as applicable to the services provided by the subcontractor.

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

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

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

The bidder's obligation to pay its subcontractors is an independent obligation from the State's obligation to

pay or to enforce the payment of any money to any subcontractor. Contractor is solely responsible for any payments to or claims made by subcontractors.

3.4.1. BIDDER DECLARATION FORM (M)

The bidder must complete and submit [ATTACHMENT 6: BIDDER DECLARATION GSPD 05-105](#) , with its Final Proposal. When completing the declaration, the bidder must identify all subcontractors proposed for participation in the Contract. The bidder awarded the Contract is contractually obligated to use the subcontractors for the corresponding work identified, unless the Agency/state entity agrees to a substitution and it is incorporated, in writing. If the bidder is not using subcontractors, the bidder must still complete [ATTACHMENT 6: BIDDER DECLARATION GSPD 05-105](#) answering the applicable questions on the form, and submit it with its Final Proposal. The form is available at:

<https://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd05-105.pdf>

3.5. AMENDMENT

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

3.6. FINANCIAL RESPONSIBILITY INFORMATION

3.6.1. FINANCIAL STABILITY

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

The State must be assured that the bidder continues to have the financial resources to sustain its operations during system development and implementation phases including the time required for the State to pay the Contractor after system acceptance.

3.6.2. RESPONSIBILITY CERTIFICATION (M)

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

The bidder must certify it complies with this requirement as part of its Final Response, and if the bidder is selected, again, each time their awarded contract is renewed. See [ATTACHMENT 2: INTENT TO BID](#) for certification of this requirement.

3.7. INCORPORATION OF EVAQ REQUIREMENTS

Bidders are advised that the Contract awarded as a result of this solicitation shall automatically incorporate by reference all Requirements as well as Terms and Conditions of the eVAQ. The Bidder's eVAQ, in its entirety, shall be incorporated into any Contract awarded as a result of this solicitation, and shall remain in effect after eVAQ expiration, and throughout the life of the Contract awarded as a result of this solicitation, including all optional years.

3.8. TELECOMMUNICATIONS PROVISIONS

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

3.8.1. GENERAL PROVISIONS - TELECOMMUNICATIONS (Revised and Effective 09/19/2019)

The Contract awarded as a result of this solicitation shall automatically incorporate by reference the General Provisions - Telecommunications (Revised and Effective 09/19/2019), which can be found at the found here:

<https://cadtprod.service-now.com/vendor>

3.8.2. CLOUD COMPUTING SERVICES SPECIAL PROVISIONS - TELECOMMUNICATIONS

If the bidder's solution includes commercial Software as a Service (SaaS) as part of the solution, the Contract awarded as a result of this solicitation shall automatically incorporate by reference the "State Model: CLOUD COMPUTING SERVICES SOFTWARE AS A SERVICE (SaaS) SPECIAL PROVISIONS - TELECOMMUNICATIONS," which can be found by accessing the eVAQ link in [SECTION 3.8.1. GENERAL PROVISIONS - TELECOMMUNICATIONS \(Revised and Effective 09/19/2019\)](#) above.

3.9. INSURANCE COVERAGE

In accordance to General Provisions - Telecommunications (Rev. 09/19/2019), Provision 24, Insurance and the SOW, [SECTION 30. Insurance Requirements](#), the Contractor must furnish insurance certificate(s) evidencing required insurance coverage acceptable to the State, including endorsements showing the State as an "additional insured" if required under the Contract. Any required endorsements requested by the State must be separately provided; merely referring to such coverage on the certificates(s) is insufficient for this purpose. When performing work on State owned or controlled property, Contractor shall provide a waiver of subrogation in favor of the State for its workers' compensation policy.

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

3.10. ADMINISTRATIVE REQUIREMENTS DOCUMENT (M)

The bidder must indicate its willingness and ability to satisfy these requirements by marking "Yes" on the "Bidder Agrees Yes/No" column on [ATTACHMENT 5: RESPONSE TO ADMINISTRATIVE REQUIREMENTS](#). Answering "No" to any of the mandatory administrative requirements or not submitting the required documents with its Final Proposal may result in the proposal being deemed non-responsive.

3.11. COVER LETTER (M)

The bidder must complete and submit [ATTACHMENT 4: COVER LETTER FORM](#) with its Final Proposal.

3.12. STATEMENT OF WORK (M)

[ATTACHMENT 1: APPENDIX A - STATEMENT OF WORK](#) identifies and describes the tasks and responsibilities of the Contractor and the responsibilities of the State during the term of the Contract.

The Bidder must document its agreement with the State's SOW in its entirety by checking each box on [ATTACHMENT 5: RESPONSE TO ADMINISTRATIVE REQUIREMENTS](#).

3.13. CONFIDENTIALITY STATEMENT (M)

The bidder must agree to the State's confidentiality requirements by submitting a signed [ATTACHMENT 3: CONFIDENTIALITY STATEMENT](#), for the bidder's company. The completed confidentiality statement must be submitted with [ATTACHMENT: INTENT TO BID](#), as indicated in [SECTION 2.3. KEY ACTION DATES \(KAD\)](#).

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

The bidder will also be required, upon Contract award, to submit a signed confidentiality statement from all personnel, agents, and subcontractors assigned to the awarded Contract.

3.14. SOCIOECONOMIC PROGRAMS

3.14.1. BIDDER'S PREFERENCE AND INCENTIVE DECLARATION

The Bidder must complete and submit [ATTACHMENT 9: BIDDING PREFERENCES AND INCENTIVES](#), with its proposal. The Bidder must indicate on [ATTACHMENT 9: BIDDING PREFERENCES AND INCENTIVES](#) whether it is or is not claiming each preference and/or incentive. Refer to [SECTION 7. EVALUATION](#) for details on the amount and application of preference and incentive points during proposal evaluation.

3.14.2. DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PROGRAM

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

Information regarding the DVBE Program Requirements may be viewed at:

<https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Certify-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise>

The Bidder who has been certified by California as a DVBE (or who has obtained the participation of subcontractors certified by California as a DVBE) must submit a completed form(s) STD.843 Disabled Veteran Business Declarations for each DVBE. All disabled veteran owners and disabled veteran managers of the DVBE(s) must sign a form for each DVBE and submit as [ATTACHMENT 8: DVBE DECLARATIONS](#). The form is available at:

https://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/pd_843.pdf

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

Office of Small Business and DVBE Services
707 Third Street, 1st Floor, Room 400
West Sacramento, CA 95606
Receptionist: (916) 375-4940 Fax (916) 375-4650

3.14.2.1. DVBE PARTICIPATION REQUIREMENT (M)

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

3.14.2.2. DVBE INCENTIVE (O)

In accordance with Military and Veterans Code §999.5(a), an incentive will be given to all Bidders who exceed the three percent (3%) DVBE mandatory participation. For Contract award evaluation purposes

only, the State shall apply the incentive amount based on the amount of DVBE participation obtained above the three percent (3%) requirement. The incentive is only given to those Bidders who are responsive to the DVBE program requirement and propose DVBE participation in the resulting Contract that exceeds the mandatory three percent (3%) requirement. If the Bidder is claiming a DVBE incentive, the Bidder must complete the Bidder Declaration GSPD-05-105 form as [ATTACHMENT 6: BIDDER DECLARATION GSPD 05-105](#) for each DVBE as [ATTACHMENT 8: DVBE DECLARATIONS](#), and [ATTACHMENT 9: BIDDING PREFERENCES AND INCENTIVES](#) and submit with its Final Proposal. If the Bidder is not using subcontractors, the Bidder is still required to complete [ATTACHMENT 6: BIDDER DECLARATION GSPD 05-105](#), answering the applicable questions on the form and submit with Final Proposal. See [SECTION 7. EVALUATION](#) for details on the amount and application of the incentive during proposal evaluation.

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

<https://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd05-105.pdf>

3.14.3. SMALL BUSINESS PREFERENCE (O)

§14835 et seq. of the California Government Code requires that a five percent (5%) preference be given to Bidders who qualify as a small business. The rules and regulations of this law, including the definition of a small business, or qualifying non-small business, are contained in Title 2, California Code of Regulations, §1896 et seq. The definition of nonprofit veteran service agencies qualifying as a small business is contained in §999.50 et seq. of the Military and Veterans Code. The Bidder must complete and submit [ATTACHMENT 9: BIDDING PREFERENCES AND INCENTIVES](#), and the Bidder Declaration GSPD-05-105 form and submit as [ATTACHMENT 6: BIDDER DECLARATION GSPD 05-105](#), with Final Proposal. If the Bidder is not using subcontractors, the Bidder must complete the Bidder Declaration GSPD-05-105 form answering the applicable questions on the form and submit it as [ATTACHMENT 6: BIDDER DECLARATION GSPD 05-105](#), with Final Proposal. More information regarding the Small Business Preference may be found at:

<https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Certify-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise>

3.14.4. NON-SMALL BUSINESS SUBCONTRACTOR PREFERENCE (O)

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

defined in Government Code §14838(b)(1)(2).

Bidders claiming the five percent (5%) preference must commit to subcontract at least 25 percent (25%) of the net proposal price with one (1) or more California-certified small businesses. Completed certification applications and required support documents must be submitted to the Office of Small Business and DVBE Services (OSDS) no later than 5 p.m. of the proposal due date, and the OSDS must be able to approve the application as submitted. Questions regarding certification should be directed to the OSDS at (916) 375-4940.

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

If claiming a small business preference or using small business subcontractors, the Bidder must complete the Bidder Declaration GSPD-05-105 form and submit as [ATTACHMENT 6: BIDDER DECLARATION GSPD 05-105](#), and [ATTACHMENT 9: BIDDING PREFERENCES AND INCENTIVES](#) and submit with Final Proposal. If the Bidder is not using subcontractors, the Bidder must complete the Bidder Declaration GSPD-05-105 answering the applicable questions on the form and submit as [ATTACHMENT 6: BIDDER DECLARATION GSPD 05-105](#) with Final Proposal.

3.14.5. COMMERCIALLY USEFUL FUNCTION (M)

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

A Contractor, subcontractor, or supplier will not be considered to perform a commercially useful function if the Contractor's, subcontractor(s), or supplier's role is limited to that of an extra participant in the transaction, the awarded Contract, or project through which funds are passed to obtain the appearance of small business or micro business participation.

The Bidder must complete [ATTACHMENT 10: COMMERCIALLY USEFUL FUNCTION \(CUF\) CERTIFICATION](#) for each Small Business and/or DVBE (prime and/or subcontractor(s)). All Bidders and subcontractors identified in the proposal response to fulfill the requirements for one (1) or more of the socio-economic programs (DVBE and small business) must perform a commercially useful function (CUF) in the resulting Contract. CUF is defined pursuant to Military and Veterans Code §999(b)(5)(B) and Government Code §14837(d)(4)(A) for the DVBE and small business programs, respectively.

Bidders claiming one (1) or more of the socio-economic programs must complete the Bidder Declaration

GSPD-05-105 form and submit as [ATTACHMENT 6: BIDDER DECLARATION GSPD 05-105](#), with its Final Proposal. If the Bidder is not using subcontractors, the Bidder must complete the Bidder Declaration GSPD-05-105 form answering the applicable questions on the form, and submit it as [ATTACHMENT 6: BIDDER DECLARATION GSPD 05-105](#) and submit with Final Proposal. The Bidder Declaration GSPD-05-105 is available at:

<https://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd05-105.pdf>

Bidder(s) may be required to submit additional written clarifying information regarding CUF on [ATTACHMENT 10: COMMERCIALLY USEFUL FUNCTION \(CUF\) CERTIFICATION](#). Failure to submit the requested written information as specified may be the basis for rejection of the bidder's Final Proposal.

3.14.6. TARGET AREA CONTRACT PREFERENCE ACT (TACPA) (O)

Target Area Contract Preference Act (TACPA) will be granted to California-based firms in accordance with Government Code §4530 whenever contracts for goods or services are in excess of \$100,000 and the Bidder meets certain requirements as defined in the California Administrative Code (Title 2, §1896.30 et seq.) regarding labor needed to produce the goods or provide the services being procured. The TACPA is optional on the part of the Bidder (not mandatory), is for proposal evaluation purposes only, and does not alter the amount of the awarded Contract.

Bidders wishing to take advantage of this preference will need to review the website below and submit the appropriate response forms as [ATTACHMENT 11: TACPA PREFERENCE REQUEST FORMS](#) with its Final Proposal.

The required applications/forms are as follows:

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

<http://www.documents.dgs.ca.gov/pd/poliproc/tacpaprocedure.pdf>

3.15. RUSSIA - UKRAINE CONFLICT ECONOMIC SANCTIONS

Contractor(s) shall ensure compliance with economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law (collectively, economic sanctions) including by refraining from new investments in, and financial transactions with, Russian institutions or companies that are headquartered or have their principal place of business in Russia (Russian entities), and not transferring technology to Russia or Russian entities. Contractor(s) are

further notified that they will be subject to additional reporting requirements pursuant to Executive Order (N-6-22) issued by Governor Gavin Newsom on March 4, 2022.

3.16. HARDWARE / EQUIPMENT

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

3.17. GEN AI DISCLOSURE AND FACTSHEET

The State of California seeks to realize the potential benefits of GenAI, through the development and deployment of GenAI tools, while balancing the risks of these new technologies.

Bidders must notify the State in writing if their solution or service includes, or makes available, any GenAI technology, including GenAI from third parties or subcontractors. The State has developed a GenAI Disclosure & Factsheet to be completed by the Bidder.

See [ATTACHMENT 15: GEN AI DISCLOSURE AND FACTSHEET](#).

4. PROPOSAL REQUIREMENTS

This section contains the mandatory qualifications, functional and non-functional requirements pertaining to the required services that must be met in order to be considered responsive and responsible to this solicitation. In addition to meeting these requirements, the Bidder must adhere to the SOW as described in [ATTACHMENT 1: APPENDIX A - STATEMENT OF WORK](#) of the solicitation.

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

Additionally, [SECTION 4. PROPOSAL REQUIREMENTS](#) contains optional requirements noted as Desirable Scored "(DS)" that may require documents to be submitted with Bidder's proposal.

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

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

1. (M) Sections labeled as "Mandatory" or "M" are mandatory. To be considered responsive and responsible to these requirements, all requirements identified as (M) must be responded to. Failure to respond to any (M) requirements where indicated may result in a "fail". A "fail" will be

considered a deviation in accordance with [SECTION 2.4.1. IDENTIFICATION AND CLASSIFICATION OF SOLICITATION REQUIREMENTS](#).

2. (MS) Sections labeled as “Mandatory Scored” or “MS” are mandatory. To be considered responsive and responsible to these requirements, all requirements identified as (M) must be responded to. Failure to respond to any (M) requirements where indicated may result in a “fail”. A “fail” will be considered a deviation in accordance with [SECTION 2.4.1. IDENTIFICATION AND CLASSIFICATION OF SOLICITATION REQUIREMENTS](#). The State’s evaluation team will review responses to (MS) requirements and apply points, if applicable, per criteria stated in [SECTION 7. EVALUATION](#).
3. (DS) Sections labeled as “Desirable Scored” are not required to be offered by the Bidder in order to be compliant with the solicitation requirements. The Bidder may choose whether to meet requirements labeled as (DS). However, if a Bidder offers any of these (DS) requirements, the Bidder must meet the minimum requirements as stated in the section. The State will review responses to (DS) requirements and apply points, if applicable, per criteria stated in [SECTION 7. EVALUATION](#).

4.1. QUALIFICATION REQUIREMENTS

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

The Bidder must meet the minimum Bidder Qualification and Staff Qualification Requirements. Failure to meet any mandatory requirements where indicated may result in a “fail”. A “fail” will be considered a deviation in accordance with [SECTION 2.4.1. IDENTIFICATION AND CLASSIFICATION OF SOLICITATION REQUIREMENTS](#).

4.1.1. BIDDER QUALIFICATIONS (M) and (DS)

The Bidder must complete and submit as part of the proposal response, [ATTACHMENT 12: BIDDER QUALIFICATIONS FORM](#), to confirm that the Bidder’s experience meets all the minimum requirements identified in [ATTACHMENT 12: BIDDER QUALIFICATIONS FORM](#). It is incumbent upon the Bidder to provide enough detail in Final Proposal for the state to evaluate the Bidder’s ability to meet the requirements and perform the services as described in this solicitation.

The Bidder may use up to two (2) projects to meet the total experience required for each mandatory and, if applicable, desirable experience. The Bidder may submit projects to cumulatively meet the size and scope of each requirement for the mandatory or desirable qualifications specified. Any given project may meet multiple requirements, but not more than two (2) projects must be provided to meet the requirements in [ATTACHMENT 12: BIDDER QUALIFICATIONS FORM](#). If more than two (2) projects are submitted, only the first two (2) in the order presented in the proposal will be evaluated.

Experience must have occurred within five (5) years prior to the solicitation response due date for all projects and must have been completed in the United States of America. Points will be awarded based on desirable experience in accordance with [SECTION 7. EVALUATION](#).

California Governor's Office of Emergency Services (Cal OES) may contact references stated to verify the information provided by the Bidder. Any conflicting information may result in the bid being deemed non-responsive. The reference and contact name(s) must be from the end user of the development project. References from another contractor or contracting company are not acceptable. Bidder's references may be contacted to verify information provided by the Bidder.

4.1.2. BIDDER REFERENCES

References may be contacted to validate submitted experience claimed by the Bidder. Failure to provide verifiable references on the qualification forms may cause the proposal to be rejected.

If needed, the State may contact either the Bidder and/or staff references to validate the reference submitted. The evaluation team will make two (2) attempts via phone and/or email to validate Bidder and/or staff experience using the information provided in the Bidder and/or staff reference forms, as applicable.

4.2. SOLUTION REQUIREMENTS

This section contains the detailed functional and non-functional requirements, as defined in [EXHIBIT A: TECHNICAL REQUIREMENTS](#), pertaining to the proposed system that must be met in order to be considered responsive to this solicitation. In addition to meeting these requirements, the Bidder must adhere to the SOW as described in [ATTACHMENT 1: APPENDIX A - STATEMENT OF WORK](#).

4.2.1. TECHNICAL REQUIREMENTS (M)

The Bidder must complete the following exhibits and include each exhibit in its draft proposal and Final Proposal in accordance with [SECTION 4. PROPOSAL REQUIREMENTS](#) and [SECTION 6. PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS](#).

1. [EXHIBIT A: TECHNICAL REQUIREMENTS](#)

The Bidder must complete and submit as part of its Final Proposal, [EXHIBIT A: TECHNICAL REQUIREMENTS](#). The Bidder must indicate compliance and confirmation to each of the requirements by marking "Yes" or "No" in the column labeled "Contractor Agrees to provide the Requirement Yes/No". A blank or "No" answer will be deemed a deviation and must be resolved to the State's satisfaction. In addition to the compliance of each requirement, the Bidder must submit a narrative response, where indicated, describing how the Bidder will meet the requirement and identify the location of the narrative

response to each requirement in the "Bid document and page number" column provided. It is incumbent on the Bidder to provide enough detail in the response for the State to evaluate the Bidder's ability to meet the requirement.

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

4.2.2. NARRATIVE RESPONSE REQUIREMENTS (MS)

The Bidder must complete and submit as part of the bid the [ATTACHMENT 13: TECHNICAL REQUIREMENTS NARRATIVE RESPONSES](#). It is incumbent upon the Bidder to provide enough detail in Final Proposal for the state to evaluate the Bidder's ability to meet the requirements and perform the services as described in this solicitation.

Written responses for each numbered requirement shall be a maximum of two (2) pages, single space, Times New Roman or Century Gothic, 12 font. During evaluation only the responses contained within the two (2) page maximum will be considered. Any pages exceeding the two (2) page requirement will not be considered in the evaluation.

Bidders should respond to the narrative requirement and not include marketing information as a part of the narrative response. The Bidder may add additional marketing material as a part of their overall bid submission. Only the items outlined in this RFP shall be used for evaluation purposes. Any additional information submitted in the proposal will not be considered for evaluation.

The [ATTACHMENT 13: TECHNICAL REQUIREMENTS NARRATIVE RESPONSES](#) will be scored based on the evaluation criteria identified in [SECTION 7. EVALUATION](#).

5. COST

Cost is a primary evaluation criterion weighted at 50% of the total points. Evaluation in this category will be based on the lowest total estimated net cost as calculated according to the methodology in this section and [SECTION 7. EVALUATION](#).

All proposed costs for all line items must be all-inclusive, thereby including the cost of any and all services required in this solicitation.

The intent is to structure the pricing format in order to facilitate a straightforward comparison among all Bidders and foster competition to obtain the best market pricing. Consequently, the Governor's Office of Emergency Services requires that each Bidder's cost be in the format outlined in this section. Therefore, the Bidder is advised that failure to comply with the instructions listed in this section, such as submission of an incomplete proposal, use of alternative pricing structures or different formats than the one

requested, may be the basis for rejection of the Bidder's proposal.

Important Note: It is imperative that no cost information is included in the body of the proposal. Cost information must only be submitted in the Bidder's Response, Volume 2, Cost in accordance with [SECTION 6. PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS](#).

5.1. COST WORKSHEETS (M)

Services, features, and costs included in the [EXHIBIT B: COST WORKSHEETS](#) are those that the Bidder must provide for the term of the Contract as identified in the SOW, which includes optional years. All Bidders must provide individual costs as indicated on the cost worksheets and submit with the bidder's Final Proposal. Items submitted with no price will be considered as offered at no cost.

5.2. COST WORKSHEETS INSTRUCTIONS

The [EXHIBIT B: COST WORKSHEETS](#) includes multiple cost worksheets that must be completed by the Bidder and submitted with its Final Cost Proposal to be considered responsive. The Bidder must include the completed cost worksheets sealed in Volume 2 Cost.

The Bidder is required to enter all cost data in the format prescribed by the cost workbook, even if there are no costs for the item indicated on the worksheet(s). In these instances the Bidder must indicate the cost as a zero (\$0). In addition, if any character other than a numeral is used (e.g., a dash), the State will assume the cost of the item to be zero (\$0). All other fields must not be modified. If the cost worksheet is modified or cells are left blank, the State may reject the Bidder's proposal. The cost worksheets must be filled out completely or the State may reject the Bidder's proposal.

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

The State expects that during the Contract period, legislative and/or program changes may necessitate modifications to the system and/or software. Modifications may result in unanticipated tasks and be structured based on the Bidder's hourly labor rates identified on [EXHIBIT B: COST WORKSHEETS](#), Tab #4 - Labor Cost. These rates will be used to support change requests or modifications to the Contract and shall be within industry standards, so the State can validate fair and reasonable. Bidders shall provide the hourly rates for each of the labor classifications provided in [EXHIBIT B: COST WORKSHEETS](#). If the State exercises its option(s) to extend the Contract term, each extension will be at the rates provided in [EXHIBIT B: COST WORKSHEETS](#).

Hourly labor rates will only be used on a limited basis and only with pre-approval from the CA 9-1-1 Branch.

5.3. PROJECT PAYMENT TERMS

The payment schedule for RFP - 988 Mobile Dispatch System (MDS) for Cal OES is deliverables-based on Non-Recurring Charges (NRC), except for Monthly Recurring Charges (MRC) which are paid monthly in arrears at the rates indicated in [EXHIBIT B: COST WORKSHEETS](#).

Additional payment details are defined in [ATTACHMENT 1: APPENDIX A - STATEMENT OF WORK, SECTION 35. Budget Detail and Payment Provisions](#) .

5.4. SALES TAX

Sales tax is not to be included in the cost worksheets. If awarded the Contract, sales tax, if applicable, should be added at time of invoicing. The sales tax rate applied should be based on the rate of the area where the service is to be provided. See Board of Equalization Regulation 1502 (f) (1) (D).

6. PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

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

Bidder shall upload a soft copy of its entire proposal, including the [EXHIBIT B: COST WORKSHEETS](#), as specified in [SECTION 6.3. DELIVERY OF SUBMITTALS](#).

It is important that Bidder's soft copy proposals are submitted in their entirety. Proposals not submitted in the manner specified may be rejected.

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

6.1. PREPARATION

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

6.2. COMPLETION OF PROPOSALS

Proposals must be complete in all respects as required by this section. The Final Proposal must contain all costs as required in [SECTION 5. COST](#) and [SECTION 6. PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS](#).

