

California Department of Technology (CDT), Office of Statewide Procurement (OSTP), Request for Quotation



**Request for Quotation (RFQ)
RFQ #A241013270**

FOR

**Cybersecurity Assessments for NextGEN 9-1-1 and 988 Systems
October 23, 2024**

Issued by:

**STATE OF CALIFORNIA
Office of Emergency Services
601 Sequoia Pacific Blvd., Sacramento, CA 95811-0231**

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

Part 2 of the solicitation template contains all forms a Respondent must complete and return with its Quote response, 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 Officers of this solicitation remain the official version. In the event of any inconsistency between the Respondent's versions, articles, attachments, specifications or provisions (which constitute the Contract), the official State version of the solicitation in its entirety shall take precedence.

TABLE OF CONTENTS

1. INTRODUCTION	8
1.1. PURPOSE	8
1.2. BACKGROUND	8
1.3. TERM OF CONTRACT	11
1.3.1. AMENDMENT	11
1.4. AMERICANS WITH DISABILITIES ACT (ADA)	12
2. INSTRUCTIONS	12
2.1. COMMUNICATIONS AND CONTACTS	13
2.1.1. PROCUREMENT OFFICERS	13
2.1.2. QUESTIONS	13
2.2. KEY ACTION DATES	14
2.3. ADDENDA	15
2.4. RULES GOVERNING COMPETITION	15
2.4.1. IDENTIFICATION AND CLASSIFICATION OF SOLICITATION REQUIREMENTS	15
2.4.2. SOLICITATION DOCUMENTS	16
2.4.3. EXAMINATION OF THE WORK	16
2.4.4. EXCLUSION FOR CONFLICT OF INTEREST	16
2.4.5. CONFIDENTIALITY	17
2.4.6. RESPONDENT'S COST	17
2.4.7. SIGNATURE OF QUOTE RESPONSE	17
2.4.8. IRREVOCABLE OFFER	17
2.4.9. FALSE OR MISLEADING STATEMENTS	18
2.4.10. BONDS	18
2.5. BIDDING STEPS	18
2.5.1. ADMINSTRATIVE, TECHNICAL, AND COST REQUIREMENTS	19
2.5.1.1. NEGOTIATIONS (OPTIONAL)	19
2.5.2. DISPOSITION OF QUOTE RESPONSES	20
2.6. PROTESTS	20
3. ADMINISTRATIVE REQUIREMENTS	20

3.1. ELECTRONIC VENDOR APPLICATION OF QUALIFICATIONS (eVAQ)	21
3.2. ABILITY TO PERFORM	21
3.3. PRIMARY RESPONDENT	22
3.4. SUBCONTRACTORS	22
3.4.1. BIDDER DECLARATION FORM (M)	22
3.5. FINANCIAL RESPONSIBILITY INFORMATION	23
3.5.1. FINANCIAL STABILITY	23
3.6. INCORPORATION OF EVAQ REQUIREMENTS	23
3.7. TELECOMMUNICATIONS PROVISIONS	23
3.7.1. GENERAL PROVISIONS - TELECOMMUNICATIONS (Revised and Effective 09/19/2019)	23
3.7.2. CLOUD COMPUTING SERVICES SPECIAL PROVISIONS - TELECOMMUNICATIONS	24
3.8. TABLE OF CONTENTS (M)	24
3.9. ADMINISTRATIVE REQUIREMENTS DOCUMENT (M)	24
3.10. COVER LETTER (M)	24
3.11. STATEMENT OF WORK (M)	24
3.12. CONFIDENTIALITY STATEMENT (M)	24
3.13. SOCIOECONOMIC PROGRAMS	25
3.13.1. BIDDER'S PREFERENCE AND INCENTIVE DECLARATION (M)	25
3.13.2. DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PROGRAM	25
3.13.2.1. DVBE PARTICIPATION REQUIREMENT	26
3.13.2.2. DVBE INCENTIVE (O)	26
3.13.3. SMALL BUSINESS PREFERENCE (O)	26
3.13.4. NON-SMALL BUSINESS SUBCONTRACTOR PREFERENCE (O)	27
3.13.5. COMMERCIALLY USEFUL FUNCTION (M)	27
3.13.6. TARGET AREA CONTRACT PREFERENCE ACT (TACPA) (O)	28
3.14. GEN AI DISCLOSURE AND FACTSHEET (M)	29
3.15. RUSSIA - UKRAINE CONFLICT ECONOMIC SANCTIONS	29

4. RESPONSE REQUIREMENTS	30
4.1. QUALIFICATION REQUIREMENTS	31
4.1.1. KEY STAFF QUALIFICATIONS WORKBOOK (M) and (DS)	31
4.1.2. KEY STAFF REFERENCES	31
4.2. Understanding and Approach (MS)	31
5. COST REQUIREMENTS (MS)	32
5.1. COST WORKSHEET (MS)	32
5.2. PAYMENT TERMS	33
6. RESPONSE FORMAT AND SUBMISSION REQUIREMENTS	33
6.1. PREPARATION	33
6.2. COMPLETION OF QUOTE RESPONSES	33
6.3. DELIVERY OF SUBMITTALS	34
6.4. FORMATTING	34
7. EVALUATION	34
7.1. EVALUATION TEAM	35
7.2. EVALUATION STEPS	35
7.2.1. EVALUATION OF REQUIRED INFORMATION AND REQUIREMENTS	35
7.2.2. RECEIPT AND PRELIMINARY REVIEW	36
7.2.3. MANDATORY REQUIREMENTS EVALUATION	36
7.2.4. VALIDATION AGAINST REQUIREMENTS	36
7.3. EVALUATION	37
7.3.1. ERRORS IN THE QUOTE RESPONSE	39
7.3.2. REJECTION OF QUOTE RESPONSES	39
7.3.3. ADMINISTRATIVE REQUIREMENTS EVALUATION	40
7.3.4. QUALIFICATION REQUIREMENTS EVALUATION	40
7.3.4.1. KEY STAFF QUALIFICATIONS	41
7.3.4.2. UNDERSTANDING AND APPROACH	41
7.3.5. CALCULATION OF NON-COST SCORE	43
7.3.6. COST EVALUATION	44
7.3.7. SOCIOECONOMIC PROGRAMS	45

7.3.7.1. TACPA PREFERENCE	45
7.3.7.2. SMALL BUSINESS PREFERENCE	46
7.3.7.3. DVBE INCENTIVE	47
7.3.8. FINAL SCORE CALCULATION AND RANK DETERMINATION	48
7.3.9. SUBMISSION OF AMENDED QUOTE RESPONSE(S)	49
7.4. NEGOTIATIONS	49
7.4.1. PROCEEDING TO NEGOTIATIONS	49
7.4.2. NEGOTIATION INVITATION	49
7.4.3. BEST AND FINAL OFFER SUBMISSION (BAFO)	50
7.4.4. EVALUATION OF BAFO SUBMISSION	50
7.4.5. SELECTION	50
7.4.6. DEBRIEFING	51
8. INFORMATIONAL ATTACHMENTS	51
Part 2.....	52
ATTACHMENTS	52
ATTACHMENT 1: APPENDIX A - STATEMENT OF WORK	52
ATTACHMENT 2: PART 2 - SOLICITATION FORMS.....	73
ATTACHMENT 3: CONFIDENTIALITY STATEMENT.....	74
ATTACHMENT 4: COVER LETTER FORM.....	76
ATTACHMENT 5: RESPONSE TO ADMINISTRATIVE REQUIREMENTS ...	78
ATTACHMENT 6: BIDDER DECLARATION GSPD 05-105.....	79
ATTACHMENT 7: DVBE DECLARATIONS	80
ATTACHMENT 8: BIDDING PREFERENCES AND INCENTIVES	81
ATTACHMENT 9: COMMERCIALLY USEFUL FUNCTION (CUF) CERTIFICATION	84
ATTACHMENT 10: TACPA PREFERENCE REQUEST FORMS.....	86
ATTACHMENT 11: GEN AI DISCLOSURE AND FACTSHEET.....	87
ATTACHMENT 12: KEY STAFF QUALIFICATIONS WORKBOOK	88
ATTACHMENT 13: UNDERSTANDING AND APPROACH.....	89
ATTACHMENT 14: TEMPLATE FOR QUESTION SUBMITTAL/REQUEST FOR CHANGES.....	91

ATTACHMENT 15: SOLICITATION SUBMISSION CHECKLIST	92
EXHIBITS	93
EXHIBIT A: WORK AUTHORIZATION (WA).....	93
EXHIBIT B: WORK AUTHORIZATION ACCEPTANCE DOCUMENT (WAAD).....	95
EXHIBIT C: PROJECT MILESTONE REPORT (PMR).....	97
EXHIBIT D: COST WORKSHEET	99
EXHIBIT E: General Provisions for Electronic Vendor Application of Qualifications (eVAQ) #19-001- Telecom	100
EXHIBIT F: CLOUD COMPUTING SERVICES SOFTWARE AS A SERVICE (SAAS) SPECIAL PROVISIONS - TELECOMMUNICATIONS (Rev. 05/03/ 2021)	101

PART 1 – REQUEST FOR QUOTATION INFORMATION

1. INTRODUCTION

On behalf of the California Governor's Office of Emergency Services (Cal OES), this solicitation is being conducted under the authority of the California Department of Technology (CDT) pursuant to Public Contract Code (PCC) §6611 et seq. which provides the authority to use a negotiation process when the State's business need or the purpose of the procurement or contract is known, but negotiation is necessary to ensure the State is receiving the best value or the most cost-efficient goods, services, information technology, and telecommunications.

This solicitation contains the instructions governing the requirements for Quote responses to be submitted by Respondents. Also included in this solicitation is the required format and material Respondents must meet to be eligible for consideration, as well as addressing Respondents' responsibilities before and after award.

1.1. PURPOSE

The purpose of this Request for Quotation (hereafter referred to as "solicitation") is to obtain a Contractor to provide two (2) qualified consultant resources for the NG 9-1-1 network, NG 9-1-1 CPE, 988 Network, and 988 CRM, CPE, and MDS Cybersecurity Assessments. The NG 9-1-1 network will connect to all 443 Public Safety Answering Points (PSAPs) in California and that will interconnect the four (4) Regions and the Prime network service providers. The 988 network will connect to twelve (12) Lifeline Crisis Centers (LCCs) which will each have a connection into the NG 9-1-1 network. The NG 9-1-1 CPE is cloud and data center based. Vendors in this space use transport from the NG 9-1-1 network to deliver 9-1-1 calls. The Data Centers and cloud based infrastructure of these CPE providers will need assessing and testing. The 988 CPE, CRM, and MDS are similar in architecture to NG9-1-1 CPE and will require similar assessment and testing.

The Contractor shall complete information and data gathering on these networks and peripherals, and shall complete a cybersecurity vulnerability assessment of services designated by Cal OES.

The Contract Award, if made, will be to the single Respondent 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 (PSC), CA 9-1-1 Emergency Communications Branch (CA 9-1-1 Branch) is authorized by statute Government Code (GC) Sections 53100-53121 and GC 53123.2 (c) to manage and oversee the statewide 9-1-1 emergency communications system. The authority to oversee the expenditure of State Emergency Telephone Number Account (SETNA) funds is provided in the California Department of Finance's Manual of State Funds, 0022. The CA 9-1-1 Branch is responsible for administering the SETNA which provides funding to

California Public Safety Answering Points (PSAPs) for 9-1-1 systems and services.

The Next Generation 9-1-1 (NG9-1-1) and 988 systems in California follow the National Emergency Number Association (NENA) i3 Call Flow per Figure 1 in NENA-STA-010.2-2016 https://cdn.ymaws.com/www.nena.org/resource/resmgr/standards/NENA-STA-010.2_i3_Architectu.pdf NENA Detailed Functional and Interface Standards for the NENA i3 Solution. Each region shall provide NENA i3 call flow to support interoperability between their Region and the Prime.

Cal OES requires a statewide cybersecurity assessment of the NG 9-1-1 network. Cal OES has begun the buildout of the NG 9-1-1 network using five (5) different contracts to provide a NENA i3 compliant system for California. The Contractor shall complete an evaluation of the disaster recovery and cyber-related vulnerability / risk assessment to ensure the NG 9-1-1 network possesses the highest degree of resiliency, reliability, redundancy, and serviceability.

Contractor is expected to perform penetration tests, as well as network vulnerability/risk assessments on all NG 9-1-1 and 988 related infrastructure, including Next Gen Cloud Based 9-1-1 Call Processing Equipment (NG 9-1-1 CPE), the NG 9-1-1 network, and the 988 network as well as the 988 hardware/software suite (Call Processing Equipment (CPE), Customer Resource Management software (CRM), and Mobile Dispatch Software (MDS) in California. The contractor shall provide regular reports to the CA 9-1-1 Branch, with detailed information regarding the health and stability of these three components.