6.3. DELIVERY OF SUBMITTALS

6.3.1. ELECTRONIC UPLOAD

As specified in [SECTION 2.3. KEY ACTION DATES \(KAD\)](#), the Bidder must, by email, provide the Procurement Officer specified in [SECTION 2.2.1. PROCUREMENT OFFICER](#) the Bidder contact to upload the soft copy of Bidder's Final Proposal. Once provided, an invitation to a file-sharing site will be sent to the specified individual. A separate site will be created for each Bidder only accessible by the Bidder Contact and the Evaluation Team. It is Bidder's responsibility to confirm receipt of the invitations with the Procurement Officer.

The file-sharing site will provide two folders titled "Volume 1" and "Volume 2 - Cost" within which to submit the Bidder's Final Proposal. Bidder Contacts will be required to upload the soft copy of the Bidder's Final Proposal to the appropriate folders as specified in [SECTION 6.5. FINAL PROPOSAL FORMAT AND CONTENT](#).

The soft copy Cost information shall be in MS Excel format (version 2013 or higher) in a file titled "Volume 2 - Cost". Cost Information must not be password protected.

If a file is uploaded in error to the file-sharing site folders, Bidder may submit a request by email, to the Procurement Officer prior to the Last Day to Submit Final Proposals. Do not upload .zip files into the file-sharing site.

6.4. FORMATTING

It is Bidder's responsibility to ensure its proposal is submitted in a manner that enables the State to easily locate all response descriptions, attachments and exhibits for each requirement of this solicitation.

6.4.1. PROPOSAL FORMAT

Soft copy files must be submitted in searchable portable document file (PDF) format (Acrobat v. 6.0 or higher), with the exception of the following items, which must be submitted in MS Excel format (version 2013 or higher):

[ATTACHMENT 12: BIDDER QUALIFICATIONS FORM](#)

EXHIBIT A: TECHNICAL REQUIREMENTS

EXHIBIT B: COST WORKSHEETS (To be uploaded to Volume 2 - Cost)

Soft copies must be uploaded as individual files. Each file must be labeled with the following naming information:

Exhibit Number – Abbreviated Exhibit Name – Bidder Name.[ext]

Example: *Exh 7 – Bidder Declaration – ABCorp.pdf*.

6.5. FINAL PROPOSAL FORMAT AND CONTENT

Each volume of the proposal must be provided separately, submitted, and must be structured in the following manner:

6.5.1. VOLUME 1: RESPONSE TO ADMINISTRATIVE AND TECHNICAL REQUIREMENTS

1. Cover Letter - [ATTACHMENT 4: COVER LETTER FORM](#)
2. Required solicitation exhibits:
 - a. [ATTACHMENT 2: INTENT TO BID](#)
 - b. [ATTACHMENT 3: CONFIDENTIALITY STATEMENT](#)
 - c. [ATTACHMENT 5: RESPONSE TO ADMINISTRATIVE REQUIREMENTS](#)
 - d. [ATTACHMENT 6: BIDDER DECLARATION GSPD 05-105](#)
 - e. [ATTACHMENT 7: WORKERS' COMPENSATION CERTIFICATION](#)
 - f. [ATTACHMENT 8: DVBE DECLARATIONS](#)
 - g. [ATTACHMENT 9: BIDDING PREFERENCES AND INCENTIVES](#)
 - h. [ATTACHMENT 10: COMMERCIALLY USEFUL FUNCTION \(CUF\) CERTIFICATION](#)

PREFERENCE/INCENTIVE (REQUIRED ONLY AS INDICATED)

1. [ATTACHMENT 11: TACPA PREFERENCE REQUEST FORMS](#)

RESPONSE TO QUALIFICATION REQUIREMENTS, SOLUTION REQUIREMENTS, AND THE REQUIRED DOCUMENTS:

1. [ATTACHMENT 12: BIDDER QUALIFICATIONS FORM](#)
2. [ATTACHMENT 13: TECHNICAL REQUIREMENTS NARRATIVE RESPONSES](#)
3. [ATTACHMENT 15: GEN AI DISCLOSURE AND FACTSHEET](#)
4. [EXHIBIT A: TECHNICAL REQUIREMENTS](#)

6.5.2. VOLUME 2: COST

The [EXHIBIT B: COST WORKSHEETS](#) must be uploaded to SharePoint into a separate folder, marked "Volume 2: Cost".

7. EVALUATION

This section presents the evaluation process and scoring procedures the State will follow to evaluate Proposals submitted in response to this solicitation. The evaluation process is a multi-step review of each Bidder's Proposal to determine if the Bidder is responsive and responsible, and whether its Proposal provides a "value effective" solution to the State. The value effective Proposal is the Proposal that best meets all requirements set forth in this solicitation and any State negotiated items.

Responsiveness is indicated by meeting all Administrative, Qualification, Solution, and Cost Requirements, and complying with the [SECTION 2.4. RULES GOVERNING COMPETITION](#). If a Bidder's Final Proposal fails to meet a mandatory requirement, it will be considered a deviation in accordance with [SECTION 2.4.1. IDENTIFICATION AND CLASSIFICATION OF SOLICITATION REQUIREMENTS](#). Proposals that do not comply with the mandatory non-negotiated requirements identified in [SECTION 2.7. NEGOTIATIONS](#), must be resolved to the State's satisfaction prior to, or during negotiations, as requested by the State, and corrected, prior to or in the bidder's BAFO.

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

7.1. EVALUATION TEAM

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

The State will establish an evaluation team consisting of California Office of Emergency Services employees only, including management and staff to review and evaluate proposals. The State Procurement Officer will provide guidance to the evaluation team and oversight of the evaluation process. The State may engage additional qualified individuals or subject matter experts (SME) during the evaluation process to assist the State in gaining a better understanding of technical, financial, legal, contractual, or program issues. These other individuals do not have voting privileges or responsibility for the evaluation process and will serve solely in an advisory capacity.

7.2. EVALUATION STEPS

7.2.1. EVALUATION OF REQUIRED INFORMATION AND REQUIREMENTS

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

7.2.2. RECEIPT AND PRELIMINARY REVIEW

All proposals received by the time and date specified in [SECTION 2.3. KEY ACTION DATES \(KAD\)](#) will be acknowledged as having been received on time.

The Procurement Officer will check all proposals for the proper identification and to ensure that required information conforms to the proposal format and submission requirements of [SECTION 6. PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS](#).

7.2.3. MANDATORY REQUIREMENTS EVALUATION

The State will review each proposal to determine its compliance with all the requirements set forth in [SECTION 3. ADMINISTRATIVE REQUIREMENTS](#) and [SECTION 4. PROPOSAL REQUIREMENTS](#).

The evaluation team will evaluate and score each submitted proposal by consensus for compliance with the requirements designated in [SECTION 3. ADMINISTRATIVE REQUIREMENTS](#) and [SECTION 4. PROPOSAL REQUIREMENTS](#). If a Proposal fails to meet any requirement specified in [SECTION 3. ADMINISTRATIVE REQUIREMENTS](#) and [SECTION 4. PROPOSAL REQUIREMENTS](#), the State will determine if the deviation is material.

A deviation of any mandatory requirement must be resolved to the State's satisfaction prior to, or during negotiations, as requested by the State, and corrected, prior to or in the Bidder's BAFO.

7.2.4. VALIDATION AGAINST REQUIREMENTS

The State will check each Proposal in detail to determine its compliance with the solicitation requirements. The State reserves the right to use multiple means to validate and determine the Bidder's response to a requirement. This may be through details in its description and/or supporting documentation provided or material that is publicly available, that may either support or contradict the Bidder's claim of intended compliance. If a Bidder's Proposal fails to meet a mandatory requirement, it will be considered a deviation in accordance with [SECTION 2.4.1. IDENTIFICATION AND CLASSIFICATION OF SOLICITATION REQUIREMENTS](#). If a Bidder's proposal deviates from any of the non-negotiable items identified in [SECTION 2.7. NEGOTIATIONS](#), the proposal will be rejected and not considered for negotiation or Contract Award. Any deviation of any requirement other than the mandatory non-

negotiable items above, must be resolved to the State's satisfaction prior to or during negotiations, as requested by the State and corrected prior to or in the Bidder's BAFO.

During the proposal evaluation, the State may request that the Bidder clarify any area of the proposal that the State determines to be unclear in accordance with [SECTION 7. EVALUATION](#).

7.3. FINAL PROPOSAL EVALUATION

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

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

The maximum points available for this solicitation are 2300 points. All point calculations will be rounded to two (2) decimal places (the nearest hundredth). The Bidder's cost will only be opened if it complies with [SECTION 3. ADMINISTRATIVE REQUIREMENTS](#) and [SECTION 4. PROPOSAL REQUIREMENTS](#). A deviation of any mandatory requirement must be resolved to the State's satisfaction prior to, or during negotiations, as requested by the State, and corrected, prior to or in the bidder's BAFO. Bidders that have a material deviation will be disqualified and their cost will not be opened. The distribution and allocation of maximum points possible for each proposal element is provided in Table 7-1: Scoring and Point Distribution, which identifies each evaluation component, the scoring methodology, and the maximum points available for scored components.

Table 7-1: Scoring and Point Distribution

SCORING AND POINT DISTRIBUTION	
SECTION 3. ADMINISTRATIVE REQUIREMENTS	Pass/Fail
SECTION 4. PROPOSAL REQUIREMENTS BID REQUIREMENTS (Qualification and Solution Requirements)	Maximum Points 1150
EXHIBIT A: TECHNICAL REQUIREMENTS	Pass/Fail
ATTACHMENT 12: BIDDER QUALIFICATIONS FORM	Pass/Fail
ATTACHMENT 12: BIDDER QUALIFICATIONS FORM , Additional points for Desirable Scored (DS) Bidder Qualifications	150
ATTACHMENT 13: TECHNICAL REQUIREMENTS NARRATIVE RESPONSES	1000

SCORING AND POINT DISTRIBUTION	
Preference/Incentive Points	Maximum Points (TBD)
Maximum Small Business Preference Points	TBD
SECTION 7.3.7.3. DVBE INCENTIVE	115
SECTION 5. COST	Maximum Points 1150
Cost Worksheets	1150
Maximum Total Score (Points)	2300
Maximum Total Score with preference/incentive points applied	TBD

7.3.1. ERRORS IN THE FINAL PROPOSAL

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

1. If the Bidder's intent is clearly established based on review of the complete Final Proposal submittal, the State may at its sole option correct an error based on that established intent.
2. If the State discovers obvious clerical or arithmetic errors, the State may, at its sole option, correct such errors. If the mathematical correction results in significant changes to the Bidder's response, the State will provide the Bidder the opportunity through the process identified in [SECTION 7.2.4. VALIDATION AGAINST REQUIREMENTS](#) to validate the resulting correction.
3. It is absolutely essential that Bidders carefully review the cost elements in their Final Proposals and BAFOs, since they will not have the option to correct errors after the time for submission.
4. The State may request clarification of items in the Bidder's response if the meaning is not clear to the State, utilizing the process identified in [Section 7. EVALUATION](#). Responses to requests for clarification must be confirmed in writing by the Bidder as instructed by the State's Procurement Officer at the time of the request.
5. In the event an ambiguity or discrepancy between any of the State's Solicitation documents, is detected after the opening of bids, the State reserves the right to seek clarification and acceptance from the Bidder.
6. At the State's sole discretion, it may declare all Final Proposals to be Draft Proposals. Bidders may not protest the State's determination of all Final Proposals being declared Draft Proposals. If

all proposals are declared to be Draft Proposals, the State may issue an addendum to this RFP. Should this occur, confidential discussions may be held with Bidders who are interested in continuing to be considered. Each Bidder will be notified of the due date for the submission of a new Final Proposal to the State. This submission must conform to the requirements of the original RFP as modified by any addenda. The new Final Proposals will be evaluated as required by [SECTION 7. EVALUATION](#).

7.3.2. REJECTION OF PROPOSALS

A deviation of any non-negotiable requirement identified in [SECTION 2.7. NEGOTIATIONS](#) , will disqualify a Bidder from participating in Evaluation, Negotiations and Contract Award.

A deviation of any mandatory requirement must be resolved to the State's satisfaction prior to, or during negotiations, as requested by the State, and corrected, prior to or in the bidder's BAFO.

7.3.3. ADMINISTRATIVE REQUIREMENTS EVALUATION

All [SECTION 3. ADMINISTRATIVE REQUIREMENTS](#) labeled with (M) are mandatory, with the exception of those Administrative Requirements in [SECTION 3. ADMINISTRATIVE REQUIREMENTS](#) labeled with (O) which are optional and Bidders are not required to respond. Review of the proposals will begin with ensuring that the Bidder has responded to all administrative requirements, in [SECTION 3. ADMINISTRATIVE REQUIREMENTS](#) that require proposal submittal documents including the Bidder's Cover Letter and all administrative exhibits identified in this solicitation. The State will accept copies of an original wet signature or e-signatures, unless otherwise indicated.

If a Proposal fails to meet any mandatory requirement specified in [SECTION 3. ADMINISTRATIVE REQUIREMENTS](#) , will be considered a deviation in accordance with [SECTION 2.4.1. IDENTIFICATION AND CLASSIFICATION OF SOLICITATION REQUIREMENTS](#).

7.3.4. SOLUTION REQUIREMENTS EVALUATION

7.3.4.1. TECHNICAL REQUIREMENTS

The technical requirements identified in [EXHIBIT A: TECHNICAL REQUIREMENTS](#) consist of (M) and (MS) requirements. The Bidder must provide complete responses to each (M) and (MS) requirements, as described in [EXHIBIT A: TECHNICAL REQUIREMENTS](#).

The State will evaluate each technical requirement, including any reference materials to which the State is specifically directed for additional information to determine whether the response fully addresses the requirements.

7.3.4.2. NARRATIVE RESPONSE(S) REQUIREMENTS (MS)

This section outlines how the State will evaluate the RFP and award points that preserves the integrity of the competitive procurement process. Proposals will be evaluated according to the procedures contained in this solicitation section. There is a total of 1000 points assigned to Narrative Responses. All point calculations will be rounded to two (2) decimal places (the nearest hundredth). The distribution and allocation of maximum points possible for each proposal element is provided in [EXHIBIT A: TECHNICAL REQUIREMENTS](#), Tab A.0 - Narrative Requirements and Table 7-2: Scoring and Point Distribution for Narrative Responses, which identifies each evaluation component, the scoring methodology, and the maximum points available.

Table 7-2: Scoring and Point Distribution

SCORING TYPE: MANDATORY SCORED (MS) NARRATIVE RESPONSES		
Evaluation Criteria	Evaluation Outcome	Score
Response and supporting information: Demonstrates in the Bidder's own words a thorough, detailed, and comprehensive understanding of the requirement. Demonstrates the ability and intent to meet or exceed the requirement in full. Provides evidence of proven ability to meet or exceed the requirement or detailed plans or methodology that further demonstrates how the requirement will be optimally met or exceeded. Provides an approach that is fully achievable, applies best practices, is clearly and concisely presented, and is logically organized.	Exceeds (E)	100% of the max points available for that Req. Number
Response and supporting information: Demonstrates in the Bidder's own words a comprehensive understanding of the requirement. Demonstrates the ability and intent to meet the requirement in full. Provides some evidence of proven ability to meet the requirement or detailed plans or methodology that further demonstrates how the requirement will be met. Provides an approach that is mostly achievable, suitable, acceptably presented, and sufficiently organized.	Good (G)	75% of the max points available for that Req. Number
Response and supporting information: Simply repeats or paraphrases the requirement. Meets or partially meets the requirement without supporting description or literature. Does not demonstrate that the Bidder fully understands the requirement. Provides an approach that is not fully achievable, somewhat suitable, less than acceptably	Marginal (M)	50% of the max points available for that Req. Number

SCORING TYPE: MANDATORY SCORED (MS) NARRATIVE RESPONSES		
presented, and somewhat unorganized.		
Response is not relevant; or Response does not demonstrate an understanding of, or inaccurately interpreted the requirement; or The approach is not achievable; or The Bidder failed to provide narrative to support the requirement; or The Bidder provided a narrative that counters or softens the “Yes” response to a mandatory requirement with a statement that "intends" to support the mandatory requirement.	Unacceptable (U)	0%

7.3.5. CALCULATE BIDDER PROPOSAL NON-COST SCORE

The Bidder's non-cost score is the sum of the Bidder's qualification requirements score plus the bidder's solution requirements score from the bidder's Final Proposal. The table below is an illustration of this process.

Table 7-3

Bidder Proposal Non-Cost Score Calculation			
Bidder	Hypothetical Bidder Qualification Requirements Score	Hypothetical Bidder Solution Requirements Score	Hypothetical Bidder Proposal Score Summation
A	150 points	750 points	900 points
B	175 points	775 points	950 points
C	100 points	650 points	750 points

NOTE: Point values in the example explain the calculations and have no other significance.

7.3.6. COST EVALUATION

After [SECTION 3. ADMINISTRATIVE REQUIREMENTS](#) and [SECTION 4. PROPOSAL REQUIREMENTS](#) have been evaluated, the evaluation team will evaluate the [EXHIBIT B: COST WORKSHEETS](#) (Bidder's response to Volume 2) for those Bidders whose proposals have been deemed responsive and responsible. If a Bidder was determined to be non-responsive and/or not responsible during the evaluation of the administrative and bid requirements, the cost will remain unopened for that Bidder.

All cost worksheets/workbooks will be validated to verify completeness and mathematical accuracy. If appropriate, errors will be corrected in accordance with [SECTION 7.3.1. ERRORS IN THE FINAL PROPOSAL](#).

After costs worksheets/workbooks have been verified for accuracy, the Bidder with the lowest proposed total cost could receive the maximum score of 1150 points. All other Bidders will receive a proportionally lower score using the ratio of the lowest proposed total cost to the Bidder's proposed total cost applied to the maximum points of 1150, as shown in the examples below (Table 7-4 - Bidder Cost Score Calculation) below:

Table 7-4 - Bidder Cost Score Calculation

Technical	Cost	
980	\$3,420,000	Bidder A
1000	\$2,508,000	Bidder B
750	\$1,710,000	Bidder C
850	\$1,824,000	Bidder D
950	\$2,280,000	Bidder E
Budget	\$2,280,000	

	B	C	D	E	F	G	H
2	Variable Name	Description	Example 1 Bidder A	Example 2 Bidder B	Example 3 Bidder C	Example 4 Bidder D	Example 5 Bidder E
3	Technical Points	Maximum technical points	1000	1000	1000	1000	1000
4	Technical Points	Technical points received by bidder	980	1000	750	850	950
5	Cost Points	Maximum Cost Points	1000	1000	1000	1000	1000
6	Cost Bid	Cost bid by the bidder	\$3,420,000	\$2,508,000	\$1,710,000	\$1,824,000	\$2,280,000
7	Lowest Cost Bid	Cost price of all bids	\$1,710,000	\$1,710,000	\$1,710,000	\$1,710,000	\$1,710,000
8	Best Value Ratio	Normalized score based on technical proposal ($=D4/D3$)	0.98	1	0.75	0.85	0.95
9	Best Value Factor	Normalized score for Cost proposal ($= D8*D5$)	980	1000	750	850	950
10	Best Value Score	Cost Value in terms of Best Value ($=D9*(D7/D6)$)	490	681.82	750	796.88	712.5
11	NEW SCORE	Total points earned ($=D10+D4$)	1470	1681.82	1500	1646.88	1662.5
12	Bidder Rank		5	1	4	3	2
	Note: Must score 70% of total points to receive award.						

The cost score calculation example in Table 7-4, Bidder Cost Score Calculation example illustrates that Bidder C proposed the lowest cost and received the maximum points possible.

NOTE: Point values in this example explain the calculations and have no other significance.

7.3.7. SOCIOECONOMIC PROGRAMS

Bidders who claim preference points will be evaluated to determine whether they submitted the required forms, documents, exhibits, and/or the responses necessary to validate their qualification and eligibility for the claimed preference(s). If the State determines that the submitted information is insufficient or that the required documents do not otherwise validate the eligibility for points in any of the claimed programs, then the points for that program will not be added to the Bidder's final overall proposal score. If the State is able to validate the Bidder's claim, the qualified preference points will be applied to the Bidder's final overall proposal score as illustrated in Table 7-7 Final Score and Rank Determination provided that the Bidder's proposal is not otherwise determined to be non-responsive to any mandatory requirements.

7.3.7.1. TACPA PREFERENCE

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

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

The State will verify Target Area Contract Preference Act (TACPA) preference and apply the TACPA Preference accordingly. The TACPA preference does not apply when the worksite is fixed by the terms of the Contract.

7.3.7.2. SMALL BUSINESS PREFERENCE

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

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

This five percent (5%) small business preference is also available to a non-small business claiming 25%

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

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

For an illustration of this process, refer to the example in Table 7-5, Small Business Preference Points Calculation. Points in this example explain the calculations and have no other significance.

The preference points for bidders A and B are based on five percent (5%) of the Bidder proposal score of Bidder C, the highest scorer of a non-small business, which is $(1750.00 \text{ points}) \times (.05) = 87.5 \text{ points}$ (rounded). Bidder C, which is neither a small business nor a non-small business subcontracting a minimum of 25 percent (25%) to a small business, receives no small business preference points.

Table 7-5 - Small Business Preference Points Calculation

Small Business Preference Points Calculation				
Bidder	Bidder Total Proposal Score	Small Business Preference Claim?	Non-Small Business Preference Claim?	Small Business Preference Points Awarded
A	1,500.00 pts	Yes	No	87.50 pts
B	1,700.00 pts	No	Yes	87.50 pts
C	1,750.00 pts	No	No	0.00 pts

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

7.3.7.3. DVBE INCENTIVE

In accordance with §999.5(a) of the Military and Veterans Code, for evaluation purposes only, the State shall provide an incentive to bidders who provide California-certified DVBE participation that exceeds the mandatory California-certified DVBE participation goal in the amounts shown in Table 7-6 DVBE

Participation Incentive Points.

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

Table 7-6

DVBE Participation Incentive Formula		
Confirmed DVBE Participation	DVBE Incentive Percentage	DVBE Incentive Points*
≥ 5%	{5%}	{100.00 (2,000 x .05)}
4% - 4.99%	{4%}	{80.00 (2,000 x .04)}
3.1% - 3.99%	{3%}	{60.00 (2,000 x .03)}
<3%	{0%}	{0.00}

7.3.8. BIDDER FINAL SCORE CALCULATION AND RANK DETERMINATION

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

Table 7-7

Bidder Final Score Calculation					
Bidder	Bidder Total Proposal Score	Small Business Preference Points Awarded	Verified DVBE %	DVBE Incentive Points Awarded	Bidder Final Score
A	1500.00 pts	87.50 pts	3%	60.00 pts	1647.5.00 pts
B	1700.00 pts	87.50 pts	4%	80.00 pts	1867.50 pts
C	1750.00 pts	0.00 pts	5%	100.00 pts	1850.00

Bidder Final Score Calculation					
					pts

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

7.3.9. SUBMISSION OF AMENDED FINAL PROPOSAL(S)

The State may require submission of an amended final proposal(s) incorporating any revisions made through the bid clarification process.

7.4. NEGOTIATIONS

The State intends to enter into negotiations as set forth in [SECTION 2.7. NEGOTIATIONS](#) under PCC §6611.

Negotiations allow the State and Bidder an opportunity to discuss items that could, in the State’s opinion, enhance the Bidder’s response and potential for award. Negotiations are not intended to allow a Bidder to completely rewrite their bid. The negotiations are exchanges between the State and the Bidder, which are undertaken with the intent of allowing the Bidder to revise its Final Bid only in areas determined by the State during the negotiation process. Negotiations will be conducted either orally or in writing. These negotiations may include bargaining, such as persuasion, and alteration of assumptions and positions. The State may discuss any aspect of the Bidder’s response that could, in the opinion of the State, be altered or explained to materially enhance the bid’s potential for award. However, the State is not required to discuss every area where the Bidder’s response could be improved. The scope and extent of negotiation exchanges are a matter of the State’s judgment. All aspects of the Bidder’s response are confidential until after the issuance of the notification of award.

NOTE: In the event no compliant proposals are received, the State at its discretion may proceed to negotiations with all firms that submitted a proposal.

7.4.1. PROCEEDING TO NEGOTIATIONS

At the discretion of the State, up to the top three (3) highest scoring, compliant bidders will be determined eligible to participate in the negotiation process.

7.4.2. NEGOTIATION INVITATION

Once compliant bidders are determined, those bidders will be notified in writing: (1) that the State is initiating negotiations pursuant to Public Contract Code 6611(a); (2) the general purpose and scope of the

negotiations; (3) the anticipated schedule for the negotiations; and (4) the procedures to be followed for negotiations.

At the discretion of the State, the State may invite Bidder(s) to participate in the negotiation process as stated previously in negotiations [SECTION 7.4.1. PROCEEDING TO NEGOTIATIONS](#).

Confirmation of Attendance: Bidder(s) who have been invited to participate in negotiations must confirm attendance, in accordance with the invitation instructions, within two (2) State business days of invitation.

7.4.3. BEST AND FINAL OFFER SUBMISSION (BAFO)

At the conclusion of negotiations, the State may request a best and final offer (BAFO) submission. The intent of the BAFO is to clarify and document understandings reached during negotiations. The State will establish a date and time for receipt of the BAFOs based on when the Bidder's BAFO negotiations occur. A Bidder's BAFO is an irrevocable offer for 180 calendar days following the scheduled date for submission of a final accepted BAFO. A Bidder may extend the offer in the event of a delay in Contract award.

BAFOs must be submitted to the location identified in [SECTION 2.2.1. PROCUREMENT OFFICER](#), by the specific date and time that will be communicated to each Bidder individually in writing.

The BAFO submission must address the following:

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

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

7.4.4. EVALUATION OF BAFO SUBMISSION

The State will evaluate the BAFO submissions for compliance with RFP requirements and negotiated items to determine which BAFO provides the most value effective solutions for the State. The State will document the evaluation process and selection criteria in its final selection documents.

7.4.5. SELECTION

Upon completion of evaluation of the BAFOs, final selection will be determined based on the responsive and responsible Bidder submitting the highest scoring (after preferences and incentives) supplemental proposal. The State reserves the right at any time to reject any or all proposals.

7.4.6. DEBRIEFING

A debriefing may be held within fourteen (14) days after Contract award at the request of any Bidder for the purpose of receiving specific information concerning the evaluation. The discussion will be based primarily on the qualifications, solution requirements and cost evaluations of the Bidder's Final Proposal. A debriefing is not the forum to challenge the solicitation specifications or requirements.

8. INFORMATIONAL ATTACHMENTS

The following attachments to this solicitation are informational for use in the solicitation process and do not need to be submitted with the Bidder's proposal response. They can be found in [ATTACHMENT: PART 2 - SOLICITATION FORMS](#).

1. [ATTACHMENT 14: TEMPLATE FOR QUESTION SUBMITTAL](#). This attachment provides the format for a Bidder to submit questions regarding this solicitation.
2. [ATTACHMENT 16: SOLICITATION SUBMISSION CHECKLIST](#). This attachment references items to be submitted as part of the Final Proposal submission, but is not guaranteed to include all necessary items.

ATTACHMENT 1: APPENDIX A - STATEMENT OF WORK



Request For Proposal RFP

A231011804.01

PART 2 – BIDDER RESPONSE

FOR

RFP - 988 Mobile Dispatch System (MDS) for Cal OES

May 16, 2024

Issued by:

STATE OF CALIFORNIA

Governor's Office of Emergency Services

601 Sequoia Pacific Blvd., Sacramento, CA 95811-0231

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

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

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

ATTACHMENT 1: APPENDIX A - STATEMENT OF WORK (SOW)

1. Background and Purpose

The Governor's Office of Emergency Services (Cal OES), Public Safety Communications, CA 9-1-1 Emergency Communications Branch (CA 9-1-1 Branch) is authorized by Government Code Section 53123 to manage and oversee the statewide 988 technology services with funding provided by the 988 State Emergency Telephone Number Account (SETNA) surcharge.

Cal OES is seeking a Software as a Service (SaaS) for Mobile Dispatch System (MDS) that will interface with existing cloud native 988 System. The California 988 system currently includes Call Handling System (CHS) to receive and process 988 calls, chats, and texts, as well as a Customer Relationship Management (CRM) to manage client information and document 988 interactions for the existing 988 Lifeline Crisis Centers (LCC) or designated dispatch centers in California, with the potential to expand to additional LCCs or designated dispatch centers. The California 988 system is a cloud native solution that provides a standards-based interface for sending the information needed for the MDS to support the requirements in this SOW and [EXHIBIT A: TECHNICAL REQUIREMENTS](#).

The services provided shall comply with the SOW and [EXHIBIT A: TECHNICAL REQUIREMENTS](#), to support the LCC or designated dispatch centers' workflow and mobile dispatch services. The main goal of the MDS is to provide the California LCCs or designated dispatch centers with the ability to dispatch mobile crisis teams to the correct location. The MDS shall align with the five-year implementation plan for a comprehensive 988 system currently under development by the California Health and Human Services Agency. The Contractor shall ensure that authorized data from the 988 MDS can interface with 9-1-1 and 988, based on policy set by the 988 Technical Advisory Board, 988 Policy Advisory Board, and Cal OES.

1.1. Objective

The purpose of this project is the procurement and implementation of a system to provide the California Governor's Office of Emergency Services (Cal OES) and the State of California (hereafter referred to as "State") with 988 Mobile Dispatch System Services (Hereafter referred to as "988 MDS") that will be utilized by the agency or agencies that are dispatching Mobile Crisis Response Teams.

The Contract Award, if made, will be to the single bidder in accordance with the methodology defined in [SECTION 7. EVALUATION](#).

2. Description of Proposed New System or Service

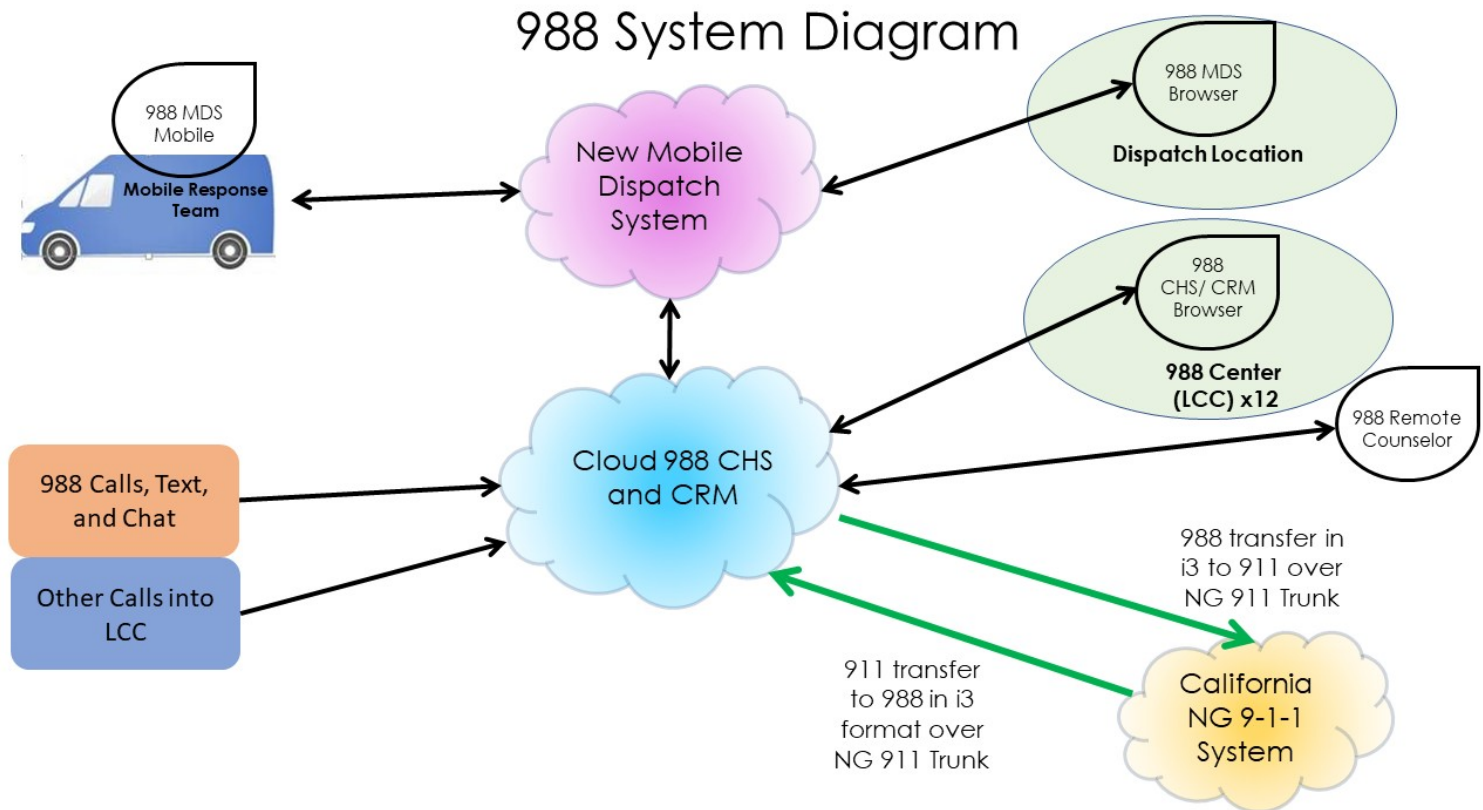


Figure 1: 988 System Diagram

California 988 Lifeline Crisis Centers

1. Crisis Support Services of Alameda County (Oakland)
2. WellSpace Health (Sacramento)
3. Buckelew Suicide Prevention Program (Novato)
4. Suicide Prevention Center, Didi Hirsch Mental Health Services (Los Angeles)
5. StarVista (San Mateo)
6. San Francisco Suicide Prevention (San Francisco)
7. Central Valley Suicide Prevention Hotline - Kings View (Fresno)
8. Optum Health (San Diego)
9. Contra Costa Crisis Center (Walnut Creek)
10. Kern County Mental Health (Bakersfield)
11. Santa Clara Suicide and Crisis Services (San Jose)
12. Suicide Prevention Service of the Central Coast (Santa Cruz)

The Contractor shall provide services that meet National Emergency Number Association (NENA) i3 V2, Emergency Incident Data Object (EIDO) and industry standards upon contract award. The Contractor is required to update their solution to meet any updates to the NENA i3 and industry standards, such as

EIDO, within 6 months of CA 9-1-1 Branch notification, at no additional cost to the CA 9-1-1 Branch, per [EXHIBIT A: TECHNICAL REQUIREMENTS](#).

The 988 MDS solution shall interface with the existing 988 system (CHS and CRM) as directed by Cal OES and the existing 988 system provider. The technical requirements of the existing 988 system can be found at www.caloes.ca.gov/9-8-8 as well as additional resource documents and information.

3. Term of the Contract

Effective upon approval of CDT, Statewide Technology Procurement (STP), the term of the Contract is three (3) years.

The State, at its sole discretion, may exercise its option to execute two (2) two (2) year extensions to perform 988 MDS for a maximum Contract term of seven (7) years.

Contractor shall provide an all-inclusive 988 MDS solution. All options shall be included with the ability to de-activate or 'turn off' options or features based on LCC or designated dispatch centers' needs and requirements. Vendor shall not provide options that result in tiered service.

Amendments may occur at any time, consistent with the Terms and Conditions of the Contract and by mutual consent of both parties, subject to approval by the CA 9-1-1 Branch and CDT, STP.

The period of performance for an LCC or designated dispatch center 988 MDS purchase will continue for the life of the Contract, including all extensions. System maintenance, software and hardware updates, system monitoring, and all other efforts needed to ensure the 988 remains current for all systems shall be included. Coverage starts from the date of system acceptance. The Contractor shall adhere to this Period of Performance for up seven (7) years after system acceptance.

After the Contract expiration date, new orders shall not be issued and are prohibited.

The Contractor shall not be authorized to deliver goods or commence the performance of services as described in this [ATTACHMENT 1: APPENDIX A - STATEMENT OF WORK](#) until written approval has been obtained from all entities and 988 MDS testing has been completed. Any delivery or performance that is commenced prior to the signing of the Contract shall be considered voluntary on the part of the Contractor and non-compensable.

4. Amendment

The Agreement may be amended, consistent with the terms and conditions of the Agreement, and by mutual consent of both parties, subject to approval by the CDT Statewide Technology Procurement under Public Contract Code (PCC) Section 12100. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved by oversight agencies if

required. No oral understanding not incorporated in the Agreement is binding on any of the parties.

5. Contract Contacts

The authorized representatives during the term of this Agreement are tables below.
Changes to the Authorized Representatives are allowed without contract amendment via written notice to the representatives identified below.

For service related inquires:

State: California Governor's Office of Emergency Services

Name:

Address: 601 Sequoia Pacific Blvd. MS-911, Sacramento, CA 95811

Phone:

E-mail:

Contractor:

Name:

Address:

Phone:

E-mail:

For Agreement administrative inquires:

State: California Governor's Office of Emergency Services

Name:

Address: 601 Sequoia Pacific Blvd. MS-911, Sacramento, CA 95811

Phone:

E-mail:

Contractor:

Name:

Address:

Phone:

E-mail:

6. Solution Requirements

988 MDS Service to be Provided:

The Contractor shall provide all personnel, hardware, software, and network services necessary to meet all the requirements of this SOW to provide 988 MDS to all state-recognized LCC or designated dispatch center in California, which includes the twelve existing LCCs or designated dispatch centers and could include additional LCC or designated dispatch center over the contract period as a Software as a Service solution. The specific requirements are detailed throughout this SOW and [EXHIBIT A: TECHNICAL REQUIREMENTS](#). If an item is required to complete the services identified in the SOW or in the [EXHIBIT A: TECHNICAL REQUIREMENTS](#) and is not identified in the [EXHIBIT B: COST WORKSHEETS](#), it will be interpreted to mean that the item will be provided by the Contractor at no cost.

A "User" is someone that has been authorized to access the 988 MDS. The level of access provided to each User is based on Authorization Levels for LCC or designated dispatch center personnel, California Health and Human Services (CHHS) personnel, and Cal OES personnel. User access shall only be authorized by the Cal OES Project Manager or its designee.

The Contractor agrees to provide 988 MDS in accordance with the SOW and [EXHIBIT A: TECHNICAL REQUIREMENTS](#). The Contractor agrees that 988 MDS includes the interfaces needed to the existing 988 Call Handling System and the existing Customer Relationship Management to manage client information and document 988 interactions and the interface to the National 988 system. The Contractor agrees that 988 MDS shall support all call handling and call flow elements of NENA i3 for all data transferred from the 988 System via EIDO and EIDO conveyance, and the 9-1-1 Data Information Sharing System (DIS). Any proprietary components that are implemented within the 988 MDS shall not compromise the ability to support the interface with existing 988 and 9-1-1 systems, regardless of Contractor.

988 MDS to be provided shall include, but are not limited to:

1. This solution shall be a Native Cloud based service.
2. Contractor shall provide solutions to the LCC or designated dispatch centers that have been tested in the CA 9-1-1 Branch NG911 Lab and validated by the CA 9-1-1 Branch to ensure interoperability with the 988 System and the NG 9-1-1 System;
3. Contractor shall provide 988 MDS performance monitoring and provide access to LCC or designated dispatch centers, CHHS, and the CA 9-1-1 Branch through a dashboard that is defined by the CA 9-1-1 Branch;
4. Contractor shall be solely responsible for trouble ticket reporting for all 988 MDS to include subcontractor services. The Contractor shall develop and maintain trouble ticket e-bonding with 988 System trouble ticketing. Trouble ticket information and status updates must be pushed and received by all parties in order to reduce confusion and to allow a single point of reference, no matter which vendor the LCC or designated dispatch centers chooses to call;
5. Contractor shall implement standards and best practices as determined by the CA 9-1-1 Branch to ensure interoperability;
6. Contractor shall provide leadership, project management, and all activities needed to promote collaborative mission focused, implementation that supports interoperability and supports the Cal OES mission at no additional cost;
7. Contractor shall provide a lead team member to work together to maintain the interoperability interface with national 988 system, and the California 988 system, and NG 9-1-1 system;
8. Contractor shall ensure that installation of equipment includes all hardware, cabling, labor, software and configuration required to deliver and make the system ready for use, and operational with the manufacturer's published specifications;
9. Contractor's MDS coverage shall include maintenance and replacement of all system components, including but not limited to all workstations, interface devices, and associated hardware;
10. Contractor shall designate a primary contact person located in the continental United States (CONUS) to whom all project communications may be addressed and who has the authority to act on all aspects of the services;
11. Contractor shall notify the CA 9-1-1 Branch, in writing, of all changes in the personnel assigned to the tasks. If a Contractor employee is unable to perform due to illness, resignation, or other factors beyond the Contractor's control, the Contractor will provide suitable substitute personnel;
12. Contractor shall install workstations and any peripheral hardware on the premises of the LCC or designated dispatch centers, during the best available hours for the LCC or designated dispatch centers, and at all other times as required to successfully provide the services;
13. Contractor shall provide the LCC or designated dispatch centers, and the CA 9-1-1 Branch with a copy of the system update process and schedule;
14. Contractor shall work closely with LCC or designated dispatch centers regarding any of the additional applications provided under Contract and adhere to any changes and future time-frames listed in the individual requirements;

15. Contractor shall ensure LCC or designated dispatch centers have unrestricted use of any MDS solution software that is proprietary in nature;
16. Contractor shall submit a system diagram, depicting data flow and interconnection requirements;
17. Contractor shall be responsible for all the terms and conditions of this Contract regardless of whether or not a failure occurs in their system or their Subcontractors system;
18. Contractor shall implement all mobile dispatch services needed to support 988 dispatch needs for all 988 calls, texts, and chats (contacts) and additional crisis call lines (other than 988) operated by the LCC or designated dispatch centers;
19. Contractor shall provide information needed from the MDS to interface with the Customer Relationship Management (CRM) and Case Management system to manage client information and document 988 interactions;
20. Contractor shall implement all functional requirements included in [EXHIBIT A: TECHNICAL REQUIREMENTS](#).

6.1. 9-1-1 SERVICES ENVIRONMENT

This section is intended to present an overview of the NG9-1-1 environment in California. The contractors that provide NG 9-1-1 services are responsible for delivering 9-1-1 traffic to the PSAP based on the PSAP that has been identified to receive the 9-1-1 information. The 988 System Contractor is responsible for sending 9-1-1 traffic to the CA NG 9-1-1 system as a result of a transfer from 988 and to receive a transfer from 911 to 988 with the ability to route the traffic geospatially to the correct LCC or designated dispatch centers. The 988 System Contractor provides the call processing functionality required to display any and all 9-1-1 information at the LCC or designated dispatch centers. The 988 System Contractor is responsible for transferring any 988 call that needs to be transferred to 9-1-1 to the NG 9-1-1 system as a result of a transfer from 988 with the information needed to route the traffic geospatially to the correct PSAP. The 988 system Contractor provides the call processing functionality required to display any and all 988 information that that needs to be displayed for 9-1-1 at the PSAP.

6.2. COMMERCIALLY AVAILABLE HARDWARE

Wherever possible, commercially available hardware shall be used for simplicity, ease of maintenance, replacement, and upgrades.

7. State Data Center or Contractor Hosted Facility Environment

The host Cloud provider must provide **FedRAMP High Certification**, plus, meet the additional requirements found in SAM and CA Statewide Information Management Manual (SIMM).

8. State's Roles and Responsibilities

CA 9-1-1 Branch Roles and Responsibilities

1. The CA 9-1-1 Branch will designate a person to whom all Contractor communication may be addressed, and who has the authority to act on all aspects of the services - see [SECTION 5. Contract Contacts](#) for designee. The CA 9-1-1 Branch's designee will be the POC for all documents related to this Contract to ensure understanding of the responsibilities of both parties;
2. The CA 9-1-1 Branch will designate a 988 Advisor to review the SOW and associated documents. 988 Advisor shall provide at least a minimum of 10 state business days for the timely review and approval of information and documentation provided by the Contractor.
3. The CA 9-1-1 Branch, in partnership with the LCC or designated dispatch centers, will determine adequacy of all work performed, and all products installed by the Contractor. Should the work performed or the products installed by the Contractor fail to meet expectations, requirements, or specifications, the following resolution process will be employed:
 - a. The Contractor shall, within five (5) State business days after initial problem notification, respond to the CA 9-1-1 Branch by submitting a corrective action plan to address the specific inadequacies or failures in the identified services and products. Failure by the Contractor to respond to the CA 9-1-1 Branch's initial problem notification within the required time limits may result in immediate termination of the Contract.
 - b. In the event of such termination, the CA 9-1-1 Branch shall pay all amounts due to the Contractor for all work accepted prior to termination.
 - c. The CA 9-1-1 Branch will, within five (5) State business days after receipt of the Contractor's detailed explanation or proposed corrective action plan, notify the Contractor in writing whether it accepts or rejects the explanation and/or plan. If the CA 9-1-1 Branch rejects the explanation or plan, the Contractor will submit a revised corrective action plan within three (3) State business days of notification of rejection. Failure by the Contractor to respond to the CA 9-1-1 Branch's notification of rejection by submitting a revised corrective action plan within the required time limits may result in immediate termination of the Contract. In the event of such termination, the CA 9-1-1 Branch shall pay all amounts due to the Contractor for all work accepted prior to termination.
 - d. The CA 9-1-1 Branch will, within three (3) State business days of receipt of the revised corrective action plan, notify the Contractor in writing whether it accepts or rejects the revised corrective action plan proposed by the Contractor. Rejection of the revised corrective action plan will result in immediate termination of the Contract. In the event of such termination, the CA 9-1-1 Branch shall pay all amounts due to the Contractor for all work accepted prior to termination.
 - e. The CA 9-1-1 will order network connectivity from the 988 System to the 988 MDS in two (2) logically and physically diverse Contractor points of interface within five (5) working days of:
 - i. Successful testing in the Cal OES NG9-1-1 Lab,
 - ii. The identification and CA 9-1-1 Branch approved Contractor points of interface, and

- iii. Completion of the [SECTION 37. CA 9-1-1 SERVICE ORDER FORM \(TDe-289, Rev. 09/2018\)](#).
- iv. The CA 9-1-1 will order network connectivity from the 988 System to the 988 MDS in two (2) logically and physically diverse Contractor points of interface within five (5) working days of:
 - A. Successful testing in the Cal OES NG9-1-1 Lab,
 - B. The identification and CA 9-1-1 Branch approved Contractor points of interface, and
 - C. Completion of the [SECTION 37. CA 9-1-1 SERVICE ORDER FORM \(TDe-289, Rev. 09/2018\)](#).
- f. The CA 9-1-1 Branch personnel shall utilize the [SECTION 36. PROJECT MILESTONE REPORT TEMPLATE](#), to document and track the status of all project tasks. The original PMR will be maintained with the CA 9-1-1 Branch and a copy of the PMR will be provided to the Contractor.

8.1. LCC or Designated Dispatch Centers Responsibilities

1. If required to meet special environmental considerations, the LCC or designated dispatch centers will modify its site facilities to meet the Contractor's minimum site and environmental specifications as supplied by the Contractor. Costs associated with these modifications shall be the responsibility of the LCC or designated dispatch centers.
2. Subject to the LCC or designated dispatch centers security regulations, the Contractor shall have full and free access to the 988 MDS equipment.
3. Any interfaces needed with the 988 MDS solution (including but not limited to) are needed to support mobile dispatch.
4. Identification of the preferred mobile dispatch methodology for 988 MDS.

9. Contractor's Roles and Responsibilities

1. Contractor shall deliver all services and equipment necessary for system deployment.
2. Contractor shall perform and provide an LCC or designated dispatch center site survey for each 988 MDS installation.
3. Contractor shall provide necessary wiring for connection to 988 System as well as interface connectivity to all necessary peripheral equipment.
4. Contractor shall perform System Readiness Testing prior to cutover, to ensure that the system is installed and operates as defined in [ATTACHMENT 1: APPENDIX A - STATEMENT OF WORK](#).
5. Upon Contract execution the Contractor shall meet via in person meeting or teleconference, with the CA 9-1-1 Branch team at a minimum monthly, or at the discretion of the CA 9-1-1 Branch, to ensure project tasks and timelines are met, with all Contractor Key Staff identified in

SECTION 10. Key Staff Qualifications and Skills. The CA 9-1-1 Branch may require an in-person meeting based on project status.