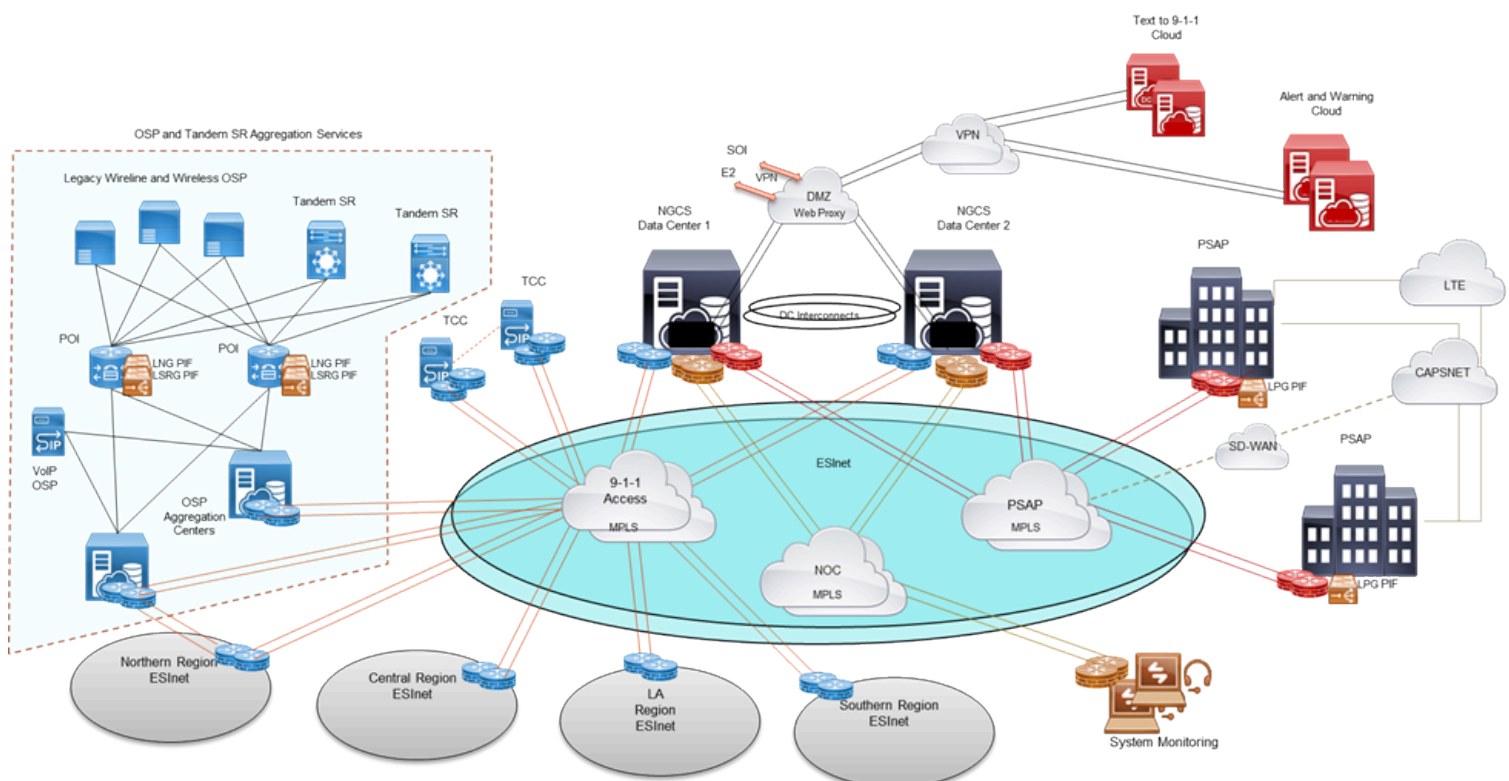
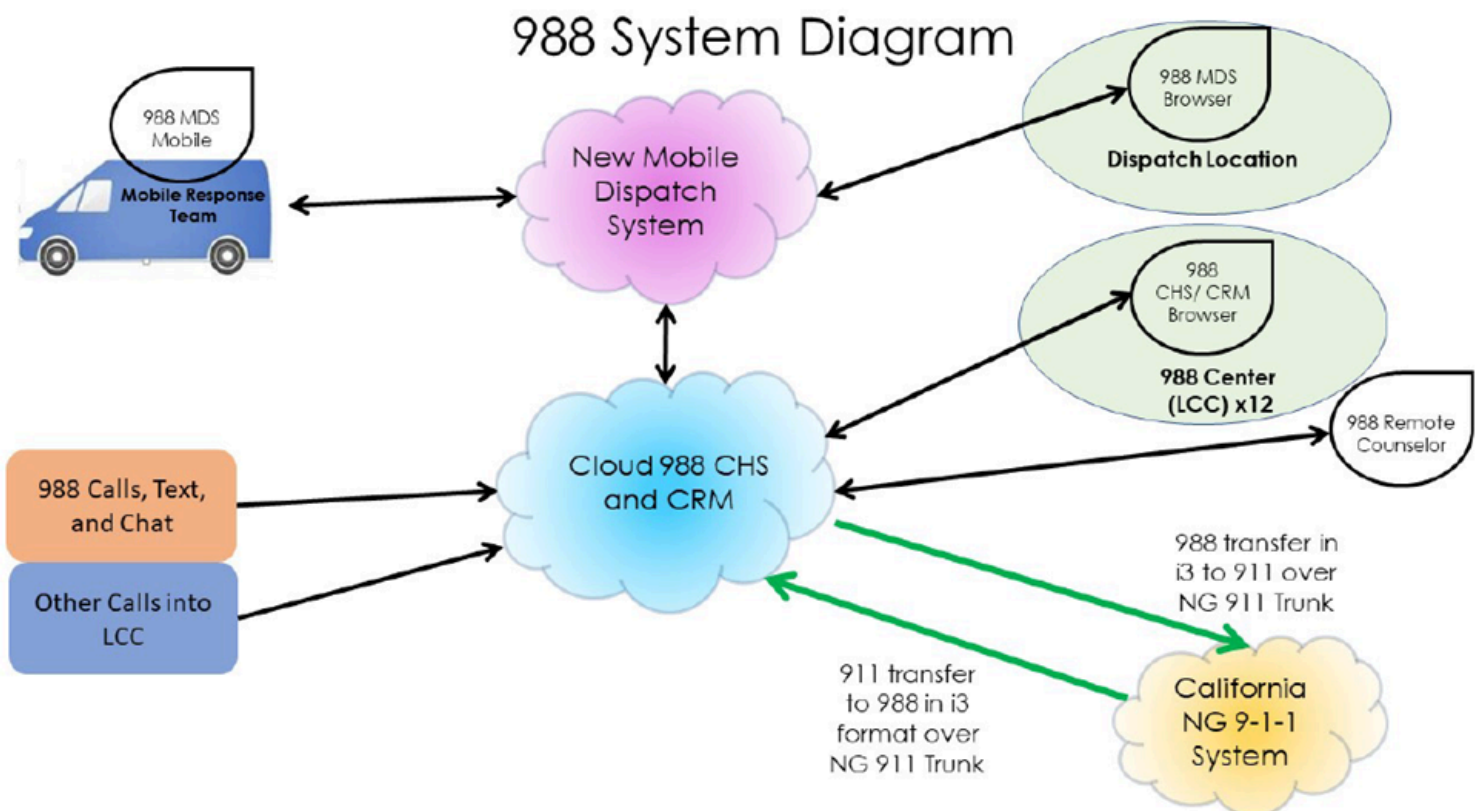
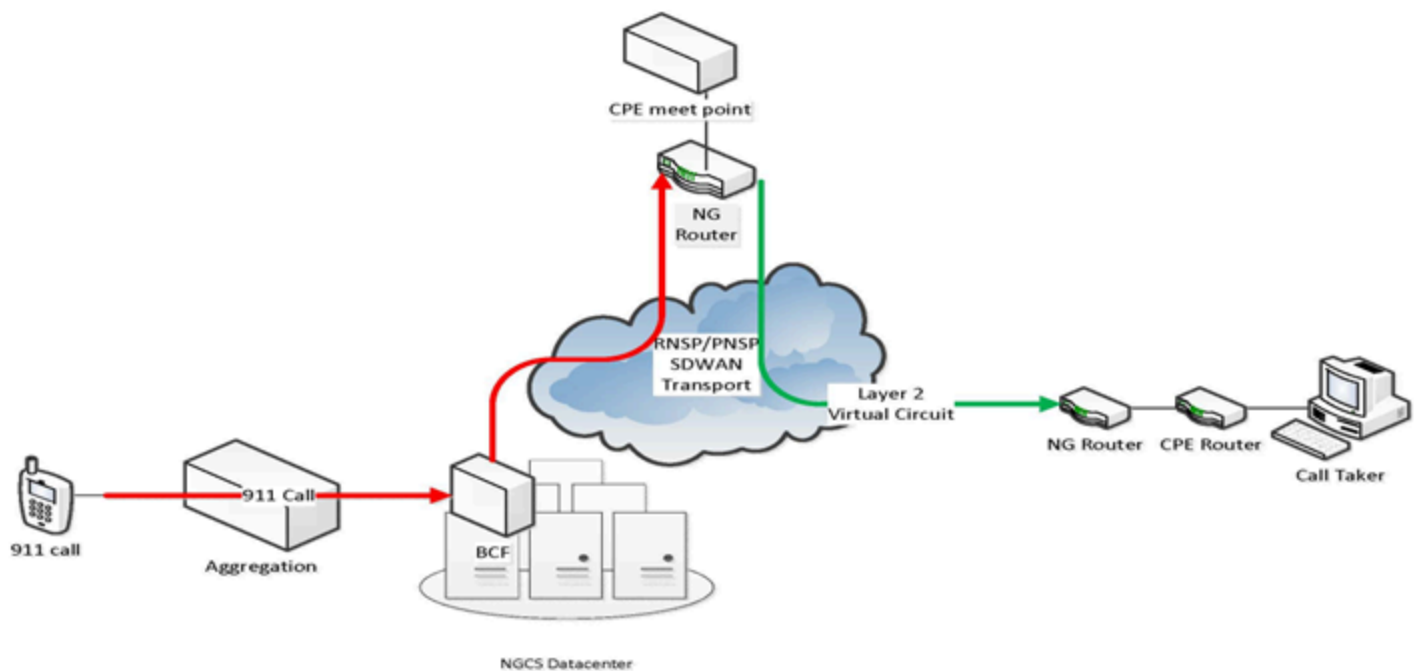


Figure 1: Cal OES NG 9-1-1 Network

Cal OES requires a statewide cybersecurity assessment of the 988 network, CPE, CRM, and MDS. Cal OES has begun the buildout of the 988 network using one (1) contract to provide a NENA i3 V2 compliant system for California. The Contractor shall complete an evaluation of the disaster recovery and cyber-related vulnerability / risk assessment to ensure the 988 network, CPE, CRM, and MDS systems possess the highest degree of resiliency, reliability, redundancy, and serviceability.



Cal OES requires a statewide cybersecurity assessment of NG 9-1-1 CPE. Cal OES has begun deploying NG 9-1-1 CPE using a Master Purchase Agreement contract to provide PSAPs with a choice between 6 manufacturers, and 3 resellers. The Contractor shall complete an evaluation of the disaster recovery and cyber-related vulnerability / risk assessment to ensure all Call Processing Equipment possess the highest degree of resiliency, reliability, redundancy, and serviceability.



*Cloud CPE will have their own routers and be responsible for routing to their own workstations

1.3. TERM OF CONTRACT

Effective upon approval of the California Department of Technology (CDT), Office of Statewide Technology Procurement (OSTP), the term of this Contract will be two (2) years, with an estimated start date of January 8, 2025.

The State, at its sole discretion, may exercise the options to execute two (2) - one (1) year extension at the original rates evaluated and considered and as specified in [EXHIBIT D: COST WORKSHEET](#), for a maximum contract term of four (4) years.

The Contractor shall not be authorized to deliver goods or commence performance of services described in this Statement of Work (SOW) prior to the effective date. Any delivery of goods or performance of services by the Contractor that is commenced prior to the effective date shall be considered voluntary on the part of the Contractor and non-compensable.

1.3.1. 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 Office of Statewide Technology Procurement.

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 Officers identified in [SECTION 2.1.1. PROCUREMENT OFFICERS](#). 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. INSTRUCTIONS

The Respondent should refer to [SECTION 2.5. BIDDING STEPS](#) to understand the requirements applicable to this solicitation. It is the Respondent’s responsibility to:

- 1. Carefully read the entire solicitation.
- 2. Submit questions in a timely manner, if clarification is necessary.
- 3. Submit all required responses by the date and times specified in [SECTION 2.2. KEY ACTION DATES](#) .
- 4. Make sure that all procedures and requirements of the solicitation are accurately followed and appropriately addressed.
- 5. Refrain from adding conditional statements, assumptions, and exception language within their

Quote responses. Conditional statements, assumptions, and exceptions will be considered a deviation in accordance with [SECTION 2.4.1. IDENTIFICATION AND CLASSIFICATION OF SOLICITATION REQUIREMENTS](#).

6. Carefully review the entire solicitation requirements prior to submission of a Quote response.

2.1. COMMUNICATIONS AND CONTACTS

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

Only questions submitted in writing and answered in writing by the Procurement Officers shall be binding and official. Written questions must be submitted by email to the Procurement Officers identified in [SECTION 2.1.1. PROCUREMENT OFFICERS](#) using [ATTACHMENT 14: TEMPLATE FOR QUESTION SUBMITTAL/REQUEST FOR CHANGES](#). All written questions submitted by the deadline specified in [SECTION 2.2. KEY ACTION DATES](#) will be responded to at the same time with all questions and answers posted to *Cal eProcure* in the form of a question and answer set.

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

2.1.1. PROCUREMENT OFFICERS

The Procurement Officers are the State's designated authorized representatives regarding this procurement.

Respondents are directed to communicate, submit questions, deliver Quote responses, and submit all other correspondence regarding this procurement to the following Procurement Officers.

Edna Toy, Procurement Officer, Phone: (916) 857-9601, Email: Edna.Toy@state.ca.gov

Cristina Brinzei, Procurement Officer, Phone: (916) 898-4619, Email: Cristina.Brinzei@state.ca.gov

2.1.2. QUESTIONS

Respondents requesting clarification of the intent, terms and conditions, content of this solicitation, or on procedural matters may request clarification by submitting questions using [ATTACHMENT 14: TEMPLATE FOR QUESTION SUBMITTAL/REQUEST FOR CHANGES](#) via email addressed to the Procurement Officers listed in [SECTION 2.1.1. PROCUREMENT OFFICERS](#).

The email must include the solicitation identification information from the solicitation title page in the subject line. To ensure a response, questions must be received in writing by the scheduled date specified

in [SECTION 2.2. KEY ACTION DATES](#) . Question and answer sets will be posted to Cal eProcure and will not identify 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 Officers shall be binding and official.

If a Respondent desires clarification or further information on the content of the solicitation, but whose questions relate to the proprietary aspect of its response and disclosure exposes its response to other Respondents, the question may be submitted using the same criteria above with the notation, "CONFIDENTIAL." The Respondent 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 response, a response to the question will be provided. However, both the question and answer will be confidentially maintained. If the State does not concur with the proprietary nature of the question, the Respondent will be so notified at which time, the Respondent may withdraw the question. If the question is not withdrawn, the question and associated response will not be confidentially maintained.

2.2. KEY ACTION DATES

This section 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 RFQ Response Submission Due Date. Dates listed after the RFQ Response Submission Due Dates are estimated and may be adjusted without addendum to this solicitation. All times listed are Pacific Time.

KEY ACTION DATES		
Item	Action	Date and Time
1.	Release of RFQ	October 23, 2024
2.	Last day to submit questions for clarification of solicitation: ATTACHMENT 14: TEMPLATE FOR QUESTION SUBMITTAL/REQUEST FOR CHANGES	October 30, 2024 by 2:00 P.M.
3.	Last day to email Procurement Officers (SECTION 2.1.1. PROCUREMENT OFFICERS) for Response uploading instructions (Refer to SECTION 6.3. DELIVERY OF SUBMITTALS for further information).	November 7, 2024 by 2:00 P.M.

KEY ACTION DATES		
Item	Action	Date and Time
3.	RFQ Response Submission Due Date and last day to be deemed eVAQ approved.	November 13, 2024 by 2:00 P.M.
4.	RFQ Evaluation Period	November 15, 2024 - November 20, 2024
5.	Confidential Negotiations (Optional)	December 2, 2024 - December 4, 2024
6.	Notification of Award	December 9, 2024
7.	Anticipated Contract Execution	January 8, 2025

2.3. ADDENDA

The State may modify the solicitation at any time prior to the RFQ Response Submission Due Date by issuing an addendum. Addenda will be numbered consecutively.

If a Respondent determines that an addendum unnecessarily restricts its ability to provide a Quote response, the Respondent is allowed five (5) business days to submit written questions regarding the addendum according to the instructions contained in [SECTION 2.1.2. QUESTIONS](#) .

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 Quote responses 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 2.5. BIDDING STEPS](#) , will

disqualify a vendor from participating in Negotiations and Contract Award.

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 responses to be submitted and the model of the Contract to be executed between the State and the successful Respondent.

If a Respondent discovers any ambiguity, conflict, discrepancy, omission, or other error in this solicitation document, the Respondent shall immediately notify the Procurement Officers identified in [SECTION 2.1.1. PROCUREMENT OFFICERS](#), of such error in writing and request clarification or modification of the document.

Modifications will be made by addenda issued pursuant to [SECTION 2.3. ADDENDA](#) . Such modifications shall be given by written notice to all parties who have identified themselves as Respondents to the Procurement Officers 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 Respondent, or an error that reasonably should have been known, the Respondent shall provide response at its own risk. If the Respondent fails to notify the State of the error prior to the date fixed for RFQ Responses Due Date, and is awarded the Contract, the Respondent 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 Respondent 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 Respondent and should become fully aware of the nature and location of the work, the quantities of the work, and the conditions to be encountered in performing the work. Specific conditions to be examined may be listed in [SECTION 3. ADMINISTRATIVE REQUIREMENTS](#) and/or [SECTION 4. RESPONSE REQUIREMENTS](#) .

2.4.4. EXCLUSION FOR CONFLICT OF INTEREST

No consultant shall be paid out of State funds for developing recommendations on the disposal of State surplus information technology (IT) products and/or services 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

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

The Respondent should be aware that marking a document "confidential" or "proprietary" in the response 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 Respondent's Quote response 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 response.

Any disclosure of confidential information by the Respondent is a basis for rejecting the Respondent's response and ruling the Respondent 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. RESPONDENT'S COST

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

2.4.7. SIGNATURE OF QUOTE RESPONSE

[ATTACHMENT 4: COVER LETTER FORM](#) shall be considered an integral part of the Quote response and any response form requiring signature, must be signed by an individual who is authorized to bind the firm contractually. The signature block must indicate the title or position that the individual holds in the firm. An unsigned response may be rejected.

2.4.8. IRREVOCABLE OFFER

A Respondent's Quote response is an irrevocable offer for 180 days following the scheduled date for RFQ Submission Due Date as specified in [SECTION 2.2. KEY ACTION DATES](#) . A Respondent may extend

the offer in the event of a delay of Contract award.

2.4.9. FALSE OR MISLEADING STATEMENTS

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

2.4.10. BONDS

The State reserves the right to require a performance bond or other security document as specified in the solicitation from the Respondent 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 Respondent as an addition to the purchase price in an amount not exceeding the standard premium on such bond.

2.5. BIDDING STEPS

The following instructions provide the steps to submit a response to this solicitation by interested Respondents. Details surrounding Quote responses are described further in [SECTION 4. RESPONSE REQUIREMENTS](#) .

The Respondent is expected to follow the format requirements and utilize all forms included in this solicitation necessary for its response. This solicitation also addresses the Respondent's responsibilities and requirements it must meet to be eligible for consideration. If the Respondent fails to follow the provided instructions, the Respondent may be disqualified from the solicitation process.

Respondents must submit a pre-qualified Electronic Vendor Application of Qualifications (eVAQ) as detailed in [SECTION 3.1. ELECTRONIC VENDOR APPLICATION OF QUALIFICATIONS \(eVAQ\)](#) .

The State will use the following non-negotiable item(s) to determine if a Respondent's Quote response is eligible to proceed further in Evaluations and Negotiations in accordance with [SECTION 7. EVALUATION](#) .

- 1. The Respondent must be deemed OSTP eVAQ approved by the RFQ Response Submission due date, specified in [SECTION 2.2. KEY ACTION DATES](#) .**

A response received from a Respondent that is deemed non-responsive to the non-negotiable item above shall not be opened or evaluated further.

2.5.1. ADMINISTRATIVE, TECHNICAL, AND COST REQUIREMENTS

The purpose is to obtain Quote responses that are responsive in every aspect. The response must be complete, and include all cost information, required signatures, contract changes issued by the State via addendum, and corrections made to those defects noted by the State in its review of the response, if any. At the sole discretion of the State, up to three (3) Respondents who submitted a Quote response that meets the criteria identified in [SECTION 2.5. BIDDING STEPS](#) , [SECTION 3. ADMINISTRATIVE REQUIREMENTS](#) , and [SECTION 4. RESPONSE REQUIREMENTS](#) may be eligible to receive an invitation to negotiate with the State.

Respondents must complete and obtain OSTP approval of the eVAQ online application by the RFQ Response Submission due date. **Please note, it is recommended that Respondents allow a minimum of two (2) weeks before RFQ Response Submission due date for the State to process the application approval.**

- a. Respondent submits an application to the OSTP eVAQ site detailed in [SECTION 3.1. ELECTRONIC VENDOR APPLICATION OF QUALIFICATIONS \(eVAQ\)](#) .
- b. Respondent submits Quote response to [SECTION 3. ADMINISTRATIVE REQUIREMENTS](#) , [SECTION 4. RESPONSE REQUIREMENTS](#) , and [SECTION 5. COST REQUIREMENTS \(MS\)](#) .
- c. The State evaluates [SECTION 3. ADMINISTRATIVE REQUIREMENTS](#) and [SECTION 4. RESPONSE REQUIREMENTS](#) .*
- d. The State evaluates the Cost responses based on the evaluation criteria detailed in [SECTION 7. EVALUATION](#) .
- e. Following the evaluation, the State, at its sole discretion, may invite up to three (3) highest scoring compliant Respondents to proceed to [SECTION 2.5.1.1. NEGOTIATIONS \(OPTIONAL\)](#) .

*A response received from a Respondent that is deemed non-responsive to the mandatory requirements prior to evaluation of Cost shall not be evaluated further.

2.5.1.1. NEGOTIATIONS (OPTIONAL)

The State, at its discretion, may conduct negotiations under PCC §6611 and as detailed in [SECTION 7.4. NEGOTIATIONS](#). The purpose of the negotiation process is to maximize the State's ability to obtain a value effective solution.

In addition to the non-negotiable item(s) above in [SECTION 2.5. BIDDING STEPS](#) and following Rank Determination, described in [SECTION 7.3.8. FINAL SCORE CALCULATION AND RANK DETERMINATION](#), the State may invite and proceed to negotiations with up to three (3) compliant Respondent(s) that may result in a Contract Award. The negotiation process may include a request by the State for the Respondent(s) to submit a Best and Final Offer (BAFO).

Any deviation of any requirement that is not defined as a non-negotiable 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 Respondent's BAFO, if requested.

2.5.2. DISPOSITION OF QUOTE RESPONSES

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 Respondent's expense. At a minimum, the Quote response 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 Respondent responsibility) will be returned upon request of the Respondent.

2.6. PROTESTS

This procurement process does not include any provisions to protest either the process or resulting contract award. However, pursuant to PCC §6611 (d), an unsuccessful Respondent may file a petition for a writ of mandate in accordance with Section 1085 of the Code of Civil Procedure. The venue for the petition for a writ of mandate will be Sacramento, California.

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 requirements for this solicitation are being processed through the mandatory Electronic Vendor Application of Qualifications (eVAQ). Please refer to [SECTION 3.1. ELECTRONIC VENDOR APPLICATION OF QUALIFICATIONS \(eVAQ\)](#) for more information.

Unless designated otherwise, all the requirements in this section are mandatory. The documents that must be submitted with the Respondent's Quote response 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" are not negotiable. To be considered responsive and responsible to these requirements, all requirements identified as (M) must be responded to. A "fail" in a mandatory section will result in a response being deemed non-responsive and, therefore, will be disqualified. Failure to respond to any mandatory requirements shall result in disqualification of the Quote response. 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 Respondent in

order to be responsive to the solicitation requirements. A Respondent may choose whether to meet administrative requirements labeled as (O) such as those relating to preference points. However, if a Respondent offers any of these (O) requirements, the Respondent 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. ELECTRONIC VENDOR APPLICATION OF QUALIFICATIONS (eVAQ)

The State's eVAQ **is an external process to this solicitation**. 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. Respondents are required to have an OSTP approved application on file prior to the [SECTION 2.2. KEY ACTION DATES](#) for the RFQ Response Submission due date and last day to be deemed eVAQ approved. 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.

It is the Respondent's responsibility to ensure their approved eVAQ includes all appropriate requirements and provisions for this solicitation. It is recommended that Respondents allow a minimum of two (2) weeks before RFQ Response Submission due date for the State to process the application approval.

All questions related to eVAQ should be addressed to the Procurement Officers listed in [SECTION 2.1.1. PROCUREMENT OFFICERS](#).

NOTE: Do not upload Quote Responses to the eVAQ portal.

3.2. ABILITY TO PERFORM

Prior to award of the Contract, the State must be assured that the selected Respondent has all the resources to successfully perform under the Contract. This includes, but is not limited to, personnel in the numbers and with the skills required; appropriate type of equipment 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 Respondent's ability to perform under the Contract if awarded, the State has the option of requesting from the Respondent any information that the State deems necessary to determine the Respondent's responsibility. If such information is required, the Respondent 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 Respondent's firm.

3.3. PRIMARY RESPONDENT

An award, if made, will be to a single primary Respondent. The awarded primary Respondent shall 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 Respondent 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 Respondent to be the sole point of contact regarding contractual matters for the term of the resulting Contract. The Respondent 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

Nothing contained in the resulting Contract shall create any relationship between the State and any subcontractors, and no subcontract shall relieve the Respondent of its responsibilities and obligations. The Respondent 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 Quote response and the 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 Respondent'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 Respondent must complete and submit [ATTACHMENT 6: BIDDER DECLARATION GSPD 05-105](#), with its Quote response. When completing the declaration, the Respondent must identify all subcontractors proposed for participation in the Contract. The Respondent 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 Respondent is not using subcontractors, the Respondent must still complete [ATTACHMENT 6: BIDDER DECLARATION GSPD 05-105](#) answering the applicable questions on the form and submit it with its Quote response. The form is available at:

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

3.5. FINANCIAL RESPONSIBILITY INFORMATION

3.5.1. FINANCIAL STABILITY

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

The State must be assured that the Respondent 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 acceptance.

3.6. INCORPORATION OF EVAQ REQUIREMENTS

Respondents 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 Respondent'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.

Verification of a successful OSTP eVAQ certification shall be submitted to the Procurement Officers stated in [SECTION 2.1.1. PROCUREMENT OFFICERS](#) and in accordance with [SECTION 3.10. COVER LETTER \(M\)](#).

3.7. TELECOMMUNICATIONS PROVISIONS

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

3.7.1. 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) that is located in [EXHIBIT D: General Provisions for Electronic Vendor Application of Qualifications \(eVAQ\) #19-001- Telecom](#).

3.7.2. CLOUD COMPUTING SERVICES SPECIAL PROVISIONS - TELECOMMUNICATIONS

If the Respondent 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” that is located in [EXHIBIT F: CLOUD COMPUTING SERVICES SOFTWARE AS A SERVICE \(SAAS\) SPECIAL PROVISIONS - TELECOMMUNICATIONS \(Rev. 05/03/2021\)](#).

3.8. TABLE OF CONTENTS (M)

Include a Table of Contents that identifies each Response requirements as listed in [SECTION 2.5.1. ADMINSTRATIVE, TECHNICAL, AND COST REQUIREMENTS](#) and [SECTION 4. RESPONSE REQUIREMENTS](#).

3.9. ADMINISTRATIVE REQUIREMENTS DOCUMENT (M)

The Respondent must indicate its willingness and ability to satisfy these requirements by marking “Yes” on the “Respondent 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 Quote response may result in the response being deemed non-responsive.

3.10. COVER LETTER (M)

The Respondent must complete and submit [ATTACHMENT 4: COVER LETTER FORM](#) with its Quote response.

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

3.12. CONFIDENTIALITY STATEMENT (M)

The Respondent must agree to the State’s confidentiality requirements by submitting a signed [ATTACHMENT 3: CONFIDENTIALITY STATEMENT](#), for the Respondent’s company. The completed confidentiality statement must be included in the Quote response.

The Respondent 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 is designated confidential by the State.

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

3.13. SOCIOECONOMIC PROGRAMS

3.13.1. BIDDER'S PREFERENCE AND INCENTIVE DECLARATION (M)

The Respondent must complete and submit [ATTACHMENT 8: BIDDING PREFERENCES AND INCENTIVES](#), with its response. The Respondent must indicate on [ATTACHMENT 8: 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 evaluation.

3.13.2. 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 Respondent 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 7: 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 (OSDS) offer program information and may be reached at:

Office of Small Business and DVBE Services, Procurement Division

707 Third Street, 1-400
West Sacramento, CA 95605
Phone: (916) 375-4940
Email: OSDSHelp@dgs.ca.gov

3.13.2.1. DVBE PARTICIPATION REQUIREMENT

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

3.13.2.2. DVBE INCENTIVE (O)

In accordance with Military and Veterans Code §999.5(a), an incentive will be given to all Respondents who claim a minimum of one percent (1%) DVBE participation. For Contract award evaluation purposes only, the State shall apply the incentive amount based on the amount of DVBE participation obtained above one percent (1%) requirement. The incentive is only given to those Respondents who are responsive to the DVBE program requirement and propose DVBE participation in the resulting Contract.

If the Respondent is claiming a DVBE incentive, the Respondent must complete the Bidder Declaration GSPD-05-105 form as [ATTACHMENT 6: BIDDER DECLARATION GSPD 05-105](#) and [ATTACHMENT 9: COMMERCIALLY USEFUL FUNCTION \(CUF\) CERTIFICATION](#) for each DVBE and [ATTACHMENT 7: DVBE DECLARATIONS](#) and [ATTACHMENT 8: BIDDING PREFERENCES AND INCENTIVES](#) and submit with its Quote response. If the Respondent is not using subcontractors, the Respondent is still required to complete [ATTACHMENT 6: BIDDER DECLARATION GSPD 05-105](#), answering the applicable questions on the form and submit with Quote response. See [SECTION 7. EVALUATION](#) for details on the amount and application of the incentive during 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>

3.13.3. SMALL BUSINESS PREFERENCE (O)

§14835 et seq. of the California Government Code requires that a five percent (5%) preference be given to Respondents 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 Respondent must complete and submit [ATTACHMENT 8: BIDDING PREFERENCES AND INCENTIVES](#), and the Bidder Declaration GSPD-05-105 form and submit as [ATTACHMENT 6: BIDDER DECLARATION GSPD 05-105](#), with Quote response. If the Respondent is not using subcontractors, the Respondent 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 Quote response. 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>

3.13.4. NON-SMALL BUSINESS SUBCONTRACTOR PREFERENCE (O)

A five percent (5%) preference is available to Respondent 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 Respondent'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 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).

Respondents claiming the five percent (5%) preference must commit to subcontract at least 25 percent (25%) of the net 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 Quote response 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 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 Respondent must complete the Bidder Declaration GSPD-05-105 form and submit as [ATTACHMENT 6: BIDDER DECLARATION GSPD 05-105](#), and [ATTACHMENT 8: BIDDING PREFERENCES AND INCENTIVES](#) and submit with Quote response. If the Respondent is not using subcontractors, the Respondent 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 Quote response.

3.13.5. 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 Respondent must complete [ATTACHMENT 9: COMMERCIALLY USEFUL FUNCTION \(CUF\) CERTIFICATION](#) for each Small Business and/or DVBE (prime and/or subcontractor(s)). All Respondents and subcontractors identified in the 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.

Respondents 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 response. If the Respondent is not using subcontractors, the Respondent 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 response. The Bidder Declaration GSPD-05-105 is available at:

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

Respondent(s) may be required to submit additional written clarifying information regarding CUF on [ATTACHMENT 9: COMMERCIALLY USEFUL FUNCTION \(CUF\) CERTIFICATION](#). Failure to submit the requested written information as specified may be the basis for rejection of the Respondent's Quote response.

3.13.6. 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 Respondent 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 Respondent (not mandatory), is for evaluation purposes only, and does not alter the amount of the awarded Contract.

Respondents wishing to take advantage of this preference will need to review the website below and submit the appropriate response forms as [ATTACHMENT 10: TACPA PREFERENCE REQUEST FORMS](#) with its response.

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>

3.14. GEN AI DISCLOSURE AND FACTSHEET (M)

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

Respondents 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 Respondent.