6. The Contractor shall adhere to and support all interface standards as designed by the 988 System contractor and approved by the CA 9-1-1 Branch.
7. The Contractor shall designate a primary contact person to whom all project communications may be addressed and who has the authority to act on all aspects of the services.
8. The Contractor shall notify the CA 9-1-1 Branch in writing, of all changes in key personnel assigned to the tasks. Key personnel are defined as those listed in the SOW or any personnel that have a direct interface with the CA 9-1-1 Branch or the LCC or the designated dispatch center. If a Contractor's employee is unable to perform due to illness, resignation, or other factors beyond the Contractor's control, the Contractor will provide suitable substitute personnel. The CA 9-1-1 Branch reserves the right to approve all substitute personnel.
9. The Contractor shall perform their duties on LCC or the designated dispatch center premises during the best available hours at the direction of the LCC or the designated dispatch center.
10. Contractor's staff will be subject to each LCC or the designated dispatch center's unique background check and security requirements.
11. Contractor shall deliver and provide all documents in electronic format.
12. Contractor shall protect data and information as outline in [EXHIBIT A: TECHNICAL REQUIREMENTS](#) and in the [ATTACHMENT 1: APPENDIX A - STATEMENT OF WORK](#).
13. Contractor shall report all SLAs in accordance with the [ATTACHMENT 1: APPENDIX A - STATEMENT OF WORK](#).

Project Management

The Project Manager (PM) has full responsibility to manage and oversee all aspects of the 988 Mobile Dispatch Software (988 MDS) deployment, system integration, and on-going Day Two maintenance. The PM shall be responsible for tracking and analyzing project data, the deployment plan, and project status and make recommendations to Cal OES. This includes, but is not limited to, communicating with internal and external stakeholders, LCC or the designated dispatch center and Mobile Crisis Response Team (MCRT) leadership, agency secretaries at the user agency, State control agencies, and individuals of similar status and capacity in the private sector. The PM shall collaborate and support Cal OES Project teams.

The PM shall monitor and track all project activities to ensure the LCC or the designated dispatch center and MCRTs include the details that must be addressed to ensure the project is completed on time. The PM shall advise Cal OES of any gaps in the plan. The PM must have an understanding of the components of the 988 MDS solution and deployment to be able to approach the integration of the different components like a Systems Integrator. The PM shall make recommendations to Cal OES on how to achieve project outcomes by leading the following efforts:

- Project management of the 988 MDS to the LCC or the designated dispatch center and MCRTs.
- Schedule for all stakeholders to support this project and timelines.
- Develop, modify, or provide input for project plans and schedule.
- Implement project plans to meet objectives.
- Coordinate and integrate project activities.
- Manage, lead, or administer project resources.
- Monitor project activities and resources to mitigate risk.
- Implement or maintain quality assurance processes. Make improvements, solve problems, or take corrective action with the 988 MDS deployment plan.
- Give presentations or briefings on all aspects of the 988 MDS project.
- Participate in phase, milestone, and final project reviews.
- Compile data and make recommendations for Branch policy pertaining to 988. Ensure Cal OES has data needed to track progress of the project.

988 MDS Network Architect

- Designs, implements, and manages the IP network required to operate the 988 MDS solution.
- Must be able to interface with the existing 988 network and any other data sources required for this project.
- Will work with network engineers from multiple stakeholders to connect to their network.
- Must have a strong knowledge of best cybersecurity practices and the ability to implement them.

988 MDS Engineering

- Responsible for the technical overview of the whole project.
- Must understand how the 988 MDS platform works within the 988 and 9-1-1 environments already in place in California.
- Must have knowledge of applicable standards, most importantly the NENA i3 standard.

988 MDS Mobile Equipment Management

- Responsible for the procurement and fulfillment and support of all equipment needs related to MDS contract deliverables including but not limited to installation services, coordination of equipment replacement, equipment device asset management, equipment refreshes and upgrades, monitoring and resolving equipment issues, managing vendors and third party contractors related to equipment matters, equipment technical support, user equipment user training, equipment maintenance support, and equipment LTE service delivery.

10. Key Staff Qualifications and Skills

The Contractor shall assign a dedicated project manager with knowledge and experience in managing system installations of similar complexity. All installations shall use industry accepted project management methodology throughout the project.

The project manager shall be the single point of contact between the Contractor, Cal OES, and the LCC or the designated dispatch center throughout the installation and acceptance process. The project manager will be responsible for coordinating all aspects of the installation including project scheduling, installation of equipment, training, problem resolution, acceptance testing, contractual and technical issues and answering all questions the LCC or the designated dispatch center may have.

The Contractor shall assign a project manager who is familiar with 9-1-1 and 988 in CA, Internet Protocol (IP) networks, as well as the proposed system. All Key Staff personnel shall be located in the continental US and will be made available for in-person meetings at the CA 9-1-1 Branch, the LCC or the designated dispatch center's request.

The following Key project Staff shall be identified:

1. 988 MDS Project Manager
2. 988 MDS Network Architect
3. 988 MDS Engineer
4. 988 MDS Mobile Equipment Manager

11. Key Personnel Changes

The Contractor shall notify the CA 9-1-1 Branch in writing, of all changes in key personnel assigned to the tasks. Key personnel are defined as those listed in the SOW or any personnel that have a direct interface with the CA 9-1-1 Branch or the LCC or the designated dispatch center. If a Contractor's employee is unable to perform due to illness, resignation, or other factors beyond the Contractor's control, the Contractor will provide suitable substitute personnel. The CA 9-1-1 Branch reserves the right to approve all substitute personnel.

The Contractor shall notify the CA 9-1-1 Branch, in writing, of any changes of subcontractor personnel assigned to the tasks within ten (10) business days of the change. The CA 9-1-1 Branch retains the right to approve or not approve. This requirement does not apply to subcontractors that only provide supplies.

12. Escalation Process

The parties acknowledge and agree that certain technical and project related problems or issues may arise, and that such matters shall be brought to the CA 9-1-1 Branch's attention. Problems or issues

shall be reported in monthly status reports and via web-based alert and monitoring systems accessible by the CA 9-1-1 Branch. Severity of the problem(s) as outlined below require escalated reporting. To this extent, the Contractor or the LCC or designated dispatch center will determine the level of severity and notify the appropriate CA 9-1-1 Branch personnel. The CA 9-1-1 Branch personnel notified and the time period taken to report the problem or issue shall be at a level commensurate with the severity of the problem or issue.

CA 9-1-1 Branch escalation levels are as follows:

First level: CA 9-1-1 Branch Manager

E-mail:

Phone:

Second level: Assistant Director, PSC

E-mail:

Phone:

Third level: Deputy Director

E-Mail:

Phone:

The CA 9-1-1 Branch may also escalate certain technical and project related problems or issues that may arise to the CDT, STP.

13. Change Control Procedures

The Contractor shall not make any changes after implementation and successful acceptance of the 988 MDS service, unless approved by the CA 9-1-1 Branch.

14. Project (Contractor) Tasks and Deliverable Requirements

A. Ordering and Delivery Process

The ordering process that the CA 9-1-1 Branch uses is detailed in the 9-1-1 Operations Manual, Chapter III, Funding which can be viewed at:

<https://www.caloes.ca.gov/wp-content/uploads/PSC/Documents/Chapter-III-Funding.pdf>

B. 988 MDS System Diagrams

As part of the ordering process for the 988 MDS, the SOW submitted to the LCCs or designated dispatch centers shall include system diagrams using Microsoft Visio or similar to depict:

1. System connectivity
2. 9-1-1 traffic and data flow for data between the 988 MDS and the 9-1-1 DIS
3. 988 traffic and data flow to include 988 texts and chats that require a 988 mobile dispatch
4. PC hardware Requirements
5. Interfaces to any LCC or designated dispatch centers auxiliary equipment (i.e. downstream devices and software interfaces)
6. 988 MDS Installation

Orders from the LCC or designated dispatch centers must be completely installed and ready for acceptance testing within 120 calendar days after [SECTION 37. CA 9-1-1 SERVICE ORDER FORM \(TDe-289, Rev. 09/2018\)](#) is issued.

The installation date may be changed by mutual consent of the Contractor and the LCC or designated dispatch centers; however, the system installation schedule must be updated with the revised dates. The Contractor will provide a revised Contractor's SOW to the LCC or designated dispatch centers and to the CA 9-1-1 Branch.

C. LCC or Designated Dispatch Center Site Survey

As part of the SOW for the LCC or designated dispatch centers, the Contractor shall prepare a list detailing the interface needed for each LCC or designated dispatch centers and the 988 System to the 988 MDS.

D. LCC or Designated Dispatch Center Site Modifications

If required, the CA 9-1-1 Branch and/or LCC or designated dispatch center will discuss the needs for LCC or designated dispatch centers modification in order to meet the Contractor's specifications related to 988 MDS installations.

E. Certification of Equipment Readiness

Equipment must be installed and certified ready for acceptance testing by the agreed to installation date and acceptance test plan between the Contractor and LCC or designated dispatch center.

F. Relocation

Relocation refers to an LCC or designated dispatch center moving to a different location on a long-term

basis or to the relocation of the data center / native cloud onramp. This includes packing up all 988 MDS and associated equipment purchased under this Contract and transporting to another location and reinstalling it for operational use.

1. If it is necessary to move the equipment purchased under this Contract from an LCC or designated dispatch center location to another, the LCC or designated dispatch center will provide its date of disconnection, the locations from and to where the equipment is to be moved, and the re-connection date to the Contractor. The Contractor and LCC or designated dispatch center will mutually agree on a reasonable amount of time to accomplish disconnection, relocation, re-connection and have the equipment ready for use. The CA 9-1-1 Branch will only pay for 30 days of overlapping 988 trunk costs. After 30 days is exceeded, billing from vacated LCC or designated dispatch center premises will be transferred and become the responsibility of the LCC or designated dispatch center.
2. The LCC or designated dispatch center will pay the Contractor for all reasonable costs for relocation. The Contractor shall maintain responsibility for the equipment at all times during the move.
3. In the case of an emergency LCC or designated dispatch center 988 MDS relocation, the CA 9-1-1 Branch will pay for all associated costs. Emergency shall consist of, but is not limited to: force majeure, man-made disasters, hazard to life and limb of LCC or designated dispatch center personnel.
4. Rearrangement of equipment at a single site or for the convenience of the LCC or designated dispatch center, shall be at the LCC's or designated dispatch center's expense. If the Contractor is asked to move and reinstall equipment at a different facility, the Contractor shall not exceed the hourly Labor Rate cost listed in [EXHIBIT B: COST WORKSHEETS](#).
 - a. Moves, Adds and Changes (MACS) - MACs refer to changes in system application configurations to facilitate LCC or designated dispatch center operations, moving equipment from one location to another in the same facility, or adding additional equipment to completed installations.
 - i. The Contractor shall provide routine MACs as requested by the LCC or designated dispatch center. When performing MACs, the Contractor will not bill for travel time to and from the LCC designated dispatch center, or preparation time, only the time spent actually performing the MACs.
 - ii. For those MACs that are performed routinely, such as adding or deleting new workstations, changing speed dial numbers, etc., the Contractor shall provide training to the LCC or designated dispatch center System Administrator if required.
 - iii. Contractor shall detail the process for the LCC or designated dispatch center to request routine MACs, how the Contractor will perform on-site versus off-site MACs and the anticipated turn-around time to completion.
 - iv. All costs for MACs will be directly billed to and paid by the LCC or the designated

dispatch center, not to exceed the hour labor rate cost listed in [EXHIBIT B: COST WORKSHEETS](#). If the Contractor is asked to move and reinstall equipment at a different facility, the labor rates established by this Contract will apply to similar activities performed, such as those described above.

- b. Documentation - Contractor shall provide the LCC or designated dispatch center with a SOW in a format that complies with the template provided in [SECTION 39. SOW SAMPLE FOR LCC OR DESIGNATED DISPATCH CENTER](#). Contractor shall provide a soft-copy of all manuals and materials as well as web access to updates.
 - i. Equipment delivery and shipment
 - ii. Shipments to and from the installation site shall be the responsibility of the Contractor.
 - iii. Equipment shall be packed and marked with content description and destination.
 - iv. The Contractor shall bear the cost of transportation/shipping whenever equipment is shipped or moved for mechanical replacement purposes.
 - v. The Contractor shall dispose of any packing material and debris. Post installation, the Contractor shall pay transportation charges for the removal of empty packing cases.
 - vi. The LCC or designated dispatch center reserves the option, with concurrence from the Contractor, to arrange and pay for all transportation/shipping charges for such relocation. Subsequent moves are not paid for by the CA 9-1-1 Branch, but may be negotiated between LCC or designated dispatch center and Contractor, when the equipment is moved from one LCC or designated dispatch center location to another.
 - vii. The LCC or designated dispatch center shall be relieved from all risk of loss or damage to the equipment purchased under this Contract during the entire time the equipment is in the possession of the Contractor, except when such loss or damage is due to the fault or negligence of the LCC or designated dispatch center. Loss or damage not due to the fault or negligence of the LCC or designated dispatch center shall be verified through a legal claims record.

15. Deliverable Acceptance/Rejection Process

A. 988 MDS SYSTEM ACCEPTANCE

Acceptance testing is intended to ensure that the system acquired operates according to the manufacturer's technical specifications, performs as warranted by the requirements of this Contract, and exhibits a 99.99% level of availability.

System acceptance testing shall commence on a mutually agreed date and time within 10 business days after Contractor issues a certificate of system readiness. Cal OES and LCC or designated dispatch centers Subject Matter Experts (SMEs) shall conduct System Acceptance Testing. Upon successful System Acceptance Testing, the Contractor shall deploy the solution at each LCC or designated dispatch centers, per the approved PDP.

In the event the system does not meet the standard of performance during the initial 10 days, the CA 9-1-1 Branch will be included in ongoing communications regarding progress or delays. The acceptance-testing period shall not be delayed due to an LCC or designated dispatch centers request to make a change within a system's featured functionality. Failures during the acceptance testing period caused by sources outside the Contractor's control, and approved by the CA 9-1-1 Branch, shall initiate a stop-clock. If the system is operating as designed (and as captured in the SOW) the LCC or designated dispatch centers may not delay system acceptance beyond the 10-day time frame. If such a delay occurs, the LCC or designated dispatch centers may be subject to loss of 988 funding and shall be responsible for all labor performed by the Contractor at the hourly rate established in [EXHIBIT B: COST WORKSHEETS](#).

The LCC or designated dispatch centers and the CA 9-1-1 Branch will judge the acceptability of all work performed, and all work products produced by the Contractor as a result of this [ATTACHMENT 1: APPENDIX A - STATEMENT OF WORK](#).

B. Acceptance Testing Criteria

1. The Contractor shall issue a certificate of system readiness when equipment and software are installed and ready for acceptance testing. Acceptance testing will begin on a date and time agreed upon by the LCC or designated dispatch centers and the Contractor and will end when the equipment and software have met the standard of performance Acceptance Testing Criteria for a period of 240 consecutive hours.
2. No invoice shall be paid by the CA 9-1-1 Branch until all the items on the 988 MDS system acceptance form are met. Upon successful completion of the acceptance testing period, Cal OES shall sign system acceptance.
3. The standard of performance for acceptance testing is defined as the operation of the 988 MDS to meet the requirements of the [ATTACHMENT 1: APPENDIX A - STATEMENT OF WORK](#), and [EXHIBIT A: TECHNICAL REQUIREMENTS](#).
4. During the acceptance testing period, if the system is not performing as intended, the Contractor shall adhere to the response time requirements specified in the [ATTACHMENT 1: APPENDIX A - STATEMENT OF WORK](#).
5. If the system does not meet the standard of performance within 120 consecutive calendar days after the start of the acceptance testing, the LCC or designated dispatch centers shall have the option to request a replacement system, extend the testing period, or terminate the order. The

LCC's or designated dispatch centers option shall remain in effect until the system meets the performance criteria. If the system has not met the standard of performance by 180 calendar days after installation, the CA 9-1-1 Branch shall validate with the MDS vendor system requirements that may prevent LCC or designated dispatch center system acceptance. If the system does not meet contract requirements, the vendor may be held in breach of contract and the contract may be canceled.

16. Data Handling and Ownership

A. Data Handling And Ownership

All 988 traffic data shall be the property of the LCC or designated dispatch center. All meta-data relating to this Contract shall be the property of the CA 9-1-1 Branch, per [EXHIBIT A: TECHNICAL REQUIREMENTS](#). All 988 traffic data and metadata shall not be accessed or distributed by any Contractor or any of its subcontractors.

B. Mobile Dispatch Records

All 988 Dispatch Records are the property of the LCC or designated dispatch center, and shall be made available to the LCC or designated dispatch center and stored in the system for a minimum of three (3) years, with the ability for the LCC or designated dispatch center to download the data for local storage. All 988 metadata is the property of the CA 9-1-1 Branch and shall have a ten (10) year retention period.

C. 988 Traffic Data

All 988 Traffic Data is the property of the LCC or designated dispatch center and shall be retained as per [EXHIBIT A: TECHNICAL REQUIREMENTS](#).

17. Reporting

A. Service Issues and Outage Notification

The Contractor shall develop an automated outage notification system that will provide system monitoring capability and outage reporting to the CA 9-1-1 Branch. After Contract award, information for the confidential CA 9-1-1 Branch outage notification phone number and e-mail will be provided. Outage reporting shall incorporate near real-time monitoring per [EXHIBIT A: TECHNICAL REQUIREMENTS](#).

A secure login portal shall be made available to the CA 9-1-1 Branch.

B. Outage Notification

1. In the event of any critical or major service issue(s) or outage(s) as specified in the appropriate Service Level Agreement (SLA), the Contractor shall notify the CA 9-1-1 Branch via a phone call as well as email within fifteen (15) minutes of initial report of outage, providing the initial notification and containing the following (as available):
 - a. LCC(s) or designated dispatch center(s) affected
 - b. Problem description
 - c. Time of failure
 - d. Affected systems or services
 - e. Impact to 988 MDS
 - f. Trouble ticket number
 - g. Ticket type (open, monitoring, dispatched).
2. Contractor shall provide follow-up notification as new information becomes available or every 4 hours, whichever occurs first. All updates shall include current status and any additional data pertinent to the outage and its resolution, such as:
 - a. Extent of outage
 - b. Affected systems or services (if different from initial)
 - c. Any 988 data lost
 - d. Sequence of events toward resolution (action taken to resolve the issue)
 - e. Estimated time of technician arrival (ETA)
 - f. Estimated time of outage resolution (ETR).
3. When a critical or major event is cleared, the Contractor shall send a final notification of resolution. The CA 9-1-1 Branch may review this with the Contractor every month, to determine if notifications need to be adjusted.

C. Other Event Notification

For any other service issue(s) or outage(s) that the monitoring system does not report on, the Contractor shall notify the CA 9-1-1 Branch. The Contractor shall notify the CA 9-1-1 Branch of the problem via phone call and e-mail within fifteen (15) minutes of the initial report of outage or disruption of service(s). Contractor shall provide the initial notification, which will contain the following (as available):

1. LCC(s) or designated dispatch center(s) affected
2. Problem description
3. Time of failure
4. Affected systems or service
5. Impact to 988 Service

6. Trouble ticket number

7. Ticket type (open, monitoring, dispatched).

When the event is cleared, Contractor shall send a final notification of resolution.

D. SLA Contractor's Monthly Activity Report

1. The CA 9-1-1 Branch may review this report, including root cause analysis, with the Contractor every month, to determine if notifications need to be adjusted.
2. By the 10th of each month, the Contractor shall provide the CA 9-1-1 Branch with a detailed report of system availability under this Contract using Monthly Technical SLA Compliance Report listed below.
3. The CA 9-1-1 Branch reserves the right to require the Contractor to make minor modifications to the format and content of these reports during the Contract term, at no cost.
4. At the conclusion of each month's meeting, the CA 9-1-1 Branch will advise the Contractor on any SLAs that have not been met. Contractor agrees this will be final notification and will move forward with any appropriate credit or adjustment for the next billing cycle. Contractor agrees this meeting shall serve as notification in compliance with the SLA terms. The remedy for each missed SLA shall be solely determined by the State. A single outage can trigger multiple SLAs.

Monthly Activity Report shall include at a minimum the fields listed below:

1. ID
2. LCC or designated dispatch center Name Impacted
3. Month Date
4. Day/Time Start
5. Day/Time End
6. Duration Hour: Min
7. Reporting Entity
8. Outage Type
9. Cause of Incident/Outage
10. Summary of Incident/Outage
11. Yes/no if qualified for SLA
12. The applicable SLA
13. Rights and remedies applied to each ticket when applicable
14. Other

18. Security

SECURITY AND DATA PROTECTION REQUIREMENTS

The host Cloud provider must provide **FedRAMP High Certification**, plus, meet the additional requirements found in SAM and CA Statewide Information Management Manual (SIMM).

The Cal OES must ensure agreements with state and non-state entities include provisions which protect and minimize risk to the state when engaging in the development, use, or maintenance of information systems, products, solutions, or services. In order to comply with the State Administrative Manual (SAM) Section 5305.8, Contractor must comply with the [EXHIBIT D: CLOUD COMPUTING SERVICES SOFTWARE AS A SERVICE \(SAAS\) SPECIAL PROVISIONS -TELECOMMUNICATIONS \(Rev. 05/03/2021\)](#)

and

[EXHIBIT D: CLOUD COMPUTING SERVICES SOFTWARE AS A SERVICE \(SAAS\) SPECIAL PROVISIONS - TELECOMMUNICATIONS \(Rev. 05/03/2021\)](#) requirements.

19. Delivery (Hardware and Software)

A. Implementation

The Contractor shall include a Project Deployment Plan narrative and proposed Service Delivery Schedule that addresses the requirements specified within this Section. The Implementation Plan shall provide an in-depth discussion and description of the methods, approaches and step-by-step actions that will be carried out to fulfill all requirements. The following dates are based on legislative mandates to complete the first 6 LCC or designated dispatch center installations by July 2025, and the remaining 6 by December 2025 and cannot be modified.

B. Implementation Timeline

The following timeline shall be used by the Contractor:

Event	Calendar Days from contract execution
Project Deployment Plan Draft sent to Cal OES	45 Days
6 Data Gathering and Site Surveys completed	60 Days
Equipment Installed at Cal OES NG 9-1-1 Lab	120 Days
All 12 Data Gathering and Site Surveys completed	270 Days
Service validation testing begins	100 Days

Service validation testing completed	120 Days
Service deployed to 6 LCCs or designated dispatch center	July 1, 2025
Service deployed to all 12 LCCs or designated dispatch center	December 31, 2025
Service fully operational to each LCC or designated dispatch center	Within 60 days of LCC or designated dispatch center testing

20. Hardware and Software Needs

The LCC or designated dispatch center shall not make unauthorized alterations or install attachments to the equipment.

Repair of damage attributable to the alteration or attachment will be billed to the LCCs or designated dispatch center at the Contractor's rate provided in [EXHIBIT B: COST WORKSHEETS](#) Labor Rate.

All reprogramming required by the Contractor to accommodate such alterations and/or attachments shall be implemented at the LCC or designated dispatch center expense.

21. Compatibility and Interface

Please refer to [EXHIBIT A: TECHNICAL REQUIREMENTS](#) for details.

22. System Installation

Orders from the LCC or designated dispatch center must be completely installed and ready for acceptance testing within 120 calendar days after TD-289 ([SECTION 37. CA 9-1-1 SERVICE ORDER FORM \(TDe-289, Rev. 09/2018\)](#)) is issued. The system installation shall meet all Functional Requirements identified in [EXHIBIT A: TECHNICAL REQUIREMENTS](#). The installation date may be changed by mutual consent of the Contractor and the LCC or designated dispatch center; however, the system installation schedule must be updated with the revised dates. The Contractor will provide a revised Contractor's SOW to the LCC or designated dispatch center and to the CA 9-1-1 Branch.

23. System Implementation or Integration

A. System Maintenance and upgrades technical requirements

All requirements as stated in [EXHIBIT A: TECHNICAL REQUIREMENTS](#) are part of this [ATTACHMENT 1: APPENDIX A - STATEMENT OF WORK](#). 988 MDS offering shall be maintained in good operating condition at the Contractor's data center or in the cloud to ensure Continuing Standards of Performance are met.

B. Local Hardware

The Contractor shall provide maintenance (labor and parts) and keep all equipment at the LCC or designated dispatch center in good operating condition. Maintenance parts will be furnished by the Contractor and will be new. Contractor is responsible for disposal of replaced parts removed during maintenance.

The Contractor shall furnish and replace all services and parts for a period of five (5) years beginning on the first day following System Acceptance. Any such service required as a result of erroneous site preparation specifications furnished by the Contractor or otherwise required due to the fault or negligence of the Contractor, shall be provided by the Contractor at no additional charge. Prior to the expiration of the evergreen service period, whenever equipment is shipped for mechanical replacement purposes, the Contractor shall bear all costs for such shipment including, but not limited to, costs for packing, transport, handling, and insurance.

On-site services will be furnished by the Contractor's nearest service location. The Contractor shall have prompt access to the equipment, subject to the LCC's or designated dispatch center standard security requirements, to perform this service. There shall be no charge for travel expenses associated with services for which the Contractor is responsible.

Contractor shall provide full maintenance coverage 24 hours per day, seven (7) days per week, 365 days a year (24x7x365).

C. Upgrades and Planned Maintenance Down-Time

The proposed 988 MDS shall not experience any downtime for planned maintenance. It is acceptable that individual workstations have downtime for planned maintenance. However, LCCs or designated dispatch center will have input into the update schedule such that no more than 25% of their workstations are updated at the same time.

D. Planned Maintenance

Planned maintenance shall be performed in accordance with a Standard Operating Procedure (SOP) mutually agreed to by the State and Contractor designed to mitigate the operational impact of such maintenance. Scheduled downtime must be coordinated with the CA 9-1-1 Branch and affected LCC or designated dispatch center with at least five (5) business days advance notice prior to performing the scheduled downtime in order for the downtime not to be calculated into the monthly availability.

Contractors shall disclose any service impact, limitation, or operational issue that may arise as a consequence of planned maintenance and shall propose mitigation for the known impact, limitations, or operational issues as part of the SOP.

E. Remedial Maintenance

Contractors shall track the status of each Critical, Major, and Minor Failure (as defined in SLA) through the Trouble Ticket Log. Contractors shall provide the telephone number of their customer support center to each LCC or designated dispatch center with whom they have an evergreen Contract for reporting Critical, Major, and Minor Failures. The Contractor's customer support center telephone shall be answered 24 hours a day, seven (7) days a week by a live person. The Contractor's customer support center will be responsible for coordinating the resources necessary to correct Critical, Major, and Minor Failures and for accurately updating the Trouble Ticket Log.

F. 988 System Repairs

If the LCC or designated dispatch center notifies the Contractor of a problem with the 988 system and the Contractor determines that the problem lies with the 988 System CHS or CRM, the Contractor, will be responsible for notifying the LCC or designated dispatch center that the problem lies with the 988 System. All Contractors are required to e-bond ticketing systems with 988 System.

G. Replacement Parts

The spare components and parts inventory shall include all components included in 988 MDS solution. This includes but not limited to: workstations, Uninterruptable Power Supply (UPS) devices, peripheral equipment interface devices, monitors, and computer keyboards. All replacement components and parts shall be available to authorized Contractor repair personnel on a 24x7x365 basis.

H. System or software Updates

The CA 9-1-1 Branch expects to allow for system/software updates and enhancements.

Contractor(s) are required to:

1. Support this effort throughout the life of the resulting Contract.
2. Updates offered shall meet all current National Emergency Number Association (NENA) i3 and industry standard requirements.
3. Prior to update, Contractor(s) shall provide notification to the CA 9-1-1 Branch Contract Manager as well as all affected LCC or designated dispatch center with a Technical Services Bulletin (TSB).
4. Submit test plan for the proposed update.
5. Validate the update through the CA 9-1-1 Branch NG 9-1-1 Lab as directed by the CA 9-1-1 Branch.
6. Obtain approval from the CA 9-1-1 Branch of the update.

I. Evergreen Service Exclusions

Evergreen service does not include electrical work or adverse environmental conditions external to equipment or maintenance of accessories, alterations, attachments, or other devices not listed in [EXHIBIT B: COST WORKSHEETS](#).

J. Contractor Facility Locations

All Contractor's facilities, direct technical and administrative support personnel that will perform services as part of this Contract must be located within the Continental United States (CONUS).

24. Technology Refresh

Evergreen technical requirements

All requirements as stated in [EXHIBIT A: TECHNICAL REQUIREMENTS](#) are part of this SOW. 988 MDS offering shall be maintained in good operating condition at the Contractor's data center or in the cloud to ensure Continuing Standards of Performance are met.

1. Local Hardware

The Contractor shall provide maintenance (labor and parts) and keep all equipment to support the 988 MDS in good operating condition. Maintenance parts will be furnished by the Contractor and will be new. Contractor is responsible for disposal of replaced parts removed during maintenance.

The Contractor shall furnish and replace all evergreen services and parts for a period of five (5) years beginning on the first day following System Acceptance. Any such service required as a result of erroneous site preparation specifications furnished by the Contractor or otherwise required due to the fault or negligence of the Contractor, shall be provided by the Contractor at no additional charge. Prior to the expiration of the evergreen service period, whenever equipment is shipped for mechanical replacement purposes, the Contractor shall bear all costs for such shipment including, but not limited to, costs for packing, transport, handling, and insurance.

On-site services will be furnished by the Contractor's nearest service location. The Contractor shall have prompt access to the equipment, subject to the LCC or designated dispatch center's and Mobile Dispatch Team standard security requirements, to perform this service. There shall be no charge for travel expenses associated with services for which the Contractor is responsible.

Contractor shall provide full maintenance coverage 24 hours per day, seven (7) days per week, 365 days a year (24x7x365).

25. System Testing and Acceptance Procedures

All 988 MDS shall be tested in the CA 9-1-1 Branch NG 9-1-1 Lab to validate compliance to NENA i3 standard, as applicable, and meeting the functional requirements identified in this SOW (refer to System Acceptance and Authorization Form). All 988 MDS shall be validated in the CA 9-1-1 Branch NG 9-1-1 Lab prior to selling and installing at any Mobile Crisis Response Team (MCRT). Contractor will deploy 988 MDS and run test calls through the system. When every step of the System Acceptance Checklist has been completed and approved by the CA 9-1-1 Branch, the system shall be deemed suitable for deployment to the MCRTs in California. 988 MDS testing in the Cal OES NG9-1-1 lab shall be completed within 10 working days from start of testing. If testing produces actionable items that require correction, the vendor shall be given time to correct issues. Upon correction, a new 10 day testing period is required.

All 988 MDS functionality and interface with the 988 system, and NG 9-1-1 Data Information Sharing (DIS) shall be tested in the CA 9-1-1 Branch NG 9-1-1 Lab to validate compliance to NENA i3 standard and meeting the functional requirements identified in this [ATTACHMENT 1: APPENDIX A - STATEMENT OF WORK](#) (refer to [SECTION 38. SYSTEM ACCEPTANCE AND AUTHORIZATION FORM FOR 988 MDS](#)). All 988 MDS shall be validated in the CA 9-1-1 Branch NG 9-1-1 Lab prior to selling and installing at any LCC or designated dispatch center. Contractor will deploy 988 MDS and run test calls through the system in the CA 9-1-1 Branch Lab. When every step of the System Acceptance Checklist has been completed and approved by the CA 9-1-1 Branch, the system shall be deemed suitable for deployment to the LCC or designated dispatch center in California. 988 MDS testing in the Cal OES NG9-1-1 lab shall be completed within 10 working days from start of testing. If testing produces actionable items that require correction, the vendor shall be given time to correct issues. Upon correction, a new 10 day testing period is required.

The [SECTION 38. SYSTEM ACCEPTANCE AND AUTHORIZATION FORM FOR 988 MDS](#) document will be used by the Mobile Dispatch Centers to validate that the 988 Mobile Dispatch System (equipment, software, and all functionality) is acceptable and the verification of all essential system functionalities has been validated by the Mobile Dispatch Center's authorized representative.

26. Transition

If an LCC, or designated dispatch center, or Mobile Crisis Response Team (MCRT) is currently using a Mobile Dispatch platform and the MCRT and Cal OES agree to import that data to the new MDS, Cal OES shall authorize payment using the set hourly labor rate in [EXHIBIT B: COST WORKSHEETS](#). The Contractor shall provide the estimated hours necessary to complete the import of existing data and shall use the PMR to submit the request to Cal OES.

27. Knowledge Transfer and/or Training

The Contractor shall provide a detailed training program that outlines how training shall be provided to LCC or designated dispatch center personnel, CHHS personnel, and Cal OES personnel.

Training Plan

The Contractor shall provide training and training materials to ensure that all users and administrators can proficiently use the 988 MDS. The Contractor will provide the following:

- A. A comprehensive training program that provides 988 MDS users with the skills necessary to operate all features of the system;
- B. Training at a time mutually agreed upon by the LCC or designated dispatch center and the Contractor. Training schedule to be created by Contractor;
- C. Instructors proficient with the provided solution;
- D. Training to be provided within two weeks of go-live (LCC or designated dispatch center delays are not considered a reason to change the training schedule);
- E. Train no more than six (6) users per instructor, per class, unless a larger class is mutually agreed to by the LCC or designated dispatch center and the Contractor. All training classes should be scheduled to reduce the number of site visits necessary to train all personnel;
- F. In addition to user training, the Contractor will provide administrator training:
 - a. This training shall cover routine functions accessible by a System Administrator, routine troubleshooting procedures and problem reporting procedures.
 - b. Training shall be provided no more than 30 calendar days following cutover.
 - c. Training will also include an on-site instructor(s) at the beginning of the system acceptance testing period. The purpose of the instructor(s) will be to assist LCC or designated dispatch center personnel as needed after they begin using the new equipment (cutover coach).
- G. Post-cutover training shall be provided to the LCC or designated dispatch center upon the LCC or designated dispatch center's request. Post-cutover training will be provided for no less than six (6) users or system administrators in any single training session.
- H. Appropriate manuals and other materials must be provided for each participant in training. All manuals and materials must be provided in an electronic format only. All training materials and data related to training are property of Cal OES.
- I. Online reference materials and manuals must be updated on a continual basis to reflect 988 MDS system upgrades, new functionality, and system releases.
- J. Training for any LCC or designated dispatch center technical staff, including but not limited to system and database administrators, programmers, and support analysts.

Training On New Functionality

If requested by the LCC or designated dispatch center, training, and documentation on new functionality shall be provided by the Contractor at no charge to the LCC or designated dispatch center or the CA 9-1-1 Branch.

28. Maintenance and Operations (M&O)

A. System Monitoring and Trouble Ticketing

The Contractor shall develop and maintain a system monitoring dashboard and trouble ticketing service. The trouble ticketing service shall support e-bonding with 988 Call Handling System (CHS), per [EXHIBIT A: TECHNICAL REQUIREMENTS](#).

B. Maintenance Plan

Contractor shall be responsible for maintaining all cloud 988 MDS for the term of the Contract. No additional costs outside of the [EXHIBIT B: COST WORKSHEETS](#), shall be incurred by the CA 9-1-1 Branch or the LCC or designated dispatch centers. A final maintenance plan shall be submitted to the CA 9-1-1 Branch for review and approval within 90 days from Contract execution. Planned or unplanned maintenance shall not disrupt 988 MDS or trigger any SLAs.

Maintenance Plan shall include the following:

1. Hardware Issues;
2. Servers;
3. Switches;
4. Routers;
5. Software Issues;
6. Operating System Software Issues;
7. Security System Software Issues;
8. Connectivity Issues.

29. Help Desk/Call Center

A. LCC or Designated Dispatch Center Help Desk/Call Center

Contractor shall provide a point of contact 24 hours a day, 7 days a week, 365 days a year, for the CA 9-1-1 Branch, LCC or designated dispatch center, and Contractor personnel to report trouble on the respective 988 MDS in accordance with requirements as identified in [EXHIBIT A: TECHNICAL REQUIREMENTS](#). The Contractor shall provide help desk and call center service in accordance with [EXHIBIT A: TECHNICAL REQUIREMENTS](#).

B. SAAS Subscription Support

The Contractor shall ensure that Support is provided by the software manufacturer, 24 hours a day, 7 days a week, through the term of the Agreement:

Website:

E-mail:

Phone:

30. Insurance Requirements

1. General Provisions Applying to All Policies

- a. **Coverage Term** – Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least thirty (30) days prior to the expiration of this insurance. Any new insurance must comply with the original contract terms of the contract.
- b. **Policy Cancellation or Termination & Notice of Non-Renewal** – Contractor is responsible to notify the State within five (5) business days of any cancellation, non-renewal or material change that affects required insurance coverage. New certificates of insurance are subject to the approval of the Department of General Services and the Contractor agrees no work or services will be performed prior to obtaining such approval. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
- c. **Premiums, Assessments and Deductibles** – Contractor is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.
- d. **Primary Clause** – Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.
- e. **Insurance Carrier Required Rating** – All insurance companies must carry an AM Best rating of at least “A–” with a financial category rating of no lower than VII. If the Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
- f. **Endorsements** – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- g. **Inadequate Insurance** – Inadequate or lack of insurance does not negate the contractor’s obligations under the contract.

- h. **Available Coverages/Limits** – All coverage and limits available to the contractor shall also be available and applicable to the State.
- i. **Satisfying an SIR** - All policies with an SIR shall be endorsed to allow the State to satisfy the SIR or Deductible at the State's discretion. The State may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall not contain any provision that limits the satisfaction the SIR / deductible to the Named Insured. The contractor's insurer may also eliminate the SIR / deductible in favor of the State's interests.
- j. **Use of Subcontractors** - In the case of Contractor's utilization of subcontractors to complete the contracted scope of work, contractor shall include all subcontractors as insureds under Contractor's insurance or supply evidence of subcontractor's insurance to The State equal to policies, coverages, and limits required of Contractor.

A. Commercial General Liability

Contractor shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury and property damage liability. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against which claim is made, or suit is brought subject to the Contractor's limit of liability. **The policy must name The State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the contract.**

B. Automobile Liability

The Contractor shall maintain motor vehicle liability insurance with limits of not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles. **The policy must include The State of California, its officers, agents, employees and servants as additional insureds, but only with respect to work performed under the contract.**

C. Workers Compensation and Employers Liability

Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Contract. Employer's liability limits of \$1,000,000 are required. The insurer waives any right of recovery the insurer may have against the State because of payments the insurer makes for injury or damage arising out of the work done under contract/ permit with the State. **A Waiver of Subrogation or Right to Recover endorsement in favor of the State must be attached to the certificate**

D. Cyber Liability

Contractor shall maintain Cyber Liability Insurance, with limits not less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines, and penalties as well as credit monitoring expenses.

31. Warranty

a) Limited Warranty for Services. Unless otherwise specified in the Statement of Work, Contractor warrants that Services furnished hereunder will substantially conform to the requirements of this Contract (including without limitation all descriptions, specifications, and drawings identified in the Statement of Work), and:

- i. Services will be performed in accordance with the Contract; and
- ii. All customer support for Services will be performed with professional care and skill.

b) Duration of Limited Warranty for Services. The limited warranty will be for the duration of State's use of the Services, subject to the following limitations:

- i. Any implied warranties, guarantees, or conditions not able to be disclaimed as a matter of law last for one year from the start of the limited warranty;
- ii. The limited warranty does not cover problems caused by the State's accident, abuse or use in a manner inconsistent with this Contract or any applicable service agreement, or resulting from events beyond Contractor's reasonable control;
- iii. The limited warranty does not apply to components of Software that the State may be permitted to redistribute;
- iv. The limited warranty does not apply to free, trial, pre-release, or beta services; and
- v. The limited warranty does not apply to problems caused by the State's failure to meet minimum system requirements.

c) Warranty for Software Products. Any Software products provided by the service provider shall be covered by the developer's consumer warranty that will be passed to the Customer.

d) Contractor shall apply anti-malware controls to the Services to help avoid malicious software gaining unauthorized access to State Data, including malicious software originating from public networks. Such controls shall at all times equal or exceed the controls consistent with the industry standards for such data, but in no event less than the controls that Contractor applies to its own internal corporate electronic data of like character.

e) Unless otherwise specified elsewhere in the Statement of Work:

i. The Contractor does not warrant that any Services provided hereunder are error-free or that it will run without immaterial interruption; and

ii. The Contractor does not warrant and will have no responsibility for a claim to the extent that it arises directly from a modification made by the State, unless such modification is approved or directed by the Contractor;

iii. Use of Services in combination with Software or Services other than as specified by the Contractor, or

iv. Misuse by the State.

f) All warranties, including special warranties specified elsewhere herein, shall inure to the State, its successors, assigns, customer agencies, and governmental users of the Deliverables or Services.

g) Equipment Warranty. In addition to the warranties set forth herein, any Equipment provided by the Contractor shall be covered by the manufacturer's consumer warranty that will be passed through to the Customer. The Contractor shall provide manufacturer's warranty information (terms and conditions, provider, etc.) to the Customer with all Equipment at the time of delivery. The Contractor shall work with the Customer to facilitate Equipment replacement.

h) Warranty for other Deliverables. The Contractor warrants that Deliverables furnished hereunder will substantially conform to the requirements of this Contract (including without limitation all descriptions, specifications, and drawings identified in the Statement of Work), and the Deliverables will be free from material defects in materials and workmanship. Where the parties have agreed to design specifications (such as a detailed design document) and incorporated the same or equivalent in the Statement of Work directly or by reference, the Contractor will warrant that its Deliverables provide all material functionality required thereby. Unless otherwise specified in the Statement of Work, the duration of warranty shall begin on the delivery date of the Deliverables in question and end one (1) year thereafter.

i) Except as may be specifically provided in the Statement of Work, and subject to General Provisions eVAQ #19-001, Section 52, Continuing Standards of Performance for Contractor Services, for any breach of the warranties provided in this Section, the State's exclusive remedy and the Contractor's sole

obligation will be limited to: (i) re-performance, repair, or replacement of the nonconforming Deliverable or Equipment (including without limitation an infringing Deliverable), or (ii) should the State in its sole discretion consent, refund of all amounts paid by the State for the nonconforming Deliverable, Equipment or Service and payment to the State of any additional amounts necessary to equal the State's Cost to Cover. "Cost to Cover" means the cost, properly mitigated, of procuring Deliverables, Equipment or Services of equivalent capability, function, and performance. The payment obligation in subsection (j) and (ii) above will not exceed the limits on the Contractor's liability set forth in the General Provisions eVAQ #19-001, Section 30, Limitation of Liability.

j) EXCEPT FOR THE EXPRESS WARRANTIES SPECIFIED IN THIS SECTION, THE CONTRACTOR MAKES NO WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE

32. Service Level Agreements (SLAs)

CONTRACT PERFORMANCE

Should the work performed, or the products produced by the Contractor fail to meet the SOW conditions, requirements, specifications, guidelines, or other applicable standards, the following resolution process will be employed, except as superseded by other binding processes.

The CA 9-1-1 Branch will notify the Contractor in writing within ten (10) State business days after completion of each phase of service of any acceptance problems by identifying the specific inadequacies and/or failures in the services performed and/or the products produced by the Contractor.

The Contractor will, within five (5) State business days after initial problem notification, respond to the CA 9-1-1 Branch by submitting a detailed explanation describing precisely how the identified services and/or products adhere to and satisfy all applicable requirements, and/or a proposed corrective action plan to address the specific inadequacies and/or failures in the identified services and/or products. Failure by the Contractor to respond to the CA 9-1-1 Branch initial problem notification within the required time limits may result in immediate termination of the Contract.

The CA 9-1-1 Branch will, within ten (10) State business days after receipt of the Contractor's detailed explanation and/or proposed corrective action plan, notify the Contractor in writing whether it accepts or rejects the explanation and/or plan. If the CA 9-1-1 Branch rejects the explanation and/or plan, the Contractor will submit a revised corrective action plan within five (5) State business days of notification of rejection.

Failure by the Contractor to respond to the CA 9-1-1 Branch's notification of rejection by submitting a

revised corrective action plan within the required time limits may result in immediate termination of the Contract.

The CA 9-1-1 Branch will, within ten (10) State business days of receipt of the revised corrective action plan, notify the Contractor in writing whether it accepts or rejects the revised corrective action plan proposed by the Contractor. Rejection of the revised corrective action plan will result in immediate termination of the Contract. In the event of such termination, the CA 9-1-1 Branch shall pay all amounts due to the Contractor for all work accepted prior to termination.

Project Milestone Report (PMR) SLA

Definition: The Contractor shall comply with all PMRs signed by Cal OES as a part of this SOW.

Measurement Method: Calendar Days

Objective: To ensure project timelines are met to provide critical MDS services.

Rights and Remedies: Failure to meet the objective shall result in a \$5,000.00 credit/or adjustment for each calendar day that the report is not delivered after the objective.

SLA REPORTING REQUIREMENTS

1. Delivery of Project Deployment Plan (PDP) - 988 MDS

The following SLAs provide charts describing the definition, measurement method, objective, and rights and remedies for each category. The following SLAs are not intended to supersede any regulatory or statutory requirements and/or penalties imposed by the FCC, CPUC, or any other legislative oversight.

Definition	Measurement Method	Objective	Rights and Remedies
The Contractor shall deliver a final PDP to the CA 9-1-1 Branch within 45 calendar days of contract execution.	Calendar days	Delivery of the PDP within 45 days of contract execution.	Failure to meet the objective shall result in a \$5,000.00 credit or adjustment for each calendar day that the report is not delivered after the objective.

2. NG 9-1-1 Lab Installation - 988 MDS

Definition	Measurement Method	Objective	Rights and Remedies
The Contractor shall install all required equipment and configure required interfaces to Cloud 988 System to the 988 MDS in the NG 9-1-1 Lab within 120 days of contract execution.	Calendar days	Installation of all equipment and configuration of interfaces within 120 days of contract execution.	Failure to meet the objective shall result in a \$5,000.00 credit or adjustment for each calendar day that the report is not delivered after the objective.

3. NG 9-1-1 Lab Validation and Testing - 988 MDS

Definition	Measurement method	Objective	Rights and Remedies
The Contractor shall validate the interface between 988 CHS and CRM, display dispatch information on 988 MDS, communication between 988 CHS and 988 MDS, display dispatch information on MCRT mobile 988 MDS by beginning the testing in the Cal OES lab as identified in this SOW within 120 days of equipment install at the CA 9-1-1 Lab. The Contractor shall validate the full functionality of 988 MDS capability by completing the testing in the Cal OES Lab as identified in this SOW within 180 days of equipment installation at the CA 9-1-1 Lab.	Calendar days	Validate with CA 9-1-1 Branch the 988 MDS capability.	Failure to meet the objective shall result in a \$5,000.00 credit or adjustment for each calendar day that the report is not delivered after the objective.

4. 988 MDS Deployment Schedule

Definition	Measurement method	Objective	Rights and Remedies
The Contract shall deploy the 988 MDS to 6 LCCs or designated dispatch centers by December 31, 2025, and all 12 LCCs or designated dispatch centers by December 31, 2026.	Calendar days	The contractor shall deploy the first 6 LCCs or designated dispatch centers by December 31, 2025. The contractor shall deploy all 12 LCCs or designated dispatch centers by December 31, 2026.	Failure to meet the objective shall result in a \$5,000.00 credit or adjustment for each calendar day that the report is not delivered after the objective.

5. Critical Failure - 988 MDS

Definition	Measurement Method	Objective	Rights and Remedies
Critical Failure is defined as any 988 MDS failure that prevents mobile dispatch for the LCC or its designated dispatch center. Also includes failure of 25% or more workstations at the LCC or designated dispatch centers from being able to complete a 988 mobile dispatch.	Time to repair will be measured from time failure is reported, and will conclude when repair has been made and the trouble ticket has been closed.	Each Critical Failure will be resolved within four (4) hours of notification to the Contractor's customer support center or by alarm, whichever comes first.	Each occurrence of a failure to meet this SLA objective shall result in a 25% credit of the 988 MDS Service Cost MRC of all affected LCCs or designated dispatch centers. A critical failure lasting longer than 8 hours shall result in a credit of 100% of the 988 MDS Service Cost MRC of all affected LCCs or designated dispatch centers.

6. Minor Failure - 988 MDS

Definition	Measurement Method	Objective	Rights and Remedies
Minor Failure is defined as any feature or function that affects non-critical 988 MDS functionality as specified in the SOW or technical requirements. This applies specifically to any software features that enhance mobile dispatch processing but do not prevent a 988 mobile dispatch.	Time to repair will be measured from time failure is reported and will conclude when repair has been made and the trouble ticket has been closed.	Each Minor Failure will be resolved within 48 hours of notification to the Contractor's customer support center or by alarm, whichever comes first.	Each occurrence of a failure to meet this SLA objective shall result in a 10% credit of the 988 MDS Service Cost MRC for the affected LCC or designated dispatch centers. A minor failure lasting longer than 240 hours shall result in a credit of 50% of the 988 MDS Service Cost MRC of all affected LCCs or designated dispatch centers.