The State has developed a GenAI Reporting and Factsheet (STD 1000) to be completed by the Respondent. Failure to submit the GenAI Reporting and Factsheet (STD 1000) will result in disqualification of the Respondent.

Failure to report GenAI to the State may void any resulting contract. The State reserves its right to seek any and all relief it may be entitled to as a result of such non-disclosure.

Upon receipt of a Respondent's GenAI Reporting and Factsheet (STD 1000), the state reserves the right to incorporate GenAI Special Provisions into the final contract or reject Quote responses that present an unacceptable level of risk to the state.

See [ATTACHMENT 11: GEN AI DISCLOSURE AND FACTSHEET](#).

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.

4. RESPONSE REQUIREMENTS

This section contains the mandatory qualifications 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 Respondent 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 Respondent's Quote response are noted as Mandatory "(M)" and Mandatory Scored (MS)."

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

The State has determined that it is best to define its own needs, desired operating objectives, and desired operating environment. The Respondent shall propose to meet the State's needs as defined in this solicitation.

The Respondent qualifications 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 shall 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 (MS) must be responded to. Failure to respond to any (MS) 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 Respondent in order to be compliant with the solicitation requirements. The Respondent may choose whether to meet requirements labeled as (DS). However, if a Respondent meets any of these (DS) requirements, the Respondent 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 Respondent 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 Respondent must meet the minimum Staff Qualification Requirements. Failure to meet any of the minimum requirements shall result in a Quote response being deemed non-responsive and therefore disqualified.

4.1.1. KEY STAFF QUALIFICATIONS WORKBOOK (M) and (DS)

The Respondent is fully responsible for providing all necessary staffing resources to successfully conduct Cybersecurity Assessments for NextGEN 9-1-1 and 988 within the agreed upon schedule and to perform the standards set forth in [ATTACHMENT 1: APPENDIX A - STATEMENT OF WORK](#).

The Respondent is required to provide two (2) staff resources. The actual number of resources and number of hours assigned per resource after Contract award shall be at the sole discretion of Cal OES.

The Respondent must complete and submit as part of its Quote response [ATTACHMENT 12: KEY STAFF QUALIFICATIONS WORKBOOK](#). The Respondent must provide complete information as specified [SECTION 6. CONTRACTOR KEY STAFF QUALIFICATIONS](#) and [ATTACHMENT 12: KEY STAFF QUALIFICATIONS WORKBOOK](#). Points will be awarded to Respondents that meet the criteria set forth in the (DS) experience qualifications as specified in [SECTION 7. EVALUATION](#).

4.1.2. KEY STAFF REFERENCES

Respondents are not required to submit references for Key Staff as part of the Quote response. At its discretion, the State reserves the right to contact any or all the references listed in [ATTACHMENT 12: KEY STAFF QUALIFICATIONS WORKBOOK](#) to validate the accuracy of the information listed in the workbook. The evaluation team will make two (2) attempts via phone and/or email to validate Key Staff experience using the information provided in [ATTACHMENT 12: KEY STAFF QUALIFICATIONS WORKBOOK](#), as applicable.

4.2. Understanding and Approach (MS)

Respondents must provide a narrative describing their understanding and approach to the performance of the work described in this RFQ and [ATTACHMENT 1: APPENDIX A - STATEMENT OF WORK](#).

Respondents must address the following questions on [ATTACHMENT 13: UNDERSTANDING AND APPROACH](#) and provide examples from the Respondent's project experience. See [ATTACHMENT 13: UNDERSTANDING AND APPROACH](#) for further requirements and instructions. Respondents must submit their Understanding & Approach as [ATTACHMENT 13: UNDERSTANDING AND APPROACH](#)

with their response to this RFQ.

In preparing the response to the Understanding & Approach, do not simply restate or paraphrase information in this RFQ and the [ATTACHMENT 1: APPENDIX A - STATEMENT OF WORK](#). Describe or demonstrate, in the Respondent's own words, the information required in [ATTACHMENT 13: UNDERSTANDING AND APPROACH](#).

5. COST REQUIREMENTS (MS)

Cost is a primary evaluation criterion weighted at 40% of the total points. Evaluation in this category will be based on the lowest hourly rate as calculated according to the methodology in this section and [SECTION 7. EVALUATION](#).

Proposed hourly rate 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 Respondents and foster competition to obtain the best market pricing. Consequently, the Office of Emergency Services requires that each Respondent's cost be in the format outlined in this section. Therefore, the Respondent is advised that failure to comply with the instructions listed in this section, such as submission of an incomplete Quote response, use of alternative pricing structures or different formats than the one requested, may be the basis for rejection of the Respondent's response.

All services rendered under the resulting Contract are on a time and materials basis and the Respondent is responsible for performing all tasks and responsibilities and providing all services identified in the resulting Contract at the rate provided in [EXHIBIT D: COST WORKSHEET](#). The hourly rate for these services included in [EXHIBIT D: COST WORKSHEET](#) are those that the Respondent must provide for the term of the Contract as identified in [ATTACHMENT 1: APPENDIX A - STATEMENT OF WORK](#). All Respondents must provide an hourly rate as indicated in [EXHIBIT D: COST WORKSHEET](#) submit with their response.

5.1. COST WORKSHEET (MS)

[EXHIBIT D: COST WORKSHEET](#) must be completed by the Respondent for cybersecurity assessments and be submitted with its Quote response to be considered responsive.

Respondents are required to provide one (1) hourly rate that applies to all resources for this project. 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). The field must not be modified. If the Cost Worksheet is modified or cells are left blank, the State may reject the proposal. The Cost Worksheets must be filled out completely or the Quote response may be rejected.

5.2. PAYMENT TERMS

Refer to [SECTION 20. Budget Detail and Payment Provisions](#).

6. RESPONSE FORMAT AND SUBMISSION REQUIREMENTS

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

Respondents shall upload a soft copy of its entire Proposal, including the Cost Worksheets, as specified in [SECTION 6.3. DELIVERY OF SUBMITTALS](#).

It is important that Respondent's soft copy Quote responses are submitted in their entirety. Quote responses not submitted in the manner specified may be rejected.

The State will not be liable for any costs incurred by any Respondent 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

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

6.2. COMPLETION OF QUOTE RESPONSES

Quote responses must be complete in all respects as required by this section. A Quote response may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. A Quote response will be rejected if any such defect or irregularity constitutes a material deviation from the solicitation document requirements. The Quote response must contain all costs as required in [SECTION 5. COST REQUIREMENTS \(MS\)](#) and [SECTION 6. RESPONSE FORMAT AND SUBMISSION REQUIREMENTS](#).

6.3. DELIVERY OF SUBMITTALS

As specified in [SECTION 2.2. KEY ACTION DATES](#) , Respondent must, by email, provide the Procurement Officer specified in [SECTION 2.1.1. PROCUREMENT OFFICERS](#) no more than two (2) Bidder Contacts and corresponding email addresses for the Respondent's Quote response upload. After receipt of the Respondent Contacts' information, an invitation to a file-sharing site will be sent to the specified individual(s). A separate site will be created for each Respondent only accessible by the Respondent Contact(s) and the Evaluation Team. It is the Respondent's responsibility to confirm receipt of the invitations with the Procurement Officers.

Quote responses must be presented as one (1) unified file in Portable Document Format (PDF), except [ATTACHMENT 12: KEY STAFF QUALIFICATIONS WORKBOOK](#).

If a file is uploaded in error to the file-sharing site folders, Respondent may submit a request by email, to the Procurement Officers prior to the RFQ Response Submission due date as provided in [SECTION 2.2. KEY ACTION DATES](#) . **Do not upload .zip files to the file-sharing site.**

6.4. FORMATTING

It is the Respondent's responsibility to ensure its submission is submitted in a manner that enables the State Evaluation Team to easily locate response descriptions and exhibits for each requirement. Page numbers must be located in the same page position throughout the Quote response. Figures, tables, charts, etc. must be assigned index numbers and must be referenced by the numbers in the text and in the submission Table of Contents. Figures, etc. must be placed as close to the text references as possible.

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

[ATTACHMENT 12: KEY STAFF QUALIFICATIONS WORKBOOK](#)

It is important that Respondent's responses are submitted in their entirety. Quote responses not submitted in the manner specified may be rejected.

7. EVALUATION

This section presents the evaluation process and scoring procedures the State will follow to evaluate Quotes submitted in response to this solicitation. The evaluation process is a multi-step review of each Respondent's Quote response to determine if the Respondent is responsive and responsible, and whether its response provides a "value effective" solution to the State. The value effective Quote

response is the response that best meets all requirements set forth in this solicitation and any State negotiated items.

Responsiveness is indicated by meeting all [SECTION 3. ADMINISTRATIVE REQUIREMENTS](#) , [SECTION 4. RESPONSE REQUIREMENTS](#) , and [SECTION 5. COST REQUIREMENTS \(MS\)](#) , and complying with [SECTION 2.4. RULES GOVERNING COMPETITION](#). If a Respondent's Quote response 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](#) . Responses that do not comply with the mandatory non-negotiated requirements identified in [SECTION 4. RESPONSE REQUIREMENTS](#) must be resolved to the State's satisfaction before or during evaluation or negotiations and corrected in the Respondent'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 Officers from CDT OSTP (refer to [SECTION 2.1.1. PROCUREMENT OFFICERS](#)). The Procurement Officers will serve as the Respondent'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 Governor's Office of Emergency Services management and staff to review and evaluate responses. The State Procurement Officers will provide guidance to the evaluation team and provide oversight of the evaluation process. The State may engage additional qualified individuals or subject-matter experts (SME) 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

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

A Quote response will be rejected if any such defect or irregularity constitutes a material deviation from the solicitation requirements.

7.2.2. RECEIPT AND PRELIMINARY REVIEW

All responses received by the time and date specified in [SECTION 2.2. KEY ACTION DATES](#) will be acknowledged as having been received on time. Each Quote response will be date-and time-marked as it is received and verified that it was submitted under an appropriate cover, sealed, and properly identified.

The Procurement Officers will check all responses for the proper identification and to ensure that required information conforms to the response format and submission requirements of [SECTION 6. RESPONSE FORMAT AND SUBMISSION REQUIREMENTS](#). Absence of required information may make the response non-responsive and may result in Respondent disqualification.

7.2.3. MANDATORY REQUIREMENTS EVALUATION

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

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

7.2.4. VALIDATION AGAINST REQUIREMENTS

The State will check each Quote response in detail to determine its compliance with the solicitation requirements. The State reserves the right to use multiple means to validate and determine the Respondent'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 Respondent's claim of intended compliance. If a Respondent's Quote response 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 Respondent's response deviates from any of the non-negotiable items identified in [SECTION 2.5. BIDDING STEPS](#), the Quote response 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 before or during evaluations or negotiations and corrected in the Respondent's BAFO.

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

7.3. EVALUATION

This section outlines how the State will evaluate a Quote response and award points in a manner that preserves the integrity of the competitive procurement process. Responses will be evaluated according to the procedures contained in this solicitation section.

The maximum points available for this solicitation are 433.33 points. All point calculations will be rounded to two (2) decimal places (the nearest hundredth). The Respondent's cost will only be opened if it complies with [SECTION 3. ADMINISTRATIVE REQUIREMENTS](#) and [SECTION 4. RESPONSE REQUIREMENTS](#). Respondents 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 element is provided in the table below, Scoring and Point Distribution, which identifies each evaluation component, the scoring methodology, and the maximum points available for scored components.

Scoring and Point Distribution

REQUIREMENTS	PASS/FAIL OR MAXIMUM POINTS
SECTION 3. ADMINISTRATIVE REQUIREMENTS	
SECTION 3.8. TABLE OF CONTENTS (M)	Pass/Fail
ATTACHMENT 3: CONFIDENTIALITY STATEMENT (M)	Pass/Fail
ATTACHMENT 4: COVER LETTER FORM (M)	Pass/Fail
ATTACHMENT 5: RESPONSE TO ADMINISTRATIVE REQUIREMENTS (M)	Pass/Fail
ATTACHMENT 6: BIDDER DECLARATION GSPD 05-105 (M)	Pass/Fail
SECTION 3.13.3. SMALL BUSINESS PREFERENCE (O)	Pass/Fail or N/A
ATTACHMENT 7: DVBE DECLARATIONS (O)	Pass/Fail or N/A
ATTACHMENT 8: BIDDING PREFERENCES AND INCENTIVES (M)	Pass/Fail

REQUIREMENTS	PASS/FAIL OR MAXIMUM POINTS
ATTACHMENT 9: COMMERCIALLY USEFUL FUNCTION (CUF) CERTIFICATION (M)	Pass/Fail
ATTACHMENT 10: TACPA PREFERENCE REQUEST FORMS (O)	Pass/Fail or N/A
ATTACHMENT 11: GEN AI DISCLOSURE AND FACTSHEET (M)	Pass/Fail
SECTION 4. RESPONSE REQUIREMENTS (Staff Qualifications and Understanding & Approach Requirements)	Maximum Points 260
ATTACHMENT 12: KEY STAFF QUALIFICATIONS WORKBOOK (M)	Pass/Fail
ATTACHMENT 12: KEY STAFF QUALIFICATIONS WORKBOOK (DS)	60 points
ATTACHMENT 13: UNDERSTANDING AND APPROACH	200 points
Preference/Incentive Points	Maximum Points (TBD)
Maximum Small Business Preference Points	TBD
SECTION 7.3.7.3. DVBE INCENTIVE	21.67
SECTION 5. COST REQUIREMENTS (MS)	Maximum Points 173.33
Cost Worksheet	173.33
Maximum Total Score (Points)	433.33

REQUIREMENTS	PASS/FAIL OR MAXIMUM POINTS
Maximum Total Score with preference/incentive points applied	TBD

7.3.1. ERRORS IN THE QUOTE RESPONSE

An error in the Quote response may cause the rejection; however, the State may, at its sole option, retain the response and make certain corrections. In determining if a correction will be made, the State will consider the conformance of the response 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 Respondent’s intent is clearly established based on review of the complete Quote response 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 Respondent’s response, the State will provide the Respondent with 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 Respondents carefully review the cost elements in their Quote responses 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 Respondent’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 Respondent as instructed by the State’s Procurement Officers at the time of the request.
5. In the event an ambiguity or discrepancy between any of the State’s solicitation document, is detected after the opening of Quotes, the State reserves the right to seek clarification and acceptance from the Respondent.

7.3.2. REJECTION OF QUOTE RESPONSES

The State may reject any or all Quote responses and may waive any immaterial deviation or defect. The State's waiver of any immaterial deviation or defect shall in no way modify the solicitation documents or excuse the Respondent from full compliance with the solicitation specifications if awarded the Contract.

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 Respondents are not required to respond. Review of the responses will begin with ensuring that the Respondent has responded to all administrative requirements, in [SECTION 3. ADMINISTRATIVE REQUIREMENTS](#) that require response submittal documents.

Only Quote responses that pass the evaluation of the mandatory [SECTION 3. ADMINISTRATIVE REQUIREMENTS](#) and [SECTION 4. RESPONSE REQUIREMENTS](#) will proceed to cost opening. If a response fails to meet any mandatory requirement specified in [SECTION 3. ADMINISTRATIVE REQUIREMENTS](#) or [SECTION 4. RESPONSE REQUIREMENTS](#), the State will determine if the deviation(s) is material. If the deviation is determined to be material, the Respondent will be deemed non-responsive and will be the basis for rejecting the Respondent's Quote response.