7. Availability - 988 MDS TO 988 LCC OR DESIGNATED DISPATCH LOCATION

Definition	Measurement Method	Objective	Rights and Remedies
Availability captures short duration outages within a month that do not trigger other time to repair SLAs such as Critical and Major.	Any time a 988 mobile dispatch cannot be performed due to MDS availability, system outage is considered to be in effect.	Monthly up-time shall be greater than 99.99%.	Each occurrence of a failure to meet this SLA objective shall result in a 20% credit of the 988 MDS Service Cost MRC for the affected LCC or designated dispatch centers. For more than three (3) months in a row or five (5) months in any 12 month period occurrences of a failure to meet this SLA objective shall result in the LCC's or designated dispatch centers ability to terminate the service contract with 30 calendar days' notice, with no early termination charges to Cal OES or the LCC or designated dispatch centers. For more than six (6) months in any 12

Definition	Measurement Method	Objective	Rights and Remedies
			month period, occurrences of a failure to meet this SLA objective shall result in a breach of contract, with all service in CA terminated.

8. Network Connection - 988 MDS to LCC or Designated Dispatch Location

Definition	Measurement Method	Objective	Rights and Remedies
Availability captures short duration outages within a month that do not trigger other time to repair SLAs such as Critical and Major.	The monthly availability percentage equals the Scheduled Uptime per month less Unavailable Time divided by Scheduled Uptime per month multiplied by 100. Scheduled uptime is based on 24x number of days in the month. The NG9-1-1 Trunk Service availability requires two diverse NG9-1-1 Trunk Connections to each LCC or designated dispatch center. For those LCCs or designated dispatch centers where diverse NG9-1-1 Trunks are not available and when approved by CA 9-1-1 Branch, the Individual NG9-1-1 Trunks Service applies. The monthly availability percentage shall be based on the cumulative total of all outage durations for each calendar month. 99.99% Failure to meet the SLA objective for one month shall result in a 25% credit/or adjustment of the TMRC for NG9-1-1 Trunk Service for that month.	Monthly up-time shall be at least 99.99%.	Each occurrence of a failure to meet this SLA objective shall result in a 20% credit of the 988 MDS Service Cost MRC for the affected LCC or a designated dispatch center. For more than three (3) months in a row or five (5) months in any 12 month period occurrences of a failure to meet this SLA objective shall result in the LCC or designated dispatch center's ability to terminate the service contract with 30 calendar days' notice, with no early termination charges to Cal OES or the LCC or a designated dispatch center. For more than six (6) months in any 12 month period, occurrences of a failure to meet this SLA objective shall result in a breach of contract, with all service in CA terminated.

Definition	Measurement Method	Objective	Rights and Remedies
	Failure to meet the SLA objective for the next consecutive month shall result in a 50% credit/or adjustment of the TMRC for NG9-1-1 Trunk Service for that month.		

9. Network Connection - LCC or Designate Dispatch Location to MCRT - 988 MDS

Definition	Measurement Method	Objective	Rights and Remedies
Availability captures short duration outages within a month that do not trigger other time to repair SLAs such as Critical and Major.	The monthly availability percentage equals the Scheduled Uptime per month less Unavailable Time divided by Scheduled Uptime per month multiplied by 100. Scheduled uptime is based on 24x number of days in the month. The NG9-1-1 Trunk Service availability requires two diverse NG9-1-1 Trunk Connections to each LCC or designated dispatch center. For those LCCs or designated dispatch centers where diverse NG9-1-1 Trunks are not available and when approved by CA 9-1-1 Branch, the Individual NG9-1-1 Trunks Service applies. The monthly Availability percentage shall be based on the cumulative total of all outage durations for each calendar month. 98% Failure to meet the SLA objective for one month shall result in a 25% credit/or adjustment of the TMRC for NG9-1-1 Trunk Service for that month. Failure to meet the SLA objective for the next consecutive month shall result in a 50% credit/or adjustment of	Monthly up-time shall be at least 98%.	Each occurrence of a failure to meet this SLA objective shall result in a 20% credit of the 988 MDS Service Cost MRC for the affected LCC or a designated dispatch center. For more than three (3) months in a row or five (5) months in any 12 month period occurrences of a failure to meet this SLA objective shall result in the LCC's or designated dispatch centers ability to terminate the service contract with 30 calendar days' notice, with no early termination charges to Cal OES or the LCC or a designated dispatch center. For more than six (6) months in any 12 month period, occurrences of a failure to meet this SLA objective shall result in a breach of contract, with all service in CA terminated.

Definition	Measurement Method	Objective	Rights and Remedies
	the TMRC for NG9-1-1 Trunk Service for that month.		

10. SLA Reporting - 988 MDS

Definition	Measurement Method	Objective	Rights and Remedies
Contractor shall provide SLA reports for each month of activity during the term of the Contract.	Calendar days	Contractors shall deliver accurate and complete reports no more than 10 calendar days following the end of the applicable reporting month.	Each occurrence of a failure to meet the objective shall result in a \$1,000.00 credit for each business day that the report is not delivered.

11. SLA Remittance - 988 MDS

Definition	Measurement Method	Objective	Rights and Remedies
Timely remittance of service credits to the CA 9-1-1 Branch for missed SLA objectives.	Billing cycle	Credit shall be applied to invoice no more than two billing cycles after notification by the CA 9-1-1 Branch of the SLA to the vendor.	Each occurrence of an SLA remedy (credit) that is not remitted within two billing cycles will result in an additional \$5,000.00 remittance for each billing cycle that the credit is not issued.

12. Software Update Rollback- 988 MDS

Definition	Measurement Method	Objective	Rights and Remedies
Contractor must be able to roll back to previous version of 988 MDS software within 30 minutes of discovery when any update, bug fix, patch, hot fix, etc. causes a critical failure at the LCC or designated dispatch centers.	Minutes	To prevent outages at the LCC or designated dispatch centers due to faulty software updates.	Contractor to provide \$500 credit or adjustment for every 30 minutes after notification, until the 988 MDS software is rolled back.

13. Planned Maintenance - 988 MDS

Definition	Measurement Method	Objective	Rights and Remedies
All planned maintenance shall be communicated to the CA 9-1-1 Branch as well as the LCCs or designated dispatch centers via written and verbal notification and justification.	Notification shall occur no less than 48 hours prior to planned maintenance.	To provide advanced warning, enabling Cal OES and the LCCs or designated dispatch centers time to prepare.	Lack of 48 hours' notice shall result in a one-time \$10,000 credit to Cal OES.

14. Non-Delivery of System Requirements - 988 MDS

Definition	Measurement Method	Objective	Rights and Remedies
988 MDS shall deliver all functional requirements as spelled out in this SOW as well as EXHIBIT A: TECHNICAL REQUIREMENTS . LCC or designated dispatch centers notification and subsequent validation of non-compliance shall be penalized by Cal OES.	Any non-functioning technical requirement, per EXHIBIT A: TECHNICAL REQUIREMENTS checklist.	To ensure all 988 MDS features and functions are delivered to the State and LCC or designated dispatch centers.	Credit or adjustment of total MRC for 75% of deployed LCCs or designated dispatch centers per month upon discovery and validation, until functionality is delivered and verified by the CA 9-1-1 Branch. If functionality is not delivered within 18 months, Cal OES shall consider this a breach of contract. All 988 MDS with the vendor in CA will be terminated.

15. Failure to Collaborate - 988 MDS

Definition	Measurement Method	Objective	Rights and Remedies
Contractor shall incorporate, when required, necessary Cal OES approved changes to the interface connection between 988 System and 988 MDS.	Calendar Days. Interface changes to 988 MDS shall be implemented within 30 calendar days of successful completion of testing in the Cal OES NG9-1-1 Lab.	To ensure collaboration and cooperation between 988 System and 988 MDS Contractors, allowing for NG9-1-1 and 988 System evolution over time.	Failure to comply shall result in a \$500 per day credit adjustment to Cal OES.

16. Root Cause Analysis for Critical Outage

Definition	Measurement Method	Objective	Rights and Remedies
Root cause analysis (RCA) shall be provided to Cal OES for all critical outages.	Calendar days Contractor shall provide RCA with 15 business days of any critical outage.	To give Cal OES visibility into the 988 MDS ecosystem.	Failure to comply will result in a \$500 per day credit adjustment to Cal OES.

17. System Monitoring - 988 MDS

Definition	Measurement Method	Objective	Rights and Remedies
Contractor shall deliver all system monitoring access 24/7/365.	The monthly availability percentage equals the scheduled uptime per month less unavailable time divided by scheduled uptime per month, multiplied by 100. Scheduled uptime is based on 24x number of days in the month. The monthly availability percentage shall be based on the cumulative total of all outage durations for each calendar month.	99.99% availability of system monitoring to Cal OES.	Each occurrence of a failure to meet this SLA objective shall result in a 15% credit of the Vendor's total 988 MDS MRC.

18. Cumulative/Multiple SLA Limitations - 988 MDS

Definition	Measurement Method	Objective	Rights and Remedies
Contractor shall be responsible to remit credits, adjustments, and SLA reports in the event a single event triggers multiple SLAs.	Multiple SLA's triggered in a single month by a single event.	Establish a maximum SLA threshold.	In the event multiple SLAs are triggered by a single event in a single month, the total cumulative SLA credit / adjustment shall not exceed 50% of the total MRC for the month corresponding to the event, unless a single SLA violation identifies a larger right and remedy.

19. Standard Compliance Updates

Definition	Measurement Method	Objective	Rights and Remedies
Contractor, shall update the 988 MDS to comply with all industry standards, including NENA i3 and industry standards, based on the timeline and deployment process as directed by the CA 9-1-1 Branch. For most, but not necessarily all updates, the CA 9-1-1 Branch will direct a minimum timeline of six (6) months.	Timeline begins when directed by the CA 9-1-1 Branch. Measurement will be in calendar days.	Timely deployment of 988 MDS upgrades based on notification by the CA 9-1-1 Branch.	Failure to deliver by 15 days of the CA 9-1-1 Branch directed deadline shall result in 50% credit of the total MRC. Failure to deliver by 180 days of the CA 9-1-1 Branch directed deadline shall result in 100% credit of the total MRC and a Senior Executive shall appear at the 988 Technical Advisory Board to report on the vendors failure to comply. Failure to deliver by 365 days of the CA 9-1-1 Branch directed deadline shall result in Contract termination.

20. Material Deviation - 988 MDS

Definition	Measurement Method	Objective	Rights and Remedies
988 MDS vendor shall deliver all project deliverables requirements, key staff requirements, and project deployment plan (PDP).	988 MDS vendor not delivering 988 MDS vendor failure to deliver any of the requirement(s) as identified by Cal OES.	To ensure all features, functionality, and requirements are delivered to the State.	Credit or adjustment of 25% of total MRC for first month. Credit or adjustment of 50% of total MRC for second month. Credit or adjustment of 75% of total MRC for third month. Credit or adjustment of 100% of total MRC for fourth month and until corrected.

21. Stop Clock Conditions

The following stop-clock conditions shall apply during the term of this Contract, including any and all extensions. Time-frames are dependent on the length of time the Contractor takes to restore the

service, minus the time associated with events outside of the Contractor's control, and approved by the CA 9-1-1 Branch, to prevent punitive damages from being assessed.

- A. Periods when a restoration or testing effort is delayed at the specific request of the LCCs or designated dispatch centers with CA 9-1-1 Branch approval. The stop-clock condition shall exist during the period the Contractor was delayed, provided that reasonable and documented efforts are made to contact the LCCs or designated dispatch centers during the applicable stop-clock period.
- B. Time after a service has been restored, but the LCCs or designated dispatch centers is not available to verify that the service is working.
- C. Restoration cannot be achieved because the problem has been isolated to wiring and/or connectivity that is not maintained by Contractor, or any of its subsidiaries, subcontractors, or affiliates.
- D. Trouble caused by a UPS problem outside of the responsibility of the Contractor.
- E. Lack of building entrance facilities or conduit structure that are the LCCs or designated dispatch centers responsibility to provide.
- F. LCC or designated dispatch centers access that is restricted as a result of an emergency.
- G. LCC or designated dispatch centers has issued a stop clock condition.
- H. Site contact refuses access to a technician who displays proper identification.
- I. Network provision of 988 System with CA 9-1-1 Branch approval.
- J. Any problem or delay caused by a third party not under the control of Contractor, with CA 9-1-1 Branch approval. Contractor's affiliates, subsidiaries, or subcontractors under the control of Contractor are not subject to this stop-clock provision.

Note: A LCC's or designated dispatch centers request to hold a ticket open for observation shall not constitute a stop-clock condition. The LCC or designated dispatch centers or technician is required to open a new ticket for observation.

33. Liquidated Damages

Unless otherwise specified in the Statement of Work:

- a. General Liquidated Damages (including but not limited to performance deficiency charges or service level agreements) are intended to encourage timely delivery of Deliverables and the provision of reliable and responsive Services by the Contractor. The purpose of this Liquidated Damages provision is to ensure adherence to the requirements of the Contract and to set an amount in advance of contractual noncompliance to compensate Cal OES for damages that are impractical or extremely difficult to estimate, but which would be sustained by Cal OES in the event the Contractor fails to perform Services as agreed. The Liquidated Damages are intended to be a reasonable estimate of the damages and costs Cal OES would sustain as a result of noncompliance to the terms of the Contract. These are not punitive. Cal OES and the Contractor,

therefore, agree that in the event the Contractor fails to perform certain agreed upon Services in a timely manner as specified in the Contract or service levels Cal OES may assess such amounts set forth in the Statement of Work as Liquidated Damages, and not as a penalty.

- b. Payment of Liquidated Damages. Cal OES or the Customer may deduct Liquidated Damages from Contractor's invoices and/or may assess such Liquidated Damages by a separate invoice at any time during the Contract or within thirty days after the contractual period ends. Cal OES will notify the Contractor in writing of any claim for Liquidated Damages pursuant to this Section on or before the date the State deducts such sums from money payable to the Contractor. If Cal OES imposes Liquidated Damages, upon notification by Cal OES, the Contractor shall show the Liquidated Damages as a subtracted item from its invoice(s). The Contractor shall also be liable for actual damages above Liquidated Damages payment. Cal OES may withhold the amount of the Liquidated Damages from any other money owed by the Contractor, in addition to any other remedies available to Cal OES. Imposition of Liquidated Damages does not constitute a waiver of Cal OES' right to issue a Stop Work Order to terminate the Contract pursuant to Section 27, Termination for Default or to exercise its rights under the service level agreement terms. In the event of such a termination, Cal OES shall be entitled at its discretion to recover actual damages caused by the Contractor's failure to perform its obligations under this Contract.

34. Unanticipated Tasks

Unless otherwise specified in the Statement of Work: any services, functions, requirements, developments, or responsibilities not specifically described in this Contract that are consistent with industry standards, an inherent, necessary or customary part of the Services or are, consistent with industry standards, required for proper performance or provision of the Services in accordance with this Contract shall be deemed part of the Services and Contractor shall provide them as part of the Services without additional charge.

In the event that any other work must be performed which was wholly unanticipated and is not specified in the Statement of Work, but which in the opinion of both parties is necessary to the successful accomplishment of the general scope of work outlined for particular Deliverable(s) and/or Service(s), the procedures outlined in this Section will be employed.

For each item of wholly unanticipated work not specified in the Statement of Work, a work authorization will be prepared using the [SECTION 36. PROJECT MILESTONE REPORT TEMPLATE](#).

It is understood and agreed by both parties to this Contract that all the terms and conditions of this Contract shall remain in force with the inclusion of any such PMR. Such PMR shall in no way constitute a Contract other than as provided pursuant to this Contract and shall not in any way amend or supersede any of the other provisions of this Contract.

Each PMR shall consist of a detailed statement including justification of the need for the wholly unanticipated work, a description of the work to be accomplished by Contractor, the job classification or approximate skill level of the personnel to be made available by Contractor, an identification of all significant material to be developed by Contractor and delivered to the State, an identification of all significant material to be delivered by the State to Contractor, an estimated time schedule for the provision of the work by Contractor, completion criteria for the work to be performed, the name or identification of Contractor personnel to be assigned, Contractor's estimated work hours per person (and/or estimated subtotal of rates and charges per Deliverable(s) and/or Service(s)) required to accomplish the work, Contractor's billing rates per work hour per person (and/or estimate rates and charges per unit for Deliverable(s) and/or Service(s)) required to accomplish the work, and Contractor's estimated total cost of the PMR.

All PMRs must be in writing prior to beginning work and signed by Contractor and the State.

The State has the right to require Contractor to stop or suspend work on any PMR. Personnel resources will not be expended (at a cost to the State) on task accomplishment in excess of estimated work hours required unless the procedure below is followed:

- i. If, in the performance of the work, Contractor determines that a PMR to be performed under this Contract cannot be accomplished within the estimated work hours, Contractor will immediately notify the State in writing of Contractor's estimate of the work hours which will be required to complete the PMR in full. Upon receipt of such notification, the State may:
 - a. Authorize Contractor to expend the estimated additional work hours in excess of the original estimate necessary to accomplish the PMR (such an authorization will not be unreasonably withheld), or
 - b. Terminate the PMR, or
 - c. Alter the scope of the PMR in order to define tasks that can be accomplished within the remaining originally estimated work hours.
- ii. The State will notify Contractor in writing of its election within seven (7) calendar days after receipt of Contractor's notification. If notice of the election is given to proceed, Contractor may expend the estimated additional work hours. The State agrees to reimburse Contractor for such additional work hours.

The Contract value may include up to \$200,000.00 every 12 months for unanticipated tasks. These funds may be used at the State's discretion. Unanticipated tasks will be contracted for on an as-needed basis and shall be optional throughout the term of the Agreement. Work for unanticipated tasks must be assigned and agreed to in writing by the Contractor and the CalOES via a PMR before the work can commence. The rates for unanticipated tasks must not exceed the original Contractor's hourly rates listed on [EXHIBIT B: COST WORKSHEETS](#), Tab #4 - 988 MDS Labor Costs and the total expenditures for

unanticipated tasks shall not exceed the yearly total amount set aside for it.

35. Budget Detail and Payment Provisions

The Contractor shall be limited to two (2) months of back billing including any reconciliation effort, on all services and functionality ordered under the Contract. Invoices presented more than 12 months after the formal acceptance of the service or functionality will not be considered valid and shall not be paid.

The Contractor shall reconcile incorrect invoices within 30 calendar days from the date of notification by CA 9-1-1 Branch of the discrepancy. CA 9-1-1 Branch shall suspend all current charges when unresolved disputed items extend beyond 90 days. Remittance shall resume to include any outstanding payments, upon resolution.

The Contractor shall issue invoices to CA 9-1-1 Branch for only those milestone services after system testing and acceptance, as agreed by CA 9-1-1 Branch. The NRC and the MRC shall be on separate invoices.

The Contractor shall render invoices for total monthly service charges following the month for which the charges accrue. Monthly service billing shall only be billed in full month increments after service has been rendered.

The Contractor shall provide invoices under this Contract in accordance with the CA 9-1-1 Branch Operations Manual. All invoices submitted to the CA 9-1-1 Branch as a result of this Contract will be billed separately from other charges the Contractor may currently be billing.

Payment for services performed under this contract shall not exceed the rates listed in [EXHIBIT B: COST WORKSHEETS](#). It shall be the CA 9-1-1 Branch NG9-1-1 Manager's sole determination whether a service has been successfully completed and is acceptable.

Submit electronic invoices with reference to the Contract number to:

Email: CA911Invoicing@caloes.ca.gov

California Governor's Office of Emergency Services

Public Safety Communications

Attention: CA 9-1-1 Branch 9-1-1 Reconciliation Unit

601 Sequoia Pacific Blvd., MS9-1-1 Sacramento CA 95811

The Contractor costs related to items such as travel or per diem are costs of the Contractor and will not be paid separately as part of this Contract.

BUDGET CONTINGENCY CLAUSE

- A. Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927. Payment to small/micro businesses shall be made in accordance with and within the time specified in Chapter 4.5, Government Code 927 et seq.
- B. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Contract does not appropriate sufficient funds for the program, this Contract shall be of no further force and effect. In this event, CA 9-1-1 Branch shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Contract and Contractor shall not be obligated to perform any provisions of this Contract.
- C. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, CA 9-1-1 Branch shall have the option to either cancel this Contract with no liability occurring to the CA 9-1-1 Branch, or offer an amendment to the Contract to reflect the reduced amount.

FEDERAL TAX ADMINISTRATION REQUIREMENTS

Subject to the Internal Revenue Service (IRS), federal tax information (FTI) requirements, if an unfavorable response is received by the IRS, this contract will be terminated immediately, per General Provisions – Telecommunication, clause 27. Termination for Default.

36. PROJECT MILESTONE REPORT TEMPLATE



Project Milestone Report

Project Name / Contract Number:		Prepared date/time:			
Project Start Date:	Project End Date:	% Complete:			
Cal OES Project Manager:		Contractor Project Manager:			
Milestone Name:		Milestone Due Date:			
Milestone Description:					
Cal OES Project Manager Name:		Contractor Project Manager Name:			
Cal OES Project Manager Signature:		Contractor Project Manager Signature:			
Agreement to Adjust Milestone Due Date					
		Adjusted Milestone Due Date:			
Approved by Cal OES Date:		Approved by Contractor Date:			
Cal OES Project Manager Name:		Contractor Project Manager Name:			
Cal OES Project Manager Signature:		Contractor Project Manager Signature:			
Reason for adjusted Milestone Due Date:					
Project Milestone Status:					
Green: Project Milestone is within scope, budget, and schedule.	Yellow: Project milestone is at risk.	Red: Project milestone is in danger			
Circle Project Milestone Status:					
Green	Yellow	Red			
Current Milestone Life Cycle Phase (Check one):					
Concept	Planning	Design	Test	Implement	Completed
Project Documentation		Resources		Services and Software	
☐ Not started		☐ Available		☐ No updates needed	
☐ In development		☐ Need to assess		☐ Software updates needed	
☐ Revision update		☐ Need to hire		☐ Under development	
☐ Sent for approval		☐ Release resource(s)		☐ Not applicable	
☐ Other (specify) _____		☐ Other (specify) _____		☐ Other (specify) _____	
Project Milestone Status: (This is an update of the current status for this Milestone)					
Project Milestone Risks: (These should include actions being taken or recommendations for mitigation.)					

38. SYSTEM ACCEPTANCE AND AUTHORIZATION FORM FOR 988 MDS

SYSTEM ACCEPTANCE AND AUTHORIZATION FORM

FOR 988 MOBILE DISPATCH SYSTEM (MDS)

This document shall be used by the 988 LCC or designated dispatch center to validate that the 988 MDS (equipment, software and all functionality) is acceptable.

All verification is to be completed by the 988 LCC or the designated dispatch center authorized representative.