7.3.4. QUALIFICATION REQUIREMENTS EVALUATION

The evaluation team will consider all information in the Respondent's response to evaluate the Staff Qualifications. Project Description and Description of Services Provided in [ATTACHMENT 12: KEY STAFF QUALIFICATIONS WORKBOOK](#) must be clear and apply directly to the solicitation requirements. Description of Services Provided may be used to validate other information provided in any form. Any conflicting information may result in the response being deemed non-responsive and may result in the Respondent being disqualified.

The State will evaluate Respondent's staff qualifications using the information contained in the completed [ATTACHMENT 12: KEY STAFF QUALIFICATIONS WORKBOOK](#) that the Respondent submits with their Quote response. Reference clients may be contacted to verify staff information and claimed experience.

To aid the State in evaluating staff qualifications, the Respondent should use an MM/DD/YYYY format when indicating project start and end dates. If a Respondent submits a response in any other date format, the State will count only the whole months or years between the start and end dates.

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

Respondents that do not return completed staff qualifications with all required information may be deemed non-responsive and the Respondent may be disqualified.

7.3.4.1. KEY STAFF QUALIFICATIONS

For each proposed staff, the evaluation team will first evaluate the completed [ATTACHMENT 12: KEY STAFF QUALIFICATIONS WORKBOOK](#) for compliance with the mandatory requirements specified in [SECTION 4.1.1. KEY STAFF QUALIFICATIONS WORKBOOK \(M\) and \(DS\)](#) and [SECTION 6. CONTRACTOR KEY STAFF QUALIFICATIONS](#). The State will evaluate the Respondent’s proposed staff experience using the information provided in [ATTACHMENT 12: KEY STAFF QUALIFICATIONS WORKBOOK](#).

The evaluation team will next evaluate the completed [ATTACHMENT 12: KEY STAFF QUALIFICATIONS WORKBOOK](#) to ascertain whether any proposed staff qualifies for any of the desirable scored (DS) experience points for the specific staff member. If the State is unable to validate that the information supplied qualifies for any (DS) experience points, no points will be awarded for such experience. Any DS experience points awarded will be added to the staff’s qualification score. The maximum total points achievable for (DS) requirements is 60. The point breakdown can be found in [ATTACHMENT 12: KEY STAFF QUALIFICATIONS WORKBOOK](#).

If the deviation is determined to be material, the Quote response will be deemed non-responsive and the Respondent disqualified.

7.3.4.2. UNDERSTANDING AND APPROACH

The maximum total points achievable for Understanding and Approach requirements is 200. The instructions, details, and point breakdown can be found in [ATTACHMENT 13: UNDERSTANDING AND APPROACH](#).

The table below shows the criteria the Evaluation Team will use to assign points to each of the criteria listed in [ATTACHMENT 13: UNDERSTANDING AND APPROACH](#).

UNDERSTANDING AND APPROACH EVALUATION CRITERIA		
EVALUATION CRITERIA	RATING	% MAX POINTS AVAILABLE
Response and supporting information: 1. Demonstrates in the Respondent's own words a thorough, detailed, and comprehensive understanding of the	Exceeds Requirement	100% of the points available for Item Number

UNDERSTANDING AND APPROACH EVALUATION CRITERIA		
<p>requirement.</p> <ol style="list-style-type: none"> 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. 		
<p>Response and supporting information:</p> <ol style="list-style-type: none"> Demonstrates in the Respondent's own words a comprehensive understanding of the requirement. Partially demonstrates the ability and intent to meet or exceed 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 achievable, suitable, acceptably presented, and sufficiently organized. 	Partially Exceeds Requirement	75% of the points available for Item Number
<p>Response and supporting information:</p> <ol style="list-style-type: none"> Demonstrates in the Respondent's own words an understanding of the requirement. Demonstrates the ability and intent to meet the requirement in full. Provides minimal evidence of proven ability to demonstrate how the requirement will be met. Provides an approach that is mostly achievable, suitable, acceptably presented, and sufficiently organized. 	Meets Requirement	50% of the points available for Item Number
<p>Response and supporting information:</p>	Partially Meets	25% of the

UNDERSTANDING AND APPROACH EVALUATION CRITERIA		
<ol style="list-style-type: none"> Simply repeats or paraphrases the requirement. Partially meets the requirement without supporting description or literature. Does not demonstrate that the Respondent fully understands the requirement. Provides an approach that is not fully achievable, somewhat suitable, less than acceptably presented, and somewhat unorganized. 	Requirement	points available for Item Number
<p>Response is one or more of the following:</p> <ol style="list-style-type: none"> Is not relevant. Does not demonstrate an understanding of, or inaccurately interpreted the requirement. Approach is not achievable. Respondent failed to provide narrative to support the requirement. Respondent provided a narrative that counters or softens the "Yes" response to a mandatory requirement with a statement that "intends" to support the mandatory requirement. 	Did Not Meet Requirement	No points awarded for Item Number

7.3.5. CALCULATION OF NON-COST SCORE

The Respondent's non-cost score is the sum of the Respondent's staff qualification requirements score plus the Respondent's understanding and approach score from the Respondent's Quote response. The table below is an illustration of this process.

Respondent Non-Cost Score Calculation			
Respondent	Hypothetical Respondent Qualification Requirements Score	Hypothetical Respondent Solution Requirements Score	Hypothetical Respondent 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. RESPONSE REQUIREMENTS](#) have been evaluated, the evaluation team will evaluate the cost worksheet for those Respondents whose responses have been deemed responsive and responsible. If a Respondent was determined to be non-responsive and/or not responsible during the evaluation of the administrative and response requirements, the cost will remain unopened for that Respondent.

All cost worksheet 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 QUOTE RESPONSE](#).

After costs worksheets have been verified for accuracy, the Respondent with the lowest proposed total cost will receive the maximum score points. All other Respondents will receive a proportionally lower score using the ratio of the lowest proposed total cost to the Respondent's proposed total cost applied to the maximum points, as shown in the Respondent cost score formula, as illustrated below as an example only.

Respondent Cost Score Formula	
$\frac{\text{(Lowest proposed total cost)}}{\text{(Respondent's proposed total cost)}} \times 1,000 \text{ points} = \text{Respondent cost score}$	

The cost score calculation example below, Respondent Cost Score Calculation example illustrates that

Respondent C proposed the lowest cost and received the maximum points possible.

Respondent Cost Score Calculation				
Respondent	Respondent's Proposed Total Cost	Calculation		Respondent Cost Score
A	\$500,000	\$300,000	X 1,000 points	600 points
		\$500,000		
B	\$400,000	\$300,000	X 1,000 points	750 points
		\$400,000		
C	\$300,000	\$300,000	X 1,000 points	1,000 points
		\$300,000		

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

7.3.7. SOCIOECONOMIC PROGRAMS

Respondents 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 Respondent’s final overall score. If the State is able to validate the Respondent’s claim, the qualified preference points will be applied to the Respondent’s final overall score as illustrated in [SECTION 7.3.8. FINAL SCORE CALCULATION AND RANK DETERMINATION](#) provided that the Respondent’s response 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 Respondent 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 RFQ. 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 price or \$50,000.00, whichever is less. The TACPA preference is a dollar preference, applied against the Respondent'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., Respondents 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 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 requirements and that is not subcontracting a minimum of 25% to a small business. Non-small business Respondents claiming the five percent (5%) small business preference must commit to subcontract at least 25% of the net 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 12:00 p.m. on the RFQ Response Submission 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 the table below, Small Business Preference Points Calculation. Points in this example explain the calculations and have no other significance.

The preference points for Respondents A and B are based on five percent (5%) of the Respondent score of Respondent C, the highest scorer of a non-small business, which is $(1750.00 \text{ points}) \times (.05) = 87.5$ points (rounded). Respondent 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.

Small Business Preference Points Calculation				
Respondent	Respondent Total Response 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 Respondent with the highest “Respondent score” that is a non-small business. In the example, Respondent C has the highest non-small business score.

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

7.3.7.3. DVBE INCENTIVE

In accordance with §999.5(a) of the Military and Veterans Code, for evaluation purposes only, the State will provide an incentive to Respondents who provide California-certified DVBE participation that exceeds one percent (1%) California-certified DVBE participation goal in the amounts.

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

DVBE Participation Incentive Formula		
Confirmed DVBE Participation	DVBE Incentive Percentage	DVBE Incentive Points
≥ 5%	5%	100.00 (2,000 x .05)

DVBE Participation Incentive Formula		
4% - 4.99%	4%	80.00 (2,000 x .04)
3% - 3.99%	3%	60.00 (2,000 x .03)
2%-2.99%	2%	40.00 (2,000 x .02)
1% - 1.99%	1%	20.00 (2,000 x .01)

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

7.3.8. FINAL SCORE CALCULATION AND RANK DETERMINATION

The evaluation team will calculate the Respondent's final score. The table below is an example that illustrates the Respondent's final score that incorporates both preference and incentive points:

Respondent Final Score Calculation						
Respondent	Respondent Total Score	Small Business Preference Points Awarded	Verified DVBE %	DVBE Incentive Points Awarded	Respondent Final Score	Ranking
A	1500.00 pts	87.50 pts	3%	60.00 pts	1647.50 pts	3
B	1700.00 pts	87.50 pts	4%	80.00 pts	1867.50 pts	1
C	1750.00 pts	0.00 pts	5%	100.00 pts	1850.00 pts	2

NOTE: Respondent final score calculation in the table above is an example that explains the calculations and has no other significance.

7.3.9. SUBMISSION OF AMENDED QUOTE RESPONSE(S)

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

7.4. NEGOTIATIONS

The State may enter into negotiations with up to three (3) highest scoring Respondents, as set forth in [SECTION 7.4. NEGOTIATIONS](#) under PCC §6611.

Negotiations allow the State and Respondent an opportunity to discuss items that could, in the State's opinion, enhance the Respondent's response and potential for award. Negotiations are not intended to allow a Respondent to completely rewrite their response. The negotiations are exchanges between the State and the Respondent, which are undertaken with the intent of allowing the Respondent to revise its Quote response 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 Respondent's response that could, in the opinion of the State, be altered or explained to materially enhance the response's potential for award. However, the State is not required to discuss every area where the Respondent's response could be improved. The scope and extent of negotiation exchanges are a matter of the State's judgment. All aspects of the Respondent's response are confidential until after the issuance of the notification of award.

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

7.4.1. PROCEEDING TO NEGOTIATIONS

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

7.4.2. NEGOTIATION INVITATION

Once compliant Respondents are determined, those Respondents 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.

Confirmation of Attendance: Respondent(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 Respondent's BAFO negotiations occur. A Respondent's BAFO is an irrevocable offer for 180 calendar days following the scheduled date for submission of a final accepted BAFO. A Respondent may extend the offer in the event of a delay in Contract award.

BAFOs must be submitted to the location identified in [SECTION 2.1.1. PROCUREMENT OFFICERS](#), by the specific date and time that will be communicated to each Respondent individually in writing.

The BAFO submission must address the following:

1. A supplemental response containing all negotiated/revised section(s) of the Respondent's original Quote response, 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 response must include all changes made to negotiated section(s) of the Respondent's original Quote response in tracked changes. Changes to the Respondent's original Quote response that are not tracked in the supplemental Quote response or otherwise identified may result in rejection of the response or cause for termination of the Contract.
3. An executive summary must accompany the supplemental Quote response, identifying a list of all changes (other than non-substantive changes to formatting, punctuation and grammar) that have been made to the Respondent's original Quote response. The Respondent must include and attest to the following statement within the Executive Summary:

"This Best and Final Offer (BAFO) is in response to {RFQ XXX} and the changes identified in this executive summary represent all changes made to {Respondent's name} Quote response 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 {Respondent's name} BAFO."

7.4.4. EVALUATION OF BAFO SUBMISSION

The State will evaluate the BAFO submissions for compliance with RFQ 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 Respondent submitting the highest scoring (after preferences and incentives) supplemental response. The State reserves the right at any time to reject any or all responses.

7.4.6. DEBRIEFING

A debriefing may be held within fourteen (14) days after Contract award at the request of any Respondent for the purpose of receiving specific information concerning the evaluation. The discussion will be based primarily on the qualifications, requirements and cost evaluations of the Respondent's Quote response. 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 Respondent's response. They can be found in [ATTACHMENT 2: PART 2 - SOLICITATION FORMS](#)

1. [ATTACHMENT 14: TEMPLATE FOR QUESTION SUBMITTAL/REQUEST FOR CHANGES](#). This attachment provides the format for a Respondent to submit questions regarding this solicitation.
2. [ATTACHMENT 15: SOLICITATION SUBMISSION CHECKLIST](#). This attachment references items to be submitted as part of the Quote response submission, but is not guaranteed to include all necessary items.

ATTACHMENT 1: APPENDIX A - STATEMENT OF WORK

1. Background and Purpose

The Governor's Office of Emergency Services (Cal OES), Public Safety Communications (PSC), CA 9-1-1 Emergency Communications Branch (CA 9-1-1 Branch) is authorized by statute Government Code (GC) Sections 53100-53121 and GC 53123.2 (c) to manage and oversee the statewide 9-1-1 emergency communications system. The authority to oversee the expenditures of State Emergency Telephone Number Account (SETNA) funds is provided in the California Department of Finance's Manual of State Funds, 0022. The CA 9-1-1 Branch is responsible for administering the SETNA which provides funding to California Public Safety Answering Points (PSAPs) for 9-1-1 systems and services.

The Next Generation 9-1-1 (NG9-1-1) and 988 systems in California follow the National Emergency Number Association (NENA) i3 Call Flow per Figure 1 in NENA-STA-010.2-2016 https://cdn.ymaws.com/www.nena.org/resource/resmgr/standards-archived/nena-sta-010.2_i3_architectu.pdf NENA Detailed Functional and Interface Standards for the NENA i3 Solution. Each region shall provide NENA i3 call flow to support interoperability between their Region and the Prime.

Cal OES requires a statewide cybersecurity assessment of the NG 9-1-1 network. Cal OES has begun the buildout of the NG 9-1-1 network using five (5) different contracts to provide a NENA i3 compliant system for California. The Contractor shall complete an evaluation of the disaster recovery and cyber-related vulnerability / risk assessment to ensure the NG 9-1-1 network possesses the highest degree of resiliency, reliability, redundancy, and serviceability.

Contractor is expected to perform penetration tests, as well as network vulnerability/risk assessments on all NG 9-1-1 and 988 related infrastructure, including Next Gen Cloud Based 9-1-1 Call Processing Equipment (NG 9-1-1 CPE), the NG 9-1-1 network, and the 988 network as well as the 988 hardware/software suite (Call Processing Equipment (CPE), Customer Resource Management software (CRM), and Mobile Dispatch Software (MDS) in California. The contractor shall provide regular reports to the CA 9-1-1 Branch, with detailed information regarding the health and stability of these three components.