988 MDS Requirements	Requirement Description	988 MDS Initial or Not Applicable (N/A)
	Interface Requirements	
A.1.1	MDS shall include a Graphical User Interface (GUI) that allows LCC, Dispatch Location and/or appropriate counselor to personalize the MDS screen layout.	
A.1.2	MDS shall utilize the interface developed by the 988 CHS and the CA 9-1-1 Branch to receive data and information from the 988 CHS via an API.	
A.1.3	MDS shall utilize the interface developed by the 988 CRM and the CA 9-1-1 Branch to receive data and information from the 988 CRM via an API.	
A.1.4	MDS shall develop a Basic API that aligns to cost workbook element A.3.6 at the request of the LCC or Dispatch Location with direction from Cal OES to support a one-time 1–3-month API development outside of SOW requirements based on Contractor estimates. Cal OES will be the sole arbiter to determine if the API needed is basic, intermediate, or complex and if API is outside of SOW requirements.	
A.1.5	MDS shall develop an intermediate API that aligns to cost workbook element A.3.7 at the request of the LCC or Dispatch Location with direction from Cal OES to support a one-time 3–6-month API development outside of SOW requirements based on Contractor estimates. Cal OES will be the sole arbiter to determine if the API needed is basic, intermediate, or complex and if API is outside of SOW	

	requirements.	
A.1.6	MDS shall develop a Complex API that aligns to cost workbook element A.3.8 at the request of the LCC or Dispatch Location with direction from Cal OES to support a one-time 6–9-month API development outside of SOW requirements based on Contractor estimates. Cal OES will be the sole arbiter to determine if the API needed is basic, intermediate, or complex and if API is outside of SOW requirements.	
A.1.7	MDS shall provide communication devices that interface with the CA 988 CHS and CRM.	
A.1.8	MDS shall deliver an interface to support chat and AVL between the mobile crisis team and the 988 Dispatch Center and between 988 Dispatch Center and LCC.	
A.1.9	MDS shall interface with data fields as defined by NENA i3 Emergency Incident Data Object (EIDO) format using the EIDO conveyance mechanism that are interoperable with the CA 9-1-1 DIS and with the 988 CHS and 988 CRM.	
	Functionality Requirements	
A.2.1	MDS shall include all required components needed to complete the services identified in the SOW or in the EXHIBIT A: TECHNICAL REQUIREMENTS and any component, service, equipment, and staffing that is not identified in the Cost Worksheets, shall be interpreted to mean that the item will be provided by the Contractor at no cost. The cost items in EXHIBIT B: COST WORKSHEETS are all inclusive of the services needed to support a statewide Mobile Crisis Response system that is fully integrated with 988 CHS, 988 CRM, and other data sources needed to support 988 mobile crisis dispatch and response.	
A.2.2	MDS shall provide the leadership, project management	

	and support needed to perform all tasks associate with this service at no additional cost to the CA 9-1-1 Branch or the 988 Lifeline Crisis Center (LCC) also referred to as LCC in this contract or to the 988 Dispatch Center also referred to as 988 Dispatch Location in this contract, which may not be collocated at the LCC.	
A.2.3	MDS shall provide the functionality needed to dispatch resources based on the operational needs of the LCC or designated dispatch center that includes but is not limited to receiving 988 and 9-1-1 location information, AVL data, resource assignment, and resource tracking.	
A.2.4	MDS shall provide map interface capable of providing the user the ability to select map overlays, layers, and data critical to public safety that supports LCC and Dispatch Center Needs. Service shall provide ability to select base map layers that include but are not limited to ESRI, local mapping, Google, and CA 9-1-1 Branch.	
A.2.5	Services Provider shall support role-based security of data for all MDS data and shall provide meta data reports as requested by the CA 911 Branch.	
A.2.6	MDS shall not include any data sources without approval from Cal OES and the LCC and the 988 Dispatch Center.	
A.2.7	MDS shall provide ability to toggle any data sources on or off based on operational needs of the LCC and the 988 Dispatch Center.	
A.2.8	MDS shall display the location of all 988 Contact types, including calls, chats, and texts when location information is available from the 988 CHS or 988 CRM.	
A.2.9	MDS shall display the location of the 988 Mobile Response Unit and all other 988 Mobile Response units in California to the mobile units and to the 988 LCC and to the 988 Dispatch Center.	
A.2.10	MDS shall display updates for all locations are plotted in near real-time on a map for mobile units and dispatchers and shall provide the ability to toggle on and off a history of the caller's previous locations based on the information received from the CHS.	
A.2.11	MDS shall integrate with authoritative GIS base maps and	

	feature layers to enhance situational awareness	
A.2.12	MDS shall allow users to perform searches for addresses, points of interests and place names in addition to all common geodetic formats such as latitude/longitude and What3Words	
A.2.13	MDS shall deliver location information to connected systems and mapping applications via an IP connection and/or serial connection when location is available.	
A.2.14	MDS shall provide additional situational awareness tools such as real-time traffic, 988 call data, data from TomTom and Waze, as well as real-time Weather data	
A.2.15	MDS shall incorporate accurate time synchronization. Shall compare MDS clock with the stratum 0 clock in UTC format.	
A.2.16	MDS shall store all data in the cloud. Storage term shall be configurable by the LCC and 988 Dispatch Center for up to 180 days. System shall allow LCC and 988 Dispatch Center to auto-download data at LCC or designated dispatch centerdefined intervals or as one-time downloads. System shall also provide downloadable access and interface for local storage.	
A.2.17	MDS shall provide data in the NENA i3 Emergency Incident Data Object (EIDO) format using the EIDO conveyance mechanism as defined by CA 9-1-1 DIS to support data sharing requirements outlined in the CA 9-1-1 DIS contract.	
A.2.18	MDS shall enable search of all currently open MDS incidents, and within past 24 hours MDS records, for example, the ability to search for recent interactions with a person or vehicle of interest.	
A.2.19	MDS shall include command line interface to support quick access to common MDS processes. This includes the work effort to determine the command line needs.	
A.2.20	MDS shall provide ability to modify any attribute associated with a resource.	
A.2.21	MDS shall comply with federal, state and local statutes and regulations for all data that is stored and shared via the 988 MDS.	

A.2.22	All MDS data shall be the property of the LCC or the 988 Dispatch Center. All meta-data, report formats, data sharing formats, and APIs relating to this Contract shall be the property of the CA 9-1-1 Branch. All MDS traffic data and meta-data shall not be accessed or distributed by any Contractor or any of its subcontractors and cannot be used to support other contracts or business activities without approval from Cal OES and the local entity that owns the data.	
A.2.23	MDS shall support Single Sign On based on the request of the LCC and 988 Dispatch Center and approval of the CA 9-1-1 Branch.	
A.2.24	All MDS personnel performing work in support of EXHIBIT A: TECHNICAL REQUIREMENTS and the SOW are subject to compliance and background checks based on the requirements of the LCC and 988 Dispatch Center.	
A.2.25	MDS shall support opt in for third party for the purpose of machine learning and AI so that external AI technology can be incorporated into the solution. New API development costs are identified in EXHIBIT B: COST WORKSHEETS .	
A.2.26	MDS shall support direct entry to initiate MDS incident that includes but is not limited to the following methods: Address, Approximate address using a block number, Intersection, Latitude/longitude (decimal degrees or degrees, minutes, seconds), Business name, Alias name for commonly used locations provided by the LCC and 988 Dispatch Center, Mile posts/markers, Freeways exit numbers, Callboxes.	
A.2.27	MDS shall zoom to and move to area of the map based on validated location and 988 Dispatcher entry.	
A.2.28	MDS shall support dispatch groups for incidents in geographic areas or LCC or designated dispatch center defined regions.	
A.2.29	MDS shall support data affiliation based on incident.	
A.2.30	MDS shall support linking multiple incidents.	
A.2.31	MDS shall support displaying only incidents that are assigned to roles in the LCC and 988 Dispatch Center.	

A.2.32	MDS shall provide visual queues to alert 988 Dispatcher of incidents that require action, validation, or attention.	
A.2.33	MDS shall provide a system recovery mechanism for disaster recovery liability in the case of any loss of service.	
A.2.34	MDS shall timestamp entries with an average accuracy of 0.1 seconds relative to Coordinated Universal Time (UTC).	
A.2.35	MDS shall provide user training, train the trainer training for initial deployment as required by the LCC or designated dispatch center.	
A.2.36	MDS shall provide user training, train the trainer training for any new functionality as required by the LCC or designated dispatch center.	
A.2.37	MDS shall provide management and configuration that includes but may not be limited to the following: Dispatch groups and how they relate to units and events, Unit IDs Vehicle numbers, type codes and priority, unit statuses, disposition codes, commonly used locations, premise information.	
A.2.38	MDS shall provide an audit trail of any changes made in the system that includes who, what, where, and when.	
A.2.39	MDS shall support multiple dispatcher roles.	
A.2.40	MDS shall support trainer/supervisor monitoring to support training needs.	
A.2.41	MDS shall include messaging capability to send internal messages and to interface with mobile MDS users.	
A.2.42	MDS shall support all interfaces needed to support the operational needs of the 988 LCC and Dispatch Center.	
A.2.43	MDS shall support all interfaces needed to support system monitoring and reports need to comply with local, state and federal reporting requirements.	
A.2.44	MDS shall gather data needed from 988 Dispatch Center and 988 LCC to generate the specific field types, disposition codes, Unit Status, and other details needed to complete tasks in SOW and Technical Requirements.	
A.2.45	MDS shall include functionality to ensure the safety of the	

	mobile response team by supporting quick notification feature that will alert 988 Dispatch Center and LCC of any problems reported by mobile response team.	
A.2.46	MDS shall support workflow needed to interface with transport services that are not part of the 988 MDS, which will likely include using an API to send and receive specific data to support the workflow.	
A.2.47	MDS shall support interface with 988 CHS/CRM to access the directory of care in the CRM.	
A.2.48	MDS shall support workflow to provide clinical care on scene for the mobile crisis response team. The development of the clinical care procedures, guide, and workflow is not part of the 988 MDS, but the interface to the workflow is required. Many elements of this workflow will be developed by Cal HHS, DHCS, and the 988 Policy Advisory Group.	
A.2.49	MDS shall integrate a remote telehealth interface to facilitate a remote telehealth from Mobile Crisis Team to Clinician support. The integration shall be via a secure, encrypted communication that is HIPPA compliant and meets data security requirements	
	Technology Requirements	
A.3.1	MDS shall provide near real-time (as required to support all SLAs) performance data, and dashboard data to be monitored by CA 9-1-1 Branch and LCCs and 988 Dispatch Centers.	
A.3.2	Performance data shall include documented Mean Time Between Failure (MTBF) or Mean Time To Repair (MTTR) that may impact the availability of the system to deliver traffic.	
A.3.3	Technical Service Bulletin (TSB) shall be provided to CA 9-1-1 Branch and LCC and 988 Dispatch Center for any update, patch, or bug fix.	
A.3.4	Contractor shall establish a network operation center (NOC) that includes but is not limited to alarming, reporting, monitoring, managing, and supporting MDS on a 24/7/365 basis, down to the workstation level for all equipment and services required to support EXHIBIT A:	

	TECHNICAL REQUIREMENTS and SOW provided by the Contractor.	
A.3.5	Contractor shall provide trouble ticket log that is visible to CA 9-1-1 Branch, originating LCC, and 988 Dispatch Center 24/7/365.	
A.3.6	MDS shall support trouble ticket e-bonding with 988 CHS and CRM and shall maintain trouble ticket e-bonding.	
A.3.7	The MDS solution shall provide a dashboard to display and report the health of the MDS solution. The dashboard will monitor the health of the MDS solution and any vendor supplied LCC equipment and 988 Dispatch Center equipment to ensure that SLAs are being met. Monitoring shall be real time or near real time.	
A.3.8	MDS shall be subject to CA 9-1-1 Branch approved or contracted third party verification to ensure cloud/data center space and resources have been properly dedicated to California and meet physical and cyber security requirements.	
A.3.9	Contractor shall notify the CA 9-1-1 Branch when any stop-clock condition exists, within 60 minutes of stop-clock discovery.	
A.3.10	MDS shall log security events such as failed attempts at log-in to identify potential individuals trying to achieve unauthorized access to the system.	
	Monitoring Requirements	
A.4.1	MDS shall be deployed as a geographically diverse interconnected platform, housed within a highly available FEDRAMP High Certified native cloud solution within CONUS, and as a dedicated service to California with demonstrated capability that provides 99.99% availability and is not subject to downtime due to other deployments of the solution. The FEDRAMP High Certification is required for the cloud hosting provider but is not required for the 988 MDS software.	

A.4.2	Any cloud instance that is used to host the MDS shall be designed in a redundant, survivable manner and have multiple geographically diverse connections to the 988 System for any transfer of information between MDS and the 988 CHS/CRM.	
A.4.3	MDS shall be IP-based and shall fully comply with current and future NENA i3 standards, EIDO, and industry standards for all transfers of data to and from the 988 System.	
A.4.4	MDS shall be verified through testing at the CA 9-1-1 Branch NG9-1-1 Lab prior to issuing SOW to the LCC or designated dispatch center for purchase. Testing will be conducted by the Contractor in conjunction with the CA 9-1-1 Branch and representation from the LCC or designated dispatch center. Lab test results shall be provided to the CA 9-1-1 Branch upon request. The CA 9-1-1 Branch shall be the owner of all reports.	
A.4.5	All updates, fixes, upgrades, patches, etc. shall be executed in the cloud and pushed out to each contractor supplied device or interface in a manner consistent with cloud-based software as a service.	
A.4.6	All updates, fixes, upgrades, patches, etc. shall be deployed in the cloud, ensuring that 100% of the LCCs and designated dispatch center. Dispatch Locations are operating on the same cloud software and firmware version. Maximum 15 calendar day soak period for first customer application.	
A.4.7	All updates, at the discretion of and coordinated by the CA 9-1-1 Branch, shall be tested and accepted in the CA 9-1-1 Branch NG9-1-1 Lab prior to deployment at the LCC and 988 Dispatch Center.	
A.4.8	All updates that have been tested and accepted by the CA 9-1-1 Branch NG9-1-1 Lab shall be deployed at all LCCs and 988 Dispatch Center supported by the Contractor within 14 calendar days of successful testing. This includes MDS that may have been tested and accepted by the MDS manufacturer working with the CA 9-1-1 Branch,	

	independent of the contractor.	
A.4.9	MDS software shall, within 30 minutes of notification by the CA 9-1-1 Branch, roll back to prior version if updates or patches cause unintended failures or performance problems at the LCC or designated dispatch center.	
A.4.10	MDS shall provide user interface via a browser with proper security that is capable of running on the same Workstations (in a separate window, tab, or instance) as the 988 system in each LCC and 988 Dispatch Center and for remote dispatch capability.	
A.4.11	MDS shall support current and future web browser software versions with no degradation in service capabilities as outlined in EXHIBIT A: TECHNICAL REQUIREMENTS or the SOW.	
A.4.12	MDS hardware components installed at the LCC and 988 Dispatch Center shall be non-proprietary, with the sole exception of any devices identified to support the SOW and EXHIBIT A: TECHNICAL REQUIREMENTS .	
A.4.13	MDS shall provide a browser or application-based interface for the mobile crisis response units.	
A.4.14	MDS shall ensure that any public data source is connected via a secure, controlled interface at data center/ cloud. At a minimum the connection should address application layer inspection, secure flows, intrusion prevention, and intrusion detection.	
A.4.15	Cloud native solution shall utilize a cloud service provider that holds a verified FEDRAMP High certification.	
A.4.16	MDS shall ingress, handle, and display all incoming 988 traffic and supplemental information (i.e. location and/or help-seeker information) in a manner that is compliant with the information and data format provided by the CA 988 System CHS and CRM.	
A.4.17	System availability shall be 99.99% for the MDS software solution. MDS shall meet worst-case scenarios or dynamically expand without limitation of any physical onsite hardware, human intervention, or system resources (CPU, channels, etc.) during disasters or high demand	

	events.	
A.4.18	Contractor shall provide on-site technical support personnel to resolve technical issues at the LCC and 988 Dispatch Center for all equipment and services required to support EXHIBIT A: TECHNICAL REQUIREMENTS and SOW.	
A.4.19	MDS shall have secure connectivity, trust and identity, and threat defense from cloud to the dispatcher and mobile interfaces.	
A.4.20	MDS shall be designed to industry standard and FCC best practices, SAMHSA Guidelines, and NIST guidelines including the NENA i3 standards where applicable.	
A.4.21	MDS shall utilize an open standards methodology where applicable.	
A.4.22	Contractor shall ensure that proprietary standards and or protocols are minimized within the proposed MDS system. MDS shall identify any patents that apply to the solution.	
A.4.23	Cloud shall comply with NENA i3 cyber security standards and industry best practices for cyber security	
A.4.24	MDS shall implement new industry standards, including NENA EIDO related standards based on the timeline and deployment process as directed by the CA 9-1-1 Branch. For most, but not necessarily all updates, the CA 9-1-1 Branch will direct a minimum timeline of 6 months.	
A.4.25	Cloud solution must include isolated, independent clusters of data centers located in close enough proximity to ensure extremely low latency (ability to perform synchronous data replication) and the ability for each cluster to continue operation in the case of a data center failure.	
A.4.26	Data centers used in a cloud solution within a geographic area must have independent power infrastructure.	
A.4.27	MDS shall provide geolocation information for all mobile crisis units using the MDS.	

A.4.28	All servers, routers, firewalls, and other network elements at the LCC and 988 Dispatch Center shall have the current version or patch, deployed within 5 days of discovery of the need for updating.	
A.4.29	MDS solution shall protect the data at rest and in transit based on the data protections associated with the data.	
A.4.30	MDS shall be able to display geospatial boundaries of all PSAPs, LCCs and designated dispatch centers in California based on data provided by 988 System and NG 9-1-1 system.	
A.4.31	MDS shall support data compression and other tools needed to meet bandwidth requirements.	
A.4.32	MDS shall support a busy hour of 100 dispatches or less with a 5 Mbps connection. The busy hour calculations or an estimate shall be provided by Cal OES based on input from the LCC or designated dispatch center.	
A.4.33	MDS shall support a busy hour of 101 dispatches or more with a 10 Mbps connection. The busy hour calculations or an estimate shall be provided by Cal OES based on input from the LCC and 988 Dispatch Center.	
A.4.34	MDS shall provide counselors chat services between the mobile crisis team and the LCC and 988 Dispatch Center.	
A.4.35	CRM and MDS shall store all data maintained by the system for 7 years unless otherwise noted in EXHIBIT A: TECHNICAL REQUIREMENTS .	
A.4.36	CRM and MDS shall support interface with Cal OES Data Information and Sharing (DIS) system based on NENA i3 EIDO standard and API developed by Cal OES DIS system.	
A.4.37	MDS shall support the treatment of data based on needs, permissions, rights, and in compliance with CJIS, CLETS, PII, and other data storage requirements as they apply to specific data.	
A.4.38	MDS shall encrypt data in transit and at rest and comply with NENA i3 security requirements and NIST cyber security best practices to ensure data remains encrypted at all times and is only accessible by authorized users.	
A.4.39	MDS shall include dispatch logging recording in the cloud.	

	The default mechanism shall be no recording of dispatch unless directed by the LCC or 988 Dispatch Center. Shall include active recording methodology of all dispatches.	
A.4.40	MDS shall provide end-to-end encryptions for all recordings. Access to all recordings shall be controlled by the LCC and 988 Dispatch Center that owns the recording.	
A.4.41	MDS shall store all recordings in the cloud. Storage term shall be configurable by the LCC and 988 Dispatch Center for up to 180 days. System shall allow LCC and 988 Dispatch Center to auto-download data at LCC and designated dispatch center defined intervals or as one-time downloads. MDS shall also provide downloadable access and interface for local storage.	
A.4.42	MDS solution shall not cap the amount of storage needed to support any of the functional requirements.	
A.4.43	MDS shall update the location of the help-seeker based on information gained from the help-seeker, and from information that is pushed to MDS from the 988 CHS and CRM, and from the mobile crisis team.	
A.4.44	MDS to provide an on-line reference manual, user's manual, help guide, live chat, or similar feature to LCC and 988 Dispatch Center. All reference materials shall be continually updated to reflect MDS system updates and new functionality. All reference materials shall be searchable by keyword and easily navigable and shall provide a guided call experience to assist counselors.	
A.4.45	MDS shall ingest and display any third party or State provided data via API within 6 months of notification from the CA 9-1-1 Branch.	
A.4.46	MDS shall be a browser-based solution or application that can operate on any standard PC and shall work on a CA 9-1-1 Branch approved web browser based on system performance and security requirements. MDS shall prevent user from inadvertently closing MDS during a live call, chat or text.	
A.4.47	MDS solution shall provide an integrated mapping application	
A.4.48	Any functional requirement that is identified in A.0, A.1,	

	A.2, and A.3 may be applicable to the MDS and shall not be used as a restriction or excuse to exclude the functionality because it is listed in a specific tab.	
A.4.49	The MDS solution shall connect to the existing cloud native 988 system and shall provide any and all connections, hardware, software, and any other component needed to exchange information between the MDS and the 988 system as defined by the CA 9-1-1 Branch.	

Minor Discrepancies:

Tracking #: _____ Approved Amount: \$_____

As the authorized representative of:

_____ (988 LCC or designated dispatch center's name),

*I hereby acknowledge receipt, installation and satisfactory performance of the service and/or equipment.
If minor discrepancies exist, but do not keep the equipment from performing in accordance with the
contracted terms and conditions, these discrepancies are noted above.*

AUTHORIZED BY:

Signature

Date

Printed/Typed Name

Title

IMMEDIATELY AFTER ACCEPTANCE:

Submit the executed form, signed by the 988 LCC or designated dispatch center authorized representative to the Contractor and submit a copy to the CA 9-1-1 Branch.

39. SOW SAMPLE FOR LCC OR DESIGNATED DISPATCH CENTER

SOW SAMPLE FOR LCC OR DESIGNATED DISPATCH CENTER

This document is a template to develop the SOW that will be submitted to the 988 LCC or designated dispatch center to support the ordering of 988 Mobile Dispatch System (MDS).

A. Cover Page (should include the following)

1. Contractor Name
2. 988 LCC or designated dispatch center name
3. Project name
4. Table of Contents
5. Include all of the major categories and subcategories

B. Body

1. Overview
 - a. An overall statement about the purpose of the SOW and scope of the project

- b. A list of all equipment, including quantities, individual prices for hardware, and evergreen service monthly costs, based on [EXHIBIT A: TECHNICAL REQUIREMENTS](#) and [EXHIBIT B: COST WORKSHEETS](#).
- c. A description of the equipment that is to be provided by the 988 LCC or a designated dispatch center.
- d. Specific equipment that will not be provided by the Contractor to ensure that the 988 LCC or designated dispatch center and the State understand what has been specifically excluded from the project.
- e. Any other general issues.

2. Design

- a. System overview includes a description of the equipment and services provided. This includes but not limited to network configuration and interfaces, gateways, Uninterrupted Power Supply (UPS), mobile devices, display equipment, computers, keyboard, ancillary equipment, mobile display units, interfaces to other equipment and any other pertinent system elements.
- b. Description of the network elements to be connected to the system including 988 MDS trunks, lines, direct connects, remote maintenance lines, contact closures, and any other network connections that will be configured in the system.
- c. Integration Requirements to other system services and equipment such 988 CHS CRM

3. Change Requests – Project Milestone Reports (PMR)

- a. Change requests will be allowed upon approval from both the 988 MDS vendor and the CA 9-1-1 Branch using the [SECTION 36. PROJECT MILESTONE REPORT TEMPLATE](#). Include a copy of CA 9-1-1 Brand and vendor PMR.

4. Acceptance Testing

- a. An Acceptance Test Plan with a clear description of the acceptance testing process that is consistent with the Contract Requirements including the System Acceptance and Approval Checklist (Checklist form will be made available in the 988 MDS SOW).
- b. A description of how Project Milestone Reports are handled once Acceptance has been signed off by the authorized 988 LCC or designated dispatch center representative.

5. Names of Responsible Parties and Contact Information

- a. Names and contact information of all the responsible parties from the Contractor, 988 LCC or designated dispatch center, and the CA 9-1-1 Branch.

6. Responsibilities

- a. Contractor responsibilities.
- b. 988 LCC or designated dispatch center responsibilities.
- c. CA 9-1-1 Branch responsibilities.

7. 988 LCC or designated dispatch center admin / business line profile that will be integrated into the 988 MDS.

8. Installation Schedule

- a. List of key dates beginning with the estimated funding approval date from the CA 9-1-1 Branch. Revised schedule from the Contractor will be required once TD-289 is issued.
- b. Include site readiness date, installation date, system in-service date, anticipated 988 LCC or designated dispatch center acceptance date and any other dates pertinent to the success of the project.

9. Evergreen Service Provisions

- a. Acknowledgment of the terms of the evergreen service provisions of the Contract.

10. Evergreen Plan

- a. Remote maintenance/update processes
- b. Response times for critical, major, and minor outages
- c. 24/7 contact numbers to report trouble.

11. Training Plan:

- a. A description of the training that will be provided to the 988 LCC or designated dispatch center personnel.
- b. List of the user manuals / websites that will be provided by the Contractor.
- c. List of the technical service manuals/websites that will be provided by the Contractor.

12. SOW Approval

- a. A sign-off page for the authorized 988 LCC or designated dispatch center representative to approve the content of the SOW

13. Appendices

- a. Site Certification Document: The document that describes the building and environmental changes that the 988 LCC or designated dispatch center must make to accommodate the new or updated system.
- b. Floor Plan: Diagrams of the room where the workstations will be deployed and the 988 MDS trunk point of ingress at the 988 LCC or designated dispatch center.
- c. Pricing and Terms: A copy of the detailed quote from the Contractor for the project that includes quantities, and monthly evergreen costs.
- d. Forms: Samples of the forms that will be used for the project, such as change request forms, issue communications forms and any other applicable forms.

40. CONTRACT CANCELLATION

Cal OES may exercise its option to terminate the Agreement at any time with thirty (30) calendar days prior written notice to the Contractor. In the event of such termination, Cal OES shall pay all amounts due to the Contractor for all work accepted prior to termination commencing.