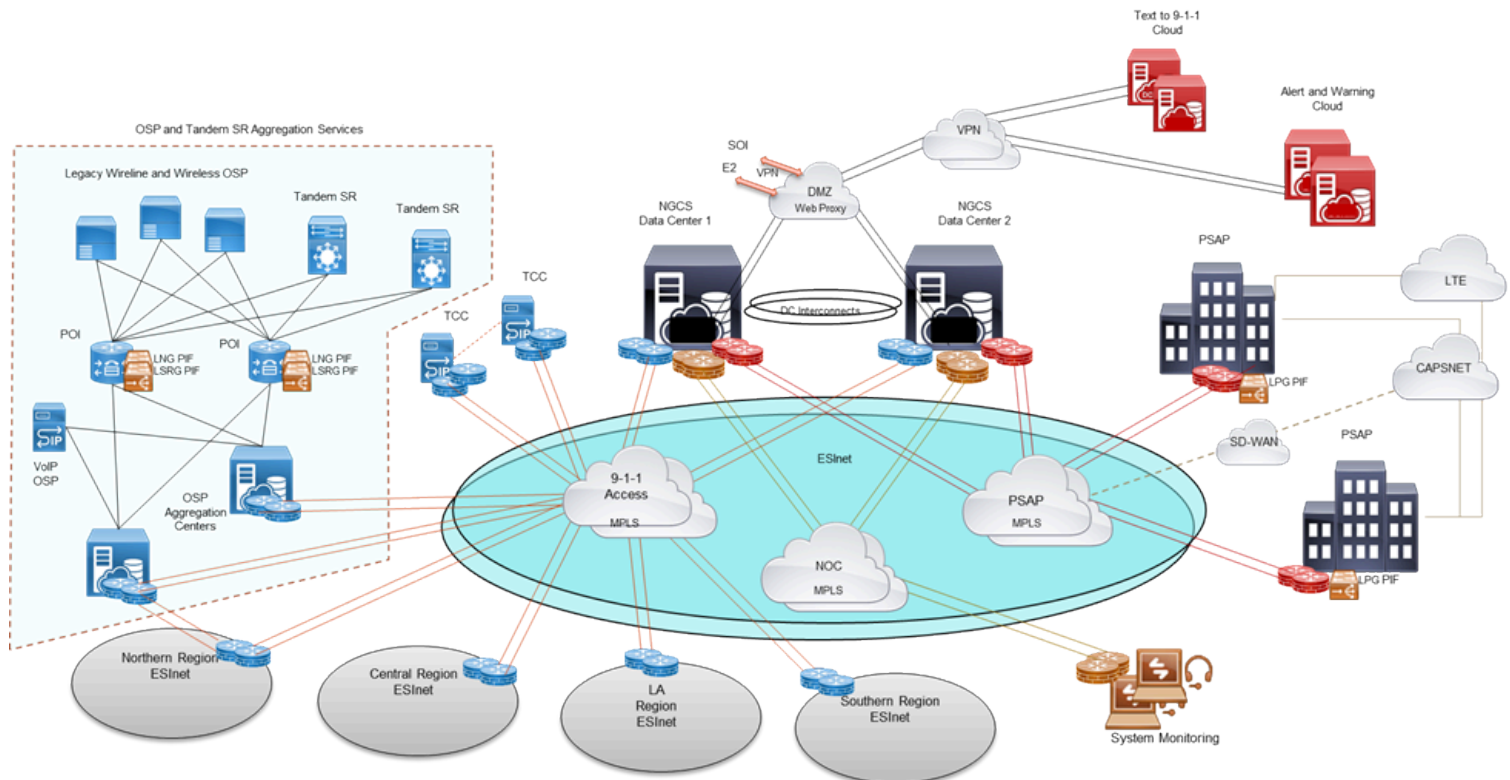
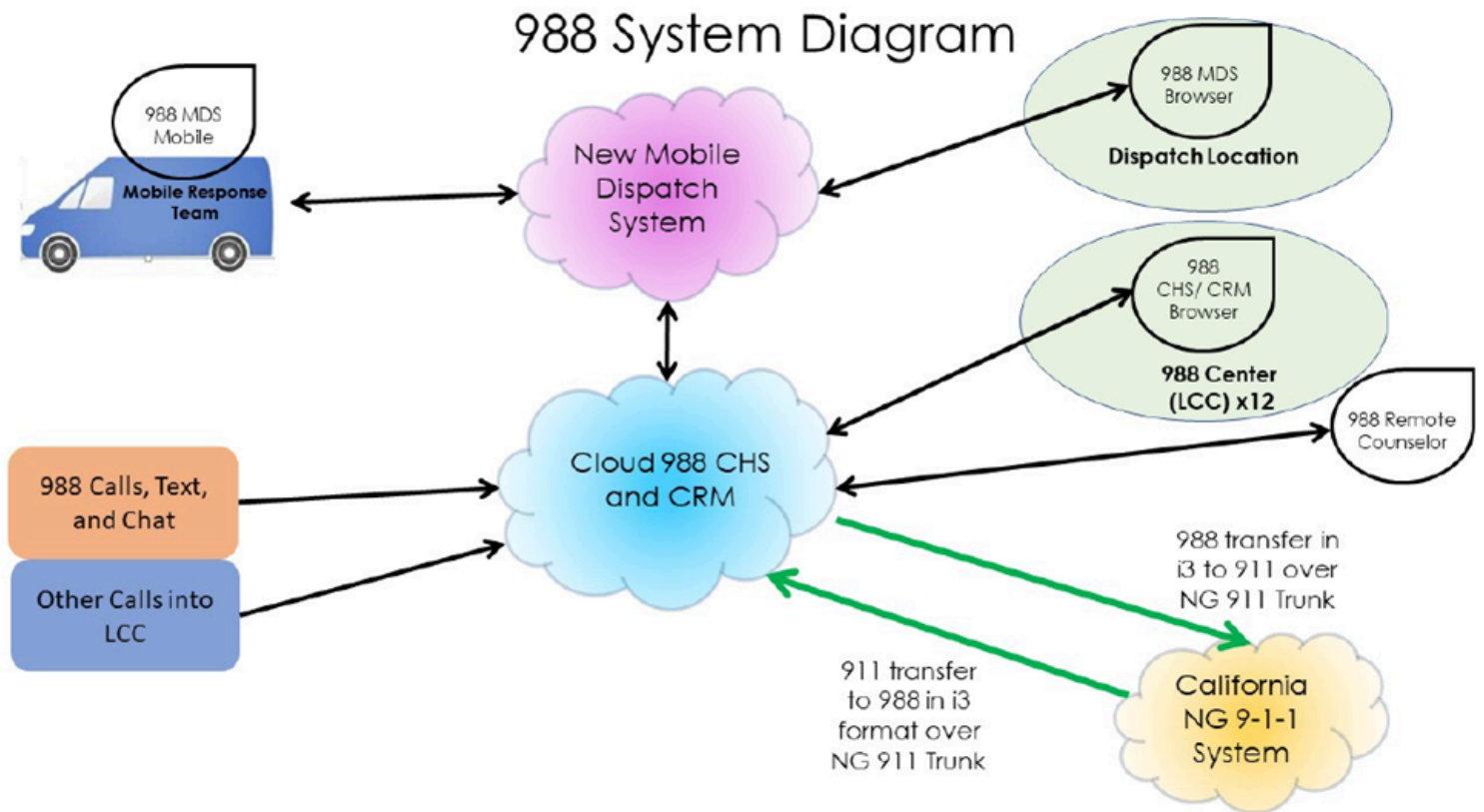
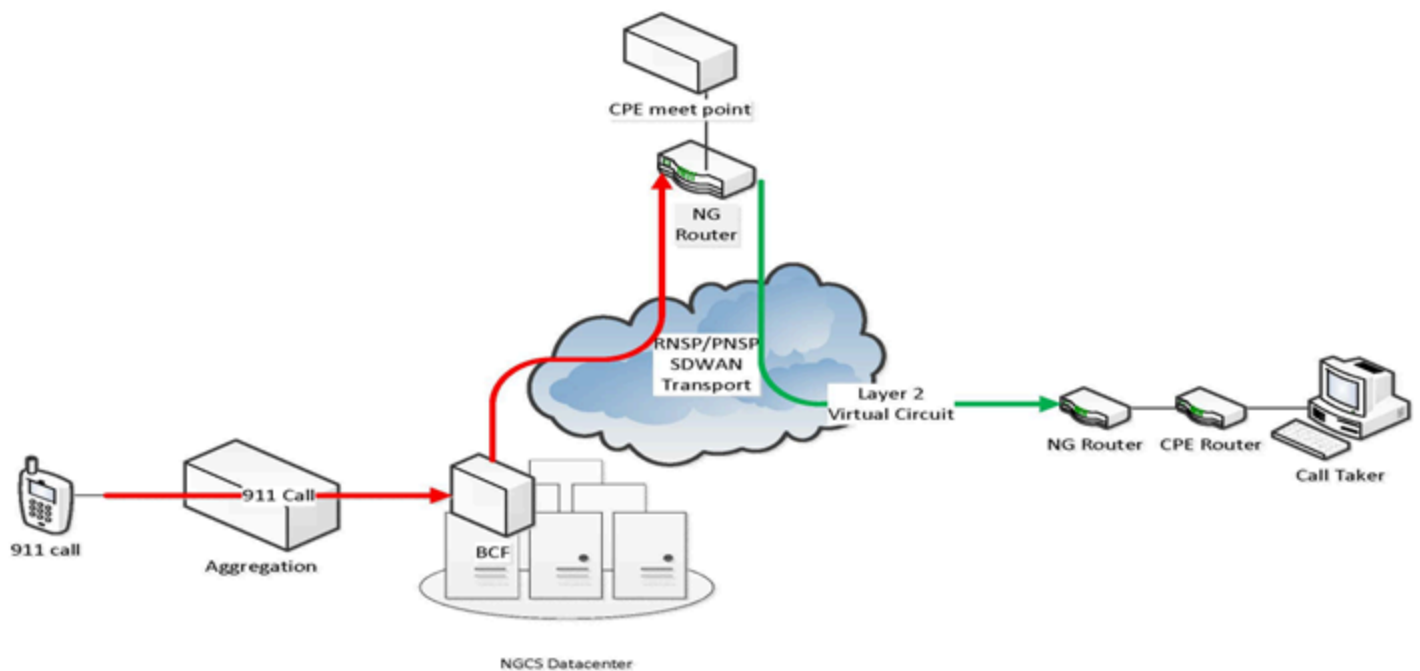


Figure 1: Cal OES NG 9-1-1 Network

Cal OES requires a statewide cybersecurity assessment of the 988 network, CPE, CRM, and MDS. Cal OES has begun the buildout of the 988 network using one (1) contract to provide a NENA i3 V2 compliant system for California. The Contractor shall complete an evaluation of the disaster recovery and cyber-related vulnerability / risk assessment to ensure the 988 network, CPE, CRM, and MDS systems possess the highest degree of resiliency, reliability, redundancy, and serviceability.



54 of 101



*Cloud CPE will have their own routers and be responsible for routing to their own workstations

1.1. Objective

This Statement of Work (SOW) shall be the Contract between the CA 9-1-1 Branch and the Contractor to provide two (2) qualified consultant resources for the NG 9-1-1 network, NG9-1-1 CPE, 988 Network, and 988 CRM, CPE, and MDS Cybersecurity Assessments. The NG 9-1-1 network will connect to all 443 PSAPs in California and that will interconnect the four (4) Regions and the Prime network service providers. The 988 network will connect to twelve (12) Lifeline Crisis Centers (LCCs) which will each have a connection into the NG 9-1-1 network. The NG 9-1-1 CPE is cloud and data center based. Vendors in this space use transport from the NG 9-1-1 network to deliver 9-1-1 calls. The Data Centers and cloud based infrastructure of these CPE providers will need assessing and testing. The 988 CPE, CRM, and MDS are similar in architecture to NG9-1-1 CPE and will require similar assessment and testing.

The Contractor shall complete information and data gathering on these networks and peripherals, and shall complete a cybersecurity vulnerability assessment of services designated by Cal OES.

2. Term of the Contract

Effective upon approval of the California Department of Technology (CDT), Statewide Technology Procurement (STP), the term of the contract is two (2) years with the option to extend two (2) one (1) year extensions at the original rates evaluated and considered.

The Cal OES CA 9-1-1 Branch at its sole discretion, may exercise its option to execute, two (2) one (1) year terms to perform the NG 9-1-1 Cybersecurity assessment, and knowledge transfer at the rates identified in the [EXHIBIT D: COST WORKSHEET](#), for a maximum contract term of four (4) years.

Upon contract execution, the Contractor shall not be authorized to deliver or commence the performance of services as described in this SOW until written approval has been obtained from Cal OES. Any delivery or performance of service that is commenced prior to the signing of the contract shall be considered voluntary on the part of the Contractor and non-compensable.

3. 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 Office of 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.

4. Location and Availability

Contractor work shall be performed within the Contractor's own offices, remotely, and/or within the Cal OES 9-1-1 Branch computer lab as needed and as requested by Cal OES. In addition to this in-person work in the 9-1-1 Branch computer lab in Sacramento, there will be a minimum of one (1) required in-person leadership meeting with Cal OES in Sacramento, California per year that the contract is active. The State will provide a set of collaboration tools to facilitate remote development. Contractor staff shall be based in the United States and remote work is not guaranteed. For the required meetings, and in the event onsite services are required, the State will provide five at least (5) business days advance notice to the Contractor to participate in meetings and/or perform work at the address below.

California Governor's Office of Emergency Services
Public Safety Communications
CA 9-1-1 Branch
601 Sequoia Pacific Blvd., MS 9-1-1
Sacramento, CA 95811

Normal hours of access are Monday through Friday, 7:00 a.m. to 5:00 p.m. Pacific Time (PT), excluding State holidays. The Contractor is required to perform work duties within the normal hours of work. The Contractor must make prior arrangements and receive approval from the State for access to the project office outside these normal working hours. State holidays are listed on the California Department of Human Resources (Cal HR) website at the link below, and are subject to change:

<http://www.calhr.ca.gov/employees/Pages/state-holidays.aspx>

The Contractor may be required to occasionally adjust their work hours to accommodate the needs of the project.

5. Contract Representatives

All notices required by, or relating to, this Agreement shall be provided in writing and shall be sent to the parties identified below. If a Contract Manager changes, each party shall notify the other party in writing. All such notices shall be deemed duly given if deposited, postage prepaid, in the United States mail or emailed and directed to the prevailing addresses.

STATE DEPARTMENT: CAL OES	
Contract Manager:	TBD
Title:	TBD
E-mail:	TBD
Telephone Number:	TBD
CONTRACTOR: TBD	
Contract Manager:	TBD
Title:	TBD
E-mail:	TBD
Telephone Number:	TBD

6. CONTRACTOR KEY STAFF QUALIFICATIONS

The Contractor shall be responsible for providing all necessary staff to implement all services within this contract to support cybersecurity analysis of the NG 9-1-1 network, NG9-1-1 CPE, 988 CPE, CRM, and MDS, and the 988 network.

Contractor staff must be available to start work on the project within 30 days of Contract execution.

STAFF QUALIFICATIONS

The Contractor shall provide two (2) qualified staff that individually meet the following minimum qualifications. The actual number of resources and number of hours assigned per resource after Contract award shall be the sole discretion of Cal OES.

A. Mandatory Qualifications:

1. Candidate(s) must have a minimum of two (2) years' experience within the past three (3) years performing cloud development, security architecture, and operational services for the US Federal Government, a State, or a large commercial entity (Fortune 1000). This experience must be with either Amazon Web Services (AWS) or Microsoft Azure services and must include configuration definition, compliance assurance, security monitoring strategy and implementation, high availability implementation, disaster recovery strategy and implementation, and complex cloud network environments.
2. Candidate(s) must have two (2) years' experience in SecDevOps environments and maintaining security in Continuous Integration and Continuous Deployment (CI/CD) processes.
3. Candidate(s) must have two (2) years' experience with Next Generation 9-1-1 technology.
4. Candidate(s) must have five (5) years or more in enterprise level cyber security as a security architect and/or security engineer and/or security analyst.

B. Desirable Qualifications:

1. Two (2) or more years' experience providing cybersecurity services to the State of California.
2. A valid Certified Cloud Security Professional (CCSP) certification OR certifications, both as an AWS Professional and a Microsoft Certified Solutions Expert.
3. A valid Certified Information Systems Security Professional (CISSP) certification.

6.1. SUBCONTRACTORS

- a. The Contractor will act as prime contractor under this Agreement. In addition to identifying all personnel proposed to work under this Agreement, the Contractor shall also identify its subcontractor affiliation, as applicable.
- b. Cal OES reserves the right to approve all subcontractors prior to the performance of any work by the subcontractor.
- c. Nothing contained in this Agreement shall create any conceptual relationship between Cal OES and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor is fully responsible to Cal OES for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them.
- d. If a subcontractor is a California Certified Small Business (SB) and/or Disabled Veteran Business Enterprise (DVBE), the Contractor shall identify the amount paid to certified subcontractors shall

be identified on the Contractor's invoice(s).

- e. The Contractor's obligation to pay its subcontractors is independent of Cal OES' obligation to make payments to the Contractor. As a result, Cal OES shall have no obligation to pay or to enforce the payment of any monies to any subcontractor.

7. Project (Contractor) Tasks and Deliverable Requirements

The Contractor shall conduct initial information and data gathering and help clarify the scope of an onsite vulnerability assessment. The assessment shall include the following:

7.1. INFORMATION AND DATA GATHERING

The Contractor shall conduct an initial kickoff meeting at the CA 9-1-1 Branch office located in Sacramento, CA. The meeting shall discuss details, scope, and expectations in order to formulate strategies for the onsite vulnerability assessment. The Contractor shall perform an initial evaluation and architecture review of the NG 9-1-1 CPE, NG 9-1-1 network, 988 network, and 988 CPE, CRM, and MDS to include the Prime Network Service Provider (PNSP) and all four (4) Region Network Service Providers (RNSPs).

- a. The NG 9-1-1 network connects via multiple IP connections to all 443 Public Safety Answering Points (PSAPs), multiple data centers for each RNSP and the PNSP, 9-1-1 aggregation locations, and other points of interconnect. The goal of the information and data gathering effort shall be to identify the locations that will be used as part of the Cybersecurity Assessment. Due to the size and scope of the NG 9-1-1 system in California, Cal OES anticipates that a sample data set will be used to complete the analysis to reduce the time and cost of the project yet maintain the integrity of the analysis.
- b. Information and data gathering shall comprise of onsite visits to facilitate the initial kickoff meeting and interviews with system Subject Matter Experts (SMEs). The onsite visits for the 9-1-1 assessment may include PSAPs.

7.2. NG 9-1-1 CPE, NG9-1-1 Network, 988 Network, and 988 software

- a. Review system documentation
- b. Conduct interviews with SMEs within the PSAPs, LCCs, and within CalOES
- c. Document validation of the NG 9-1-1 network, 988 network, 988 CPE, CRM, and MDS, and NG 9-1-1 CPE networks
- d. Perform architecture review of specifications to identify design weaknesses and flaws to include but not limited to:
 - 1. Profile threat vectors and attack surfaces
 - 2. Examine hardening specifications

3. Evaluate system design to fulfill security objectives
4. Evaluate input validation and authentication methods
5. Review configuration management and sensitive data handling processes
6. Identify critical areas in application functions
7. Assess compounding architectural risks
8. Explain methods attackers use for system compromise
9. Assess change management policy and effectiveness.
10. Identify support staff and resource gaps.
 - A. Sufficiency
 - B. Competency
 - C. 365 x 7 x 24 Availability
11. Network architecture review (NG 9-1-1, 988, 988 CPE, CRM, and MDS, and NG 9-1-1CPE)
 - A. Design weaknesses
 - B. Areas of concern
12. Evaluate disaster recovery.
 - A. Recommendations for PSAP recovery and back up
13. Identify vulnerabilities.
 - A. Maintenance gaps
 - B. Preventative maintenance
14. Assess network monitoring.
15. Records/retention and tracking of inventory.
 - A. Revision levels, spares management, firewall logs
16. Assess capacity monitoring and trend analysis
17. Identify other gaps and evaluate for best practice.

7.3. DELIVERABLES

- a. A completed Next Generation 9-1-1 Security Audit Checklist, as outlined in NENA 75-502, is required for the NG 9-1-1 network, NG9-1-1 CPE, 988 network, and 988 CPE, CRM, and MDS. CA 9-1-1 Branch shall define checklist items to be completed after contract execution.
- b. NENA 75-502 Security Audit Checklist: https://cdn.ymaws.com/www.nena.org/resource/resmgr/Standards/NENA_75-502.1_NG-SEC_Audit_C.pdf
- c. The following deliverables will be required for the NG9-1-1 CPE, NG 9-1-1 network, 988 network, and 988 CPE, CRM, and MDS.
 1. Outline – A written outline of the vulnerability assessment report must be provided. This outline will provide the basis for the final report deliverable. The outline must contain

sufficient detail to indicate that all pertinent areas of the vulnerability assessment will be addressed and should include all areas in which risks and vulnerabilities will be reviewed, e.g., physical, operating system, application, data, emergency preparedness, backup, disaster recovery, etc. This deliverable is due ten (10) working days after the start of each task. Cal OES will provide written comments within ten (10) working days after receipt of the draft outline.

2. Provide detailed report of assessment.
3. Provide NG9-1-1 network, NG 9-1-1 CPE, 988 network, and 988 CPE, CRM, and MDS Vendor findings along with path taken to reconciliation.

d. Final report

The final report must address all of Cal OES' written comments on the outline. The final report must include the complete vulnerability assessment for the system. The final report deliverable is due twenty (20) working days from the receipt of Cal OES' comments on the outline. Cal OES will have ten (10) working days to review the final report and provide written comments. The Contractor must incorporate or address all of Cal OES' written comments before the deliverable will be accepted as final. The final deliverable is due five (5) working days after receipt of Cal OES's written comments.

8. ACCEPTANCE OF PROJECT TASKS/DELIVERABLES

8.1. ACCEPTANCE

It shall be Cal OES's sole determination as to whether a project task/deliverable identified in this Agreement or in a supplemental [EXHIBIT A: WORK AUTHORIZATION \(WA\)](#) has been successfully completed and acceptable to Cal OES. Acceptance criteria shall consist of the following:

- A. The approval process is outlined in [SECTION 14. Performance](#). A signed [EXHIBIT B: WORK AUTHORIZATION ACCEPTANCE DOCUMENT \(WAAD\)](#) is required for each project task/deliverable identified in a WA.
- B. The Contractor shall meet all timelines, as agreed to in the Contract or in WA.

At Cal OES' request, the Contractor shall submit [EXHIBIT C: PROJECT MILESTONE REPORT \(PMR\)](#) for review and acceptance or rejection to the Cal OES Contract Manager.

The Contractor shall provide an approved WAAD or PMR, which will be signed by the Contractor and Cal OES Contract Manager upon acceptance of a deliverable. Signed acceptance is required from the Cal OES Contract Manager before processing an invoice for payment.

9. CONTRACTOR REPORTING REQUIREMENTS

9.1. Security Threats and Emergencies

The Contractor shall immediately notify Cal OES via phone and/or email upon detection of any cybersecurity threat or active attack on the NG 9-1-1 network, Cloud CPE, 988 Call Handling Equipment (CHE), and/or 988 MDS.

9.2. MONTHLY STATUS REPORTS

The Contractor must submit monthly written status reports in MS Word format to the Cal OES Contract Manager or as directed. The status reports shall detail the current status and future activities of this Contract. Status reports are **not** considered deliverables under the terms of this Contract. The status reports shall include, but not limited to, the following information:

- a. A summary of the work completed during the reporting period, showing actual versus planned work.
- b. The tasks that are behind schedule, the overall impact on the project, and the approach for remediation.
- c. The status of the overall engagement and all phases/projects, including discussion of risks, problems encountered, solutions, and proposed solutions.
- d. The tasks expected to be completed in the next reporting period.
- e. An accounting of Contractor's staff hours for the reporting period and for the Contract to date (i.e. time sheets).
- f. Ad hoc reporting as required.

10. Contractor's Responsibilities

- a. The Contractor shall provide all equipment and/or software necessary to perform the required duties outlined herein.
- b. 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.
- c. If a Contractor's employee is unable to perform due to illness, resignation, or other factors beyond the Contractor's control, the Contractor shall provide qualified and suitable substitute personnel.
- d. The Contractor shall notify Cal OES, in writing, of any changes to the personnel assigned to the tasks. The substitute personnel shall meet all requirements and must be approved in advance of any performance under the Agreement by Cal OES. Refer to [SECTION 13. Personnel Changes](#) for additional details.

11. State's Responsibilities

- a. Cal OES will designate a person to whom all Contractor communication will be addressed, and who has the authority to act on all aspects of the services. This person will review the SOW and

associated documents with the Contractor to ensure understanding of the responsibilities of both parties.

- b. Cal OES will provide access to department staff and management, offices, and operation areas, as required, to complete the tasks and activities defined under this Agreement.
- c. Cal OES will provide a minimum of ten (10) business days for the timely review and approval of information and documentation provided by the Contractor to perform its obligations.

12. Work Authorizations

- a. Each [EXHIBIT A: WORK AUTHORIZATION \(WA\)](#) shall consist of a detailed statement of the purpose, objective, or goals to be undertaken by the Contractor and all information requested to be provided per WA.
- b. All WA must be in writing and signed by the Contractor and the Cal OES Contract Manager before beginning the work identified in the WAs.
- c. Cal OES has the right to require the Contractor to stop or suspend work on any WA.
- d. Personnel resources will not be expended at a cost to the Cal OES on task/deliverable accomplishment(s) in excess of the estimated work hours identified in the WA unless the procedure below is followed:
 - 1. If, in performance of the work, the Contractor determines that a WA under this Contract cannot be accomplished within the estimated work hours, the Contractor shall immediately notify Cal OES in writing of the revised estimate of the work hours which will be required to complete the WA in full. Upon receipt of such notification, Cal OES may:
 - A. Authorize the Contractor to expend the estimated additional work hours or service in excess of the original estimate necessary to accomplish the WA;
 - B. Alter the scope of the WA in order to define tasks that can be accomplished within the remaining estimated work hours; or
 - C. Terminate the WA.
 - 2. Cal OES will notify the Contractor, in writing, of its decision within seven (7) calendar days after receipt of the Contractor's notification. If written notice to proceed is given via an amended WA signed by the Contractor and Cal OES, the Contractor may expend the estimated additional work hours for the agreed upon services. Via the written approved and signed WA, Cal OES agrees to reimburse the Contractor for such additional work hours.

13. Personnel Changes

The Contractor must obtain prior approval in writing from the Cal OES Contract Manager before attempting to add or change key staff. This includes substitutions made between submission of the

Quote and the actual start of the project, as well as additional staffing changes that may occur during the course of the Contract.

The State reserves the right at its sole discretion to require the Contractor to replace any assigned staff, key staff or additional staff, at any time for reasons that may include, but are not limited to, poor performance, lack of experience, or unprofessional behavior / harassment in the workplace (subject to compliance with applicable law and departmental policies). The State will notify the Contractor in writing when exercising that right. Within 30 calendar days of such notification, the Contractor shall provide a replacement candidate that meets or exceeds the requirements of this SOW.

The Contractor's proposed additional or replacement staff must possess equal or better qualifications and ratings. The additional/replacement staff hourly rate must be less than or equal to the rates as specified in [EXHIBIT D: COST WORKSHEET](#). The Contractor must submit, for consideration of any additional or replacement staff, [ATTACHMENT 12: KEY STAFF QUALIFICATIONS WORKBOOK](#) that indicates how the proposed staff meets or exceeds all the minimum requirements and any of the desirable project characteristics that were evaluated as part of the award and the resulting Contract. Additional or replacement staff may be subject to fingerprinting and a background check. The Contractor's request to replace staff must be approved in writing by the State prior to the replacement staff beginning work.

The State reserves the right to approve or deny any or all additional or replacement project team members assigned by the Contractor to this project. If any of the proposed additional or replacement staff are rejected and a qualified replacement is not provided to the State for approval within 20 State business days of the rejection, the Contractor will be in material breach of the Contract unless the State provides an extension in writing before the deadline is exceeded. The State shall not compensate the Contractor for any time or effort required to prepare a new staff member for performing tasks on the Project.

The State recognizes that changes to subcontractor(s) may be necessary and in the best interests of the State; however, advance notice of the proposed change and the reasons for such change must be made to the State no less than ten (10) State business days prior to the existing subcontractor's termination. If this should occur, the State Contract Manager or designee must approve any changes to the subcontractor(s) prior to the termination of the existing subcontractor(s) and retention of the new subcontractor(s). This also includes any changes made between submittal of the Quote response and actual start of the Contract. All replacement subcontractor(s) must meet all minimum requirements of the Contract.

14. Performance

Cal OES shall be the sole judge of the acceptability of all work performed and all work products produced

by the Contractor as a result of this SOW or any WA. Should the work performed or products produced by the Contractor fail to meet Cal OES conditions, requirements, specifications, guidelines, or other applicable standards, the following process will be employed, except as superseded by other binding processes:

- A. Cal OES will notify the Contractor in writing within five (5) State business days after the Contractor completes 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 cost related to rework of unacceptable work products shall not be billed to Cal OES.
- B. The Contractor shall, within five (5) States business days after initial problem notification, respond to Cal OES by submitting a detailed explanation describing precisely how the identified services and/or products actually 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 Cal OES' initial problem notification within the required time limits may result in immediate termination of the Agreement. In the event of such termination, Cal OES shall pay all amounts due the Contractor for all work accepted before the termination commenced.
- C. Within five (5) State business days after receipt of the Contractor's detailed explanation and/or proposed corrective action plan, Cal OES will notify the Contractor in writing whether it accepts or rejects the explanation and/or plan. If Cal OES rejects the explanation and/or plan, the Contractor shall submit a revised corrective action plan within three (3) business days of notification of rejection. Failure by the Contractor to respond to Cal OES' notification of rejection by submitting a revised corrective action plan within the required time limits may result in immediate termination of the Agreement. In the event of such termination, Cal OES will pay all amounts due the Contractor for all work accepted before the termination commenced.
- D. Cal OES 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 may result in immediate termination of the Agreement. In the event of such termination, Cal OES will pay all amounts due the Contractor for all work accepted before the termination commenced.