41. Glossary of Terms

Term/ Acronym	Definition
9-1-1 traffic	Includes all voice, data, text, pictures, videos, and any future technologies capable of delivering to PSAP over the NG9-1-1 Network.
988 traffic	Includes all voice, data, text, chat, pictures, videos, and any future technologies capable of delivering 988 Suicide and Crisis Lifeline contacts to a 988 Center.
Agency/State entity	Includes every state office, officer, department, division, bureau, board, and commission, including Constitutional Officers. "State entity" does not include the University of California, California State University, the State Compensation Insurance Fund, the Legislature, or the Legislative Data Center in the Legislative Counsel Bureau.
Aggregation	The services needed to receive 9-1-1 traffic from an OSP and deliver to the

	correct Core Service Provider.
Business Requirements	Higher-level statement of the goals, objectives, or needs of the Agency/state entity. Business requirements describe the reasons why a project has been initiated, the objective that the project will achieve, and the metrics that will be used to measure its success. Business requirements describe the needs of the Agency/state entity as a whole, not the groups or stakeholders within it.
Call	A conversation or communication using voice, text, or video with common communication systems.
CHS	Call Handling System
Certificate of System Readiness Form	Contractor shall complete the acceptance test plan and authorization checklist as defined in the SOW +SECTION 15. Deliverable Acceptance/Rejection Process. The Certificate of System Readiness Form will be signed by the Contractor and approved by CA 9-1-1 Branch for the acknowledgment of satisfactory system performance.
Commercial Off The Shelf Software (COTS)	A computer hardware or software product that is ready-made for specific uses and available for sale to the general public. COTS products are designed to be installed without requiring custom development. For example, Microsoft Office is a COTS product that is a packaged software solution for business and individuals. The set of rules for COTS is defined by the Federal Acquisition Regulation (FAR).
Contractor	The bidder who is awarded the 988 MDS contract.
Custom solution	Typically, computer software developed for a specific customer to accommodate the customer's particular requirements, preferences, and expectations.
Dedicated Solution	All components and software that are used to support NG9-1-1 traffic in California, must meet the requirements of this RFP and the needs of California at any instance in time.
Deviation	A deviation in the bid response that cannot be accepted by the State because it is not in substantial accord with the solicitation requirements, provides an advantage to one bidder over other bidders, or has a potentially significant effect on the delivery, quantity, or quality of items bid, amount paid to the Contractor, or on the cost to the State.
DIS	Data Information Sharing
Functional Requirements	Functional requirements represent the business objectives, needs and outcomes of all stakeholders. They should be organized and presented in context of and with a baseline business process/ workflow that they describe. They provide a description of what an enabling solution should provide and specify essential details of a solution for stakeholders as a means to express and manage

	expectations. They describe actions and operations that the solution must be able to perform. They can describe services, reactions, and behaviors of the solution. They also describe information the solution will manage. The requirements should be expressed in business terms and should not include any technical references. The requirement should identify “what” is required to meet the business objective, not “how” the requirement will be implemented.
LCC	Lifeline Crisis Center. A crisis center is a resource for individuals going through mental health crises. They provide mental health services and emotional support for their state or local communities via calls, texts, and chat contacts from the 988 Suicide and Crisis LIFELINE.
988 MDS	988 Mobile Dispatch System
Dispatch Center	Agency or Agencies who are responsible for dispatching Mobile Crisis Response Teams using the 988 MDS.
MCRT	Mobile Crisis Response Team
Modified Off The Shelf (MOTS)	MOTS product – Typically, a COTS product with source code made available to the purchaser to allow for modifications. The product may be customized by the purchaser, by a vendor, or by another party to meet the requirements of the customer. Since MOTS product specifications are written by external sources, purchasers may not have control of future changes to the product.
Non-functional Requirements	Non-functional requirements provide criteria to evaluate the operation of an enabling solution and primarily represent qualities of (expectations and characteristics) and constraints on (e.g., governmental regulations) the solution. They capture conditions that do not directly relate to the behavior or functionality of the solution, but rather describe environmental conditions of an effective solution or productive qualities of the solution. Mid-level non-functional requirements also define quality of service requirements, such as those relating to required capacity, speed, security, privacy, availability, response time, throughput, usability, and the information architecture and presentation of the user interfaces.
Point of Interface (POI)	Placed in a location that meets the needs of OSPs and provides the interfaces needed to accept 9-1-1 traffic from the OSP and deliver that traffic to aggregation over an NG9-1-1 trunk service.
Project/ Transitional	Project/transition requirements describe capabilities that the solution must have in order to facilitate the transition from the current state of the enterprise to a

Requirements	desired future state. Mid-level project/transition requirements are differentiated from other requirement types because they are usually temporary in nature and will not be needed once the transition is complete. They typically cover process requirements imposed through the contract, such as mandating a particular design method, administrative requirements, data conversion and migration from existing services, interfaces, skill gaps that must be addressed, and other related changes required to reach the desired future state.
SIPREC	Session Recording Protocol
Solution Requirements	Describes the characteristics of a solution that will meet the business requirements. Solution requirements describe specific characteristics of the solution both in terms of functionality and quality of service. Solution requirements are sub-classified into functional requirements, non-functional requirements and project/ transitional requirements.
Statement of Work (SOW)	A written description of work to be performed under a contract to satisfy the State's needs. It can include what is to be done, when, where, and how plus define the roles and responsibilities of the State and the contractor. Sometimes referred to as scope of work.
Transitional/ Project Requirements	Transition/ Project requirements describe capabilities that the solution must have in order to facilitate the transition from the current state of the enterprise to a desired future state. Mid-level project/transition requirements are differentiated from other requirement types because they are usually temporary in nature and will not be needed once the transition is complete. They typically cover process requirements imposed through the contract, such as mandating a particular design method, administrative requirements, data conversion and migration from existing services, interfaces, skill gaps that must be addressed, and other related changes required to reach the desired future state.

ATTACHMENT 2: INTENT TO BID

California Department of Technology
Statewide Technology Procurement
P. O. BOX 1810, MS Y12
Rancho Cordova, CA 95741

+1 916-215-9959
cristina.brinzei@state.ca.gov

The State's non-negotiable items are listed below:

1. The Bidder must have submitted a complete eVAQ application and be deemed eVAQ approved by the Final Proposal submission due date on this RFP, specified in [SECTION 2.3. KEY ACTION DATES \(KAD\)](#).
2. By checking the boxes below, agree to comply, without exceptions, with the general provisions below (required as part of eVAQ and will be applicable to any contract resulting from this solicitation):

- ☐ Agree to [EXHIBIT C: General Provisions for Electronic Vendor Application of Qualifications \(eVAQ\) #19-001- Telecom: General Provisions - Telecommunications](#), and
- ☐ Agree to [EXHIBIT D: CLOUD COMPUTING SERVICES SOFTWARE AS A SERVICE \(SAAS\) SPECIAL PROVISIONS - TELECOMMUNICATIONS \(Rev. 05/03/2021\)](#)

CONTACT INFORMATION		
Name:		
Address:		
City, State, and ZIP Code:		
Telephone:		
E-Mail:		

Sincerely,

Signature and Contact Information		
Name (Signature)	Name and Title	E-mail
Company	Telephone	

ATTACHMENT 3: CONFIDENTIALITY STATEMENT

As an authorized representative or corporate officer of the company name below, I have the authority to bind the company contractually, and I agree that all persons employed by this company will adhere to the following policy:

All information belonging to the California Department of Technology (CDT) or its affiliated agencies is considered sensitive and confidential and cannot be disclosed to any person or entity that is not directly approved to participate in the work required to execute this Agreement.

I certify that I will keep all project information including (but not limited to) information concerning the planning, processes, development or procedures of the project, and all communication with CDT or its affiliates related to any procurement process, confidential and secure. I will not copy, give or otherwise disclose such information to any other person unless CDT has on file a Confidentiality Statement signed by the other person(s), and the disclosure is authorized and necessary for the project. I understand that the information to be kept confidential includes, but is not limited to, specifications, administrative requirements, terms and conditions, concepts and discussions, as well as written and electronic materials. I further understand that if I leave this project before it ends, I must still keep all project information confidential. I agree to follow any instructions provided by the project relating to the confidentiality of project information.

I fully understand that any unauthorized disclosure I make may be basis for civil and/or criminal penalties. I agree to advise the Contract Manager immediately in the event of an unauthorized disclosure, inappropriate access, misuse, theft or loss of data.

I warrant that if my company is awarded the Contract, it will not enter into any agreements or discussions with a third party concerning such materials prior to receiving written confirmation from the State that such third party has an agreement with the State similar in nature to this one.

All materials provided for this Project, except where explicitly stated will be promptly returned or destroyed, as instructed by an authorized CDT representative. If the materials are destroyed and not returned, a letter attesting to their complete destruction, which documents the destruction procedures, must be sent to the Contract Manager before payment can be made for services rendered. In addition, all copies or derivations, including any working or archival backups of the information, will be physically and/or electronically destroyed within five (5) calendar days immediately following either the end of the Contract period or the final payment, as determined by the contracting Agency/state entity.

All personnel assigned to this project shall be provided a Confidentiality Statement and will be expected to sign and return it to the State's project manager before beginning work on this project.

CONTACT INFORMATION AND SIGNATURE					
Representative Name:		Title:		Phone Number:	
Company Name:					
Address:					
City/State/Zip Code:					
Signature:					
Date:					

ATTACHMENT 4: COVER LETTER FORM

BIDDER AGREES YES/NO	Description
	Bidder's Company Legal Name:
	Bidder's Company Address:
	The proposal response is the bidder's binding offer, good for 180 calendar days from the scheduled contract award date, as noted in SECTION 2.3. KEY ACTION DATES (KAD) .
	The bidder agrees to the terms and conditions of this solicitation and accepts responsibility as the prime contractor if awarded the contract resulting from this solicitation.
	The bidder agrees that the bidder has available staff with the appropriate skills to complete the contract for all services as described in this solicitation and SOW.
	The Bidder has completed and submitted the eVAQ application and has been deemed approved by STP. <u>Bidder shall provide STP approved eVAQ number:</u>
	This form is signed by an individual who is authorized to bind the bidding firm contractually. The individual's name must also be typed, and include the title or position that the individual holds in the firm. An unsigned bid may be rejected.
	Provide email and phone number of the person signing the letter:

x _____
Signature and Date

x _____
Name and Title of Signatory

ATTACHMENT 5: RESPONSE TO ADMINISTRATIVE REQUIREMENTS

The Bidder must indicate agreement to each of the Administrative Requirements in the table below as described in Section, ADMINISTRATIVE REQUIREMENTS DOCUMENT (M). By indicating “Yes,” the Bidder affirms that it understands the requirement and agrees to comply with the requirement. Answering “No” to any of the mandatory administrative requirements in the Final Proposal will deem the Bidder non-responsive and will be the basis for rejecting the Bidder’s proposal.

RFP - SECTION ADMINISTRATIVE REQUIREMENT	Bidder Agrees Yes / No
SECTION 3.2. ABILITY TO PERFORM	☐ Yes ☐ No
SECTION 3.3. PRIMARY BIDDER	☐ Yes ☐ No
SECTION 3.4. SUBCONTRACTORS	☐ Yes ☐ No
SECTION 3.5. AMENDMENT	☐ Yes ☐ No
SECTION 3.6.1. FINANCIAL STABILITY	☐ Yes ☐ No
SECTION 3.8. TELECOMMUNICATIONS PROVISIONS	☐ Yes ☐ No
SECTION 3.8.1. GENERAL PROVISIONS - TELECOMMUNICATIONS (Revised and Effective 09/19/2019)	☐ Yes ☐ No
SECTION 3.8.2. CLOUD COMPUTING SERVICES SPECIAL PROVISIONS - TELECOMMUNICATIONS	☐ Yes ☐ No
SECTION 3.9. INSURANCE COVERAGE	☐ Yes ☐ No
SECTION 3.14. SOCIOECONOMIC PROGRAMS	☐ Yes ☐ No
SECTION 3.15. RUSSIA - UKRAINE CONFLICT ECONOMIC SANCTIONS	☐ Yes ☐ No
SECTION 3.16. HARDWARE / EQUIPMENT	☐ Yes ☐ No
SECTION 3.17. GEN AI DISCLOSURE AND FACTSHEET	☐ Yes ☐ No

ATTACHMENT 6: BIDDER DECLARATION GSPD 05-105

ATTACH THE BIDDER DECLARATION GSPD-05-105 AS [ATTACHMENT 6: BIDDER DECLARATION GSPD 05-105](#).

The Bidder Declaration GSPD-05-105 and its instructions are available as a fill and print PDF at:

<https://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd05-105.pdf>

ATTACHMENT 7: WORKERS' COMPENSATION CERTIFICATION

The undersigned in submitting this document hereby certifies the following:

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with such provisions before commencing the performance of the work of this Contract.

Signature and Contact Information	
Signature	Date
Name and Title (Print or Type)	Street Address
Firm Name	City, State, Zip Code

ATTACHMENT 8: DVBE DECLARATIONS

ATTACH THE STD 843, DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS AS EXHIBIT
[ATTACHMENT 8: DVBE DECLARATIONS](#).

The STD. 843, Disabled Veteran Business Enterprise Declarations and its instructions are available as a fill and print PDF at:

https://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/pd_843.pdf

ATTACHMENT 9: BIDDING PREFERENCES AND INCENTIVES

THE BIDDER MUST COMPLETE ALL SECTIONS BELOW AND SUBMIT WITH ITS PROPOSAL.

1. SMALL BUSINESS PREFERENCE:

Bidder must check the appropriate box from the choices below

SMALL BUSINESS PREFERENCE	
☐	I am a DGS certified Small Business and claim the Small Business Preference. My DGS Small Business certification number is:
☐	I have recently filed for DGS Small Business Preference but have not yet received certification, but I am claiming the Small Business Preference.
☐	I am not a DGS certified Small Business, but 25% or more of the revenue from the award will go to DGS certified Small Business subcontractors performing a Commercially Useful Function and therefore I am claiming the preference. <i>Bidder must complete and submit Exhibit: GSPD-05-105 BIDDER DECLARATION, indicating the percentage of the revenue that will be received by each DGS certified Small Business subcontractor. The form can also be found at the following link:</i> https://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd05-105.pdf
☐	I am not claiming the DGS Small Business Preference.

2. DVBE INCENTIVE:

Bidder must check the appropriate box from the choices below

DVBE INCENTIVE:	
☐	I am a DGS certified DVBE. A copy of my STD. 843 form is attached. https://www.documents.dgs.ca.gov/dgs/fmc/gspd/pd/pd_843.pdf
☐	I have recently filed for DGS DVBE certification, but have not yet received certification.
☐	I am not a DGS certified DVBE, but a percentage of the revenue will be going to DGS certified DVBE Subcontractors performing a Commercially Useful Function, and therefore I am claiming the DVBE incentive. <i>Bidder must submit a Exhibit: GSPD-05-105 BIDDER DECLARATION, indicating the percentage of the revenue that will be received by each DGS certified DVBE subcontractor. Bidder must also submit an EXHIBIT, STD 843 DVBE DECLARATIONS, for each DVBE subcontractor, signed by the DVBE owner/manager. The form can be found on the following</i>

DVBE INCENTIVE:

link:

<https://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd05-105.pdf>

https://www.documents.dgs.ca.gov/dgs/fmc/gspd/pd/pd_843.pdf

☐ I am not claiming the DVBE incentive.

3. ADDITIONAL BIDDING PREFERENCES:

The Bidder shall check the appropriate box from the choices below.

ADDITIONAL BIDDING PREFERENCES:

☐ I am not claiming the TACPA preference.

I am claiming the TACPA bidding preference.

☐ *Bidder must submit TACPA PREFERENCE REQUEST FORMS.* The forms can be found on the following link:

<https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std830.pdf>

Name of Bidder: _____

Signature and Date: _____

ATTACHMENT 10: COMMERCIALLY USEFUL FUNCTION (CUF) CERTIFICATION

THE BIDDER MUST COMPLETE AND SUBMIT WITH ITS PROPOSAL.

Bidder Name: _____

Subcontractor Name (submit one form for each SB/DVBE (prime and/or subcontractor(s))
: _____

Mark all that apply: DVBE: ☐ Small Business: ☐ Micro Business: ☐ N/A: ☐

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

Answer questions 1-5 below, as they apply to your company for the goods and/or services being acquired in this solicitation. A California certified SB, MB, or DVBE business must be deemed to perform a Commercially Useful Function (CUF) by meeting **ALL** of the following CUF requirements for Contract award consideration.

CUF Requirements			
1.	Is responsible for the execution of a distinct element of the resulting Contract.	Yes ☐	No ☐
2.	Carries out its obligation by actually performing, managing, or supervising the work involved.	Yes ☐	No ☐
3.	Performs work that is normal for its business services and functions.	Yes ☐	No ☐
4.	Is responsible, with respect to products, inventories, materials, and supplies required for the Contract, for negotiating price, determining quality and quantity, ordering, installing, if applicable, and making payment. If this is a SERVICE with NO goods involved, check N/A and go to #5.	Yes ☐	No ☐ or N/A ☐
5.	Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.	Yes ☐	No ☐

If the answer to any of the five (5) questions is "NO" (except for #4 when marked with "N/A"), may result in your proposal being deemed non-responsive.

The Bidder must provide a written statement below detailing the role, services and goods the subcontractor(s) will provide to meet the commercially useful function requirement. If the Bidder is not claiming a SB or DVBE, indicate "Not claiming a preference" in the box below.

Written Statement or Statement of No Claim

At the State's option prior to award, the Bidder may be required to submit additional written clarifying information.

By signing this form, the undersigned Bidder certifies that the Certified Small Business or DVBE satisfies the Commercially Useful Function requirement, and will provide the role, services, and/or goods stated above.

Signature, Name and Title
Bidder Signature:
Bidder Printed/Typed Name and Title:

ATTACHMENT 11: TACPA PREFERENCE REQUEST FORMS

ATTACH THE TACPA PREFERENCE REQUEST FORMS AS [ATTACHMENT 11: TACPA PREFERENCE REQUEST FORMS](#).

Bidders wishing to take advantage of this preference will need to review the website below and submit the appropriate response forms as [ATTACHMENT 11: TACPA PREFERENCE REQUEST FORMS](#), with Final Proposal.

The required applications/forms are as follows:

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

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

ATTACHMENT 12: BIDDER QUALIFICATIONS FORM

The Bidder may use up to two (2) projects to meet the total experience required for each mandatory and, if applicable, desirable experience. The Bidder may submit projects to cumulatively meet the size and scope of each requirement for the mandatory or desirable qualifications specified.

a) Refer to the Excel Workbook file on Cal eProcure labeled, [ATTACHMENT 12: BIDDER QUALIFICATIONS FORM](#) for submission of your Mandatory Bidder Qualifications confirmation.

b) The Bidder must indicate agreement to each of the Mandatory Bidder Qualifications as described in [SECTION 4.1. QUALIFICATION REQUIREMENTS](#). By indicating "Yes," the Bidder affirms that it understands the requirement and agrees to comply with the requirement. Answering "No" to any of the mandatory Bidder Qualifications in the Final Proposal will be deemed a deviation and must be resolved to the State's satisfaction.

ATTACHMENT 13: TECHNICAL REQUIREMENTS NARRATIVE RESPONSES

Bidder shall include the narrative response question for *each* narrative response. Bidder's response shall not exceed two (2) pages per response. The requirement question will not be counted against the bidder's word count. See [EXHIBIT A: TECHNICAL REQUIREMENTS](#), Tab labeled "Instructions" and "A.0-Narrative Requirements" for instructions and list of Narrative Requirements.

Written responses for each numbered requirement shall be a maximum of two (2) pages, single space, Times New Roman or Century Gothic, 12 font. During Evaluation, only the responses contained within the two (2) page maximum will be considered. Any pages exceeding the two (2) page requirement will not be considered in the evaluation.

ATTACHMENT 14: TEMPLATE FOR QUESTION SUBMITTAL

The Bidder is required to use this format when submitting questions to the Procurement Official listed in [SECTION 2.2.1. PROCUREMENT OFFICER](#). Written questions and request for requirement changes must be submitted in Microsoft Excel or Word version.

Instructions are as follows:

Name of Bidder – Provide the name of the bidding firm

Contact Person – Provide the name of the person to contact if the State needs clarification about the question.

Contact Email and Phone Number – Provide the email and phone number (including area code) for the listed contact person.

– Sequentially number each question, always starting at one (1) for each submission.

Section/Document(s) – Identify the section or document the request pertains to, such as “Section SALES TAX.”

Page # – Identify the page number of the section/document name or title the question pertains to.

Question/Request for Changes – Write the question and/or request for change in this column.

Expand or reduce the number of rows to accommodate the number of questions.

Question / Request for changes			
Name of Bidder:			
Contact Person:			
Contact Email and Phone Number:			
#	Section/Document(s)	Page #	Question/Request for Changes
1			
2			
3			
4			

ATTACHMENT 15: GEN AI DISCLOSURE AND FACTSHEET

Attach the STD 1000, Generative Artificial Intelligence (Gen AI) Disclosure and Factsheet, with the response submittal per [SECTION 3.17. GEN AI DISCLOSURE AND FACTSHEET](#).

Refer to the following website to obtain the appropriate form. <https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std1000.pdf>

ATTACHMENT 16: SOLICITATION SUBMISSION CHECKLIST

(This attachment is not required to be submitted with your solicitation response.)

Has your firm submitted the following Exhibits?

- ☐ ATTACHMENT 2: INTENT TO BID
- ☐ ATTACHMENT 3: CONFIDENTIALITY STATEMENT

Does your Final Proposal follow the format specified in Section 6?

- ☐ Packaged and labeled as identified in Section 6.
- ☐ No cost data provided in any volumes, except in Volume 2.

Is your Final Proposal provided in the following order, as identified in Section 6?

Volume 1: Response to Administrative and Technical Requirements

- ☐ ATTACHMENT 4: COVER LETTER FORM
- ☐ ATTACHMENT 5: RESPONSE TO ADMINISTRATIVE REQUIREMENTS
- ☐ ATTACHMENT 6: BIDDER DECLARATION GSPD 05-105
- ☐ ATTACHMENT 7: WORKERS' COMPENSATION CERTIFICATION
- ☐ ATTACHMENT 8: DVBE DECLARATIONS
- ☐ ATTACHMENT 9: BIDDING PREFERENCES AND INCENTIVES
- ☐ ATTACHMENT 10: COMMERCIALLY USEFUL FUNCTION (CUF) CERTIFICATION
- ☐ ATTACHMENT 11: TACPA PREFERENCE REQUEST FORMS
- ☐ ATTACHMENT 12: BIDDER QUALIFICATIONS FORM
- ☐ ATTACHMENT 13: TECHNICAL REQUIREMENTS NARRATIVE RESPONSES
- ☐ ATTACHMENT 15: GEN AI DISCLOSURE AND FACTSHEET
- ☐ EXHIBIT A: TECHNICAL REQUIREMENTS

Volume 2: Cost

☐ [EXHIBIT B: COST WORKSHEETS](#)

EXHIBIT A: TECHNICAL REQUIREMENTS

- a) Refer to the Excel Workbook file on Cal eProcure labeled, "[EXHIBIT A: TECHNICAL REQUIREMENTS](#)" for submission of your Technical Requirements confirmation.

- b) The Bidder must indicate agreement to each of the Functional and Non-Functional requirements as described in [SECTION 4.2.1. TECHNICAL REQUIREMENTS \(M\)](#). By indicating "Yes," the Bidder affirms that it understands the requirement and agrees to comply with the requirement. Answering "No" to any of the mandatory technical requirements in the Final Proposal will be deemed a deviation and must be resolved to the State's satisfaction.

EXHIBIT B: COST WORKSHEETS

- a) Refer to the Excel Workbook file on Cal eProcure labeled, “[EXHIBIT B: COST WORKSHEETS](#)” for submission of your Cost Data.
- b) The cost worksheets shall be completed in accordance with the instructions in the [SECTION 5. COST](#) and [SECTION 6. PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS](#). Cost worksheets shall be submitted with the Bidder’s Final Proposal and uploaded electronically separately in Volume 2: COST.

**EXHIBIT C: General Provisions for Electronic Vendor Application of Qualifications (eVAQ)
#19-001- Telecom**

See attached file: EXHIBIT C: General Provisions for Electronic Vendor Application of Qualifications (eVAQ) #19-001- Telecom.pdf

EXHIBIT D: CLOUD COMPUTING SERVICES SOFTWARE AS A SERVICE (SAAS) SPECIAL PROVISIONS - TELECOMMUNICATIONS (Rev. 05/03/2021)

See attached file: EXHIBIT D: CLOUD COMPUTING SERVICES SOFTWARE AS A SERVICE (SAAS) SPECIAL PROVISIONS - TELECOMMUNICATIONS (Rev. 05_03_2021).pdf