15. 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 Cal OES's attention. Problems or issues shall normally be reported in regular status reports or meetings. However, there may be instances where the severity of the problem(s) justifies escalated reporting. To this extent, the Contractor shall determine the level of severity and notify the appropriate Cal OES personnel. The notified Cal OES staff and the time taken to report the problem or issue shall be at a level commensurate with the severity of the problem or

issue. The Cal OES personnel include, but are not limited to, the following:

First level: CA 9-1-1 Branch Manager

Second level: Assistant Director Public Safety Communications

Third level: Deputy Director Logistics

16. OTHER CONTRACT CONSIDERATIONS

- a. The Contractor shall act as the prime contractor under this Contract. In addition to identifying all personnel proposed to work under this Contract, the Contractor shall also identify its subcontractor affiliation(s), as applicable.
- b. Cal OES reserves the right to approve all subcontractors prior to the performance of any work by the subcontractor(s).
- c. Nothing contained in this Contract shall create any conceptual relationship between the State and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor is fully responsible to Cal OES for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them.
- d. If a subcontractor is a California Certified Small Business (SB) and/or Disabled Veteran Business Enterprise (DVBE), the Contractor shall identify the amounts paid to certified subcontractors on the Contractor's invoice(s).
- e. The Contractor's obligation to pay its subcontractors is independent of the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any monies to any subcontractor.
- f. Military and Veteran Code (MVC) 999.5(d), Government Code (GC) 14841, and California Code of Regulations (CCR) 1896.78(e) requires all Prime Contractors that had DVBE firm perform any element of work for a contract to report DVBE information.
- g. Prime Contractors must maintain records supporting the information that they have made all payments to DVBE subcontractor(s). The Prime DVBE Subcontracting form is located at: <https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std817.pdf> and the instructions are located at: <https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/File-a-DVBE-Subcontractor-Report>. Prime Contractors shall email completed forms to: jairo.turnil@caloes.ca.gov.

17. 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 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 Self Insured Retention (SIR)** - All insurance required by this contract must allow the State to pay and/or act as the contractor’s agent in satisfying any SIR. The choice to pay and/or act as the contractor’s agent in satisfying any SIR is at the State’s discretion;
- 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 insured’s under Contractor’s insurance or supply evidence of subcontractor’s insurance to The State equal to policies, coverages, and limits required of Contractor.

2. **Contract Insurance Requirements**

Contractor shall display evidence of the following on a certificate of insurance evidencing the following coverages:

a. **Commercial General Liability**

Contractor shall obtain, at Contractor’s expense, and keep in effect during the term of this

Contract, Commercial General Liability Insurance covering bodily injury, and property damage in a form and with coverages that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products, completed operations, and contractual liability coverage for the indemnity provided under this Contract. Coverage shall be written on an occurrence basis in an amount not be less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000. **The State of California, its officers, agents, and employees are to be covered as additional insureds with respect to liability arising out of work or operations.**

b. **Automobile Liability**

Contractor shall maintain motor vehicle liability with limits of not less than \$1,000,000 combined single limit. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles. **The State of California, its officers, agents, and employees are to be covered as additional insureds with respect to liability arising out of work or operations.**

c. **Workers' Compensation and Employer's Liability**

Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **Policy shall be endorsed to include a waiver of subrogation in favor of State of California.**

d. **Technology Professional Liability/Errors and Omissions Insurance** appropriate to the Contractors profession and work hereunder, with limits not less than \$1,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Contractor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

e. The Policy shall include, or be endorsed to include, **property damage liability coverage** for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the State in the care, custody, or control of the Contractor. If not covered under the Contractors liability policy, such "property" coverage of the may be endorsed onto the Contractors Cyber Liability Policy as covered property as follows:

3. **Cyber Liability Coverage** in an amount sufficient to cover the full replacement value of, damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the State that will be in the care, custody, or control of the Contractor.

a. **If Policy is written on a claims-made basis provide the following:**

- i. The Retroactive Date must be shown, and must be before the date of the Contract or the beginning of contract work;
- ii. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work;**
- iii. If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior to** the Contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of **five (5) years** after completion of work.

Other Required Insurance Provisions

Certificate of Insurance must contain all of the following provisions:

1. Name and address of the insurance company, the policy number, and the beginning and ending dates of the policy;
2. Statement requiring the Insurer to provide written notice to Cal OES 30 calendar days prior to canceling Contractor's policy;
3. Statement that CA 9-1-1 Branch, its officers, agents, servants and employees are included as additional insured on the policy, but only insofar as the services under this Contract are concerned;
4. Statement that neither CA 9-1-1 Branch, nor any of its agencies, will be responsible for any premium or assessment on said policies;
5. The Contractor shall submit the certificate of insurance, identifying the California Governor's Office of Emergency Services contract number, to CA 9-1-1 Branch at the following address:

California Governor's Office of Emergency Services

Procurement and Logistical Services

Attention: Public Safety Communications, 9-1-1 Branch

3650 Schriever Avenue

Mather, CA 95655

To expedite processing, certificates may be emailed to: CA911Branch@CalOES.ca.gov

18. 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 – Information Technology (GSPD-401), clause 23, Termination for Default.

19. Termination of Agreement

Cal OES reserves the right to terminate this Contract, subject to 30 days written notice to the Contractor. In the event of such termination, Cal OES will pay all amounts due to the Contractor for all services rendered and accepted prior to termination. Additional conditions for termination include, but are not limited to, the following:

- a. This Contract can be immediately terminated for cause. The term “for cause” shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the Contract. In this instance, the Contract termination shall be effective as of the date indicated in Cal OES’s notification to the Contractor.
- b. This Contract may be suspended or canceled without notice, at the option of the Contractor, if the Contractor or Cal OES’s premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.
- c. The Contractor may submit a written request to terminate this Contract only if Cal OES should substantially fail to perform its responsibilities as provided herein.

20. Budget Detail and Payment Provisions

20.1. Invoicing and Payment

- a. For services satisfactorily rendered and upon receipt and approval of the invoice(s), the State agrees to pay the Contractor for services in accordance with the hourly rates specified in [EXHIBIT D: COST WORKSHEET](#).
- b. A signed [EXHIBIT B: WORK AUTHORIZATION ACCEPTANCE DOCUMENT \(WAAD\)](#) or [EXHIBIT C: PROJECT MILESTONE REPORT \(PMR\)](#) is required from Cal OES Contract Manager before processing an invoice for payment.
- c. Invoices shall be submitted in triplicate not more frequently than monthly in arrears to the email or address provided below and must include:
 1. The Contractor name, address and phone number
 2. The Contract Number «Agreement Number»
 3. The Contractor’s invoice number
 4. The invoice date
 5. Dates of services performed and/or deliverables completed
 6. Personnel name, classification, rate per hour and hours worked 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
Email: CA911Invoicing@caloes.ca.gov

Any invoices submitted without the above referenced information may be returned to the Contractor for further re-processing.

20.2. Travel and Per Diem Expenses

The Contractor's cost related to items such as travel and per diem shall be inclusive of the hourly rate bid and are costs of the Contractor that will not be paid separately nor reimbursed under this Contract.

20.3. State 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.

20.4. Final Billing

Invoices for services must be received by the state within 90 days following each state fiscal year, or 90 days following the end of the contract term, whichever comes first. The final invoice must include the statement "Final Billing."

20.5. Payments

Payment for services under this Agreement shall be made in accordance with the State of California's Prompt Payment Act (Government Code Section 927 et seq.).

20.6. Payment Method

Payment to the Contractor will be made on a time and materials basis per the hourly labor rate by

resource classification as set forth in the Contract [EXHIBIT D: COST WORKSHEET](#) for all labor-related costs.

ATTACHMENT 2: PART 2 - SOLICITATION FORMS

1. PART 2 - SOLICITATION FORMS

The following exhibits and attachments, of Part 2 of the solicitation template are the forms the Respondent must complete and return with Quote response, SOW, administrative forms, qualification forms, bid requirement responses and all exhibits/attachments discussed in Part 1.

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

1. Cover Letter

Respondent's Company Legal Name:		
Respondent's Company Address:		
DESCRIPTION		RESPONDENT AGREES (Yes/No)
1.	The Quote response is the Respondent's binding offer, good for 180 calendar days from the anticipated contract award date, as noted in SECTION 2.2. KEY ACTION DATES .	
2.	The Respondent agrees to the terms and conditions of this solicitation and accepts responsibility as the prime contractor if awarded the contract resulting from this solicitation.	
3.	The Respondent agrees that the Respondent has available staff with the appropriate skills to complete the contract for all services as described in this solicitation and ATTACHMENT 1: APPENDIX A - STATEMENT OF WORK .	
4.	The Respondent has completed and submitted the eVAQ application and has been deemed approved by STP. <u>Respondent shall provide approved eVAQ number:</u>	
5.	This form is signed by an individual who is authorized to bind the 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 response may be rejected.	
6.	Provide email and phone number of the person signing the ATTACHMENT 4: COVER LETTER FORM .	

x _____

Signature/Date (above)

Name and title of Signatory

Email and Phone Number

ATTACHMENT 5: RESPONSE TO ADMINISTRATIVE REQUIREMENTS

The Respondent must indicate agreement to each of the Administrative Requirements in the table below as described in [SECTION 3. ADMINISTRATIVE REQUIREMENTS](#) . By indicating “Yes,” the Respondent affirms that it understands the requirement and agrees to comply with the requirement. Answering “No” to any of the mandatory administrative requirements in the Quote response will deem the Respondent non-responsive and will be the basis for rejecting the Respondent’s Quote response.

RFQ - SECTION ADMINISTRATIVE REQUIREMENT	Respondent Agrees Yes / No
SECTION 3.2. ABILITY TO PERFORM	<input type="checkbox"/> Yes <input type="checkbox"/> No
SECTION 3.3. PRIMARY RESPONDENT	<input type="checkbox"/> Yes <input type="checkbox"/> No
SECTION 3.4. SUBCONTRACTORS	<input type="checkbox"/> Yes <input type="checkbox"/> No
SECTION 1.3.1. AMENDMENT	<input type="checkbox"/> Yes <input type="checkbox"/> No
SECTION 3.5.1. FINANCIAL STABILITY	<input type="checkbox"/> Yes <input type="checkbox"/> No
SECTION 3.6. INCORPORATION OF EVAQ REQUIREMENTS	<input type="checkbox"/> Yes <input type="checkbox"/> No
SECTION 3.7.1. GENERAL PROVISIONS - TELECOMMUNICATIONS (Revised and Effective 09/19/2019)	<input type="checkbox"/> Yes <input type="checkbox"/> No
SECTION 3.7.2. CLOUD COMPUTING SERVICES SPECIAL PROVISIONS - TELECOMMUNICATIONS	<input type="checkbox"/> Yes <input type="checkbox"/> No
SECTION 3.11. STATEMENT OF WORK (M)	<input type="checkbox"/> Yes <input type="checkbox"/> No
SECTION 3.15. RUSSIA - UKRAINE CONFLICT ECONOMIC SANCTIONS	<input type="checkbox"/> Yes <input type="checkbox"/> 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: DVBE DECLARATIONS

ATTACH THE STD 843, DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS AS EXHIBIT
[ATTACHMENT 7: 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 8: BIDDING PREFERENCES AND INCENTIVES

THE RESPONDENT MUST COMPLETE ALL SECTIONS BELOW AND SUBMIT WITH ITS QUOTE RESPONSE.

1. SMALL BUSINESS PREFERENCE:

Respondent must check the appropriate box from the choices below

SMALL BUSINESS PREFERENCE	
<input type="checkbox"/>	I am a DGS certified Small Business and claim the Small Business Preference. My DGS Small Business certification number is:
<input type="checkbox"/>	I have recently filed for DGS Small Business Preference but have not yet received certification, but I am claiming the Small Business Preference.
<input type="checkbox"/>	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
<input type="checkbox"/>	I am not claiming the DGS Small Business Preference.

2. DVBE INCENTIVE:

Respondent must check the appropriate box from the choices below:

DVBE INCENTIVE:	
<input type="checkbox"/>	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
<input type="checkbox"/>	I have recently filed for DGS DVBE certification, but have not yet received certification.

DVBE INCENTIVE:

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.

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 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 Respondent 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.

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

- ☐

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

Name of Respondent: _____

ADDITIONAL BIDDING PREFERENCES:

Signature and Date: _____

ATTACHMENT 9: COMMERCIALLY USEFUL FUNCTION (CUF) CERTIFICATION

THE RESPONDENT MUST COMPLETE AND SUBMIT WITH ITS QUOTE RESPONSE.

Respondent 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 <input type="checkbox"/>	No <input type="checkbox"/>
2.	Carries out its obligation by actually performing, managing, or supervising the work involved.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3.	Performs work that is normal for its business services and functions.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/> or N/A <input type="checkbox"/>
5.	Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.	Yes <input type="checkbox"/>	No <input type="checkbox"/>

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 Respondent 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 Respondent is not claiming a SB or DVBE, indicate “Not claiming a preference” in the box below.

ATTACHMENT 10: TACPA PREFERENCE REQUEST FORMS

ATTACH THE TACPA PREFERENCE REQUEST FORMS AS [ATTACHMENT 10: TACPA PREFERENCE REQUEST FORMS](#).

Respondents wishing to take advantage of this preference will need to review the website below and submit the appropriate response forms as [ATTACHMENT 10: TACPA PREFERENCE REQUEST FORMS](#), with Quote response.

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 11: GEN AI DISCLOSURE AND FACTSHEET

Attach the STD 1000, Generative Artificial Intelligence (Gen AI) Disclosure and Factsheet, with the response submittal per [SECTION 3.14. GEN AI DISCLOSURE AND FACTSHEET \(M\)](#) .

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

ATTACHMENT 12: KEY STAFF QUALIFICATIONS WORKBOOK

The Respondent must complete the Excel Workbook file on Cal eProcure labeled, [ATTACHMENT 12: KEY STAFF QUALIFICATIONS WORKBOOK](#) with the qualifying information for each key staff used to meet the minimum experience required for this solicitation.

[ATTACHMENT 12: KEY STAFF QUALIFICATIONS WORKBOOK](#) will be used by the State to evaluate key staff's qualifications. The Respondent must specify the required experience in the pertinent row for each requirement. The Governor's Office of Emergency Services may contact references listed in [ATTACHMENT 12: KEY STAFF QUALIFICATIONS WORKBOOK](#) to verify the information provided by the Respondent. Any conflicting information may result in the response being deemed non-responsive.

[ATTACHMENT 12: KEY STAFF QUALIFICATIONS WORKSHEET](#) instructions can be found in the tab labeled, "1. Instructions."

The reference contact name(s) must be a representative of the company for which the project was developed. References from another contractor or contracting company are not acceptable.

Note: It is the Respondent's responsibility to ensure that each minimum experience requirement is met in full and addressed in the staff qualification forms in order for the State to determine compliance to the requirements. If the State cannot determine that the years of experience for each of the minimum experience requirements has been met, the Respondent's response may be deemed non-responsive.

ATTACHMENT 13: UNDERSTANDING AND APPROACH

The Respondent must submit their Understanding and Approach as [ATTACHMENT 13: UNDERSTANDING AND APPROACH](#) of their response to the RFQ and provide examples from the Respondent's project experience.

Narrative responses must not exceed two (2) pages for each of the six (6) requirements. During evaluation, only the responses contained within the two (2) page maximum will be considered. Up to two (2) additional pages for all six (6) requirements will be allowed for charts, graphs, and diagrams (for a maximum total of up to fourteen (14) pages including the narrative response and any charts and graphs).

The Respondent should respond to the narrative requirement and not include marketing information as a part of the narrative response.

The Respondent shall provide a response for each of the items outlined below. Cal OES is interested in responses that provide well-organized, comprehensive, and sound business solutions. Vague explanations may result in lower scores. Cal OES seeks a detailed description of how the Respondent will meet the contractual requirements to ensure successful performance.

The Respondent shall cite successful efforts and personal experience related to each Understanding and Approach categories, and include a description of standards and methods used, documents and technical artifacts produced, deliverables completed, and measures used to gauge effectiveness.

Describe in the Respondent's own words, the following information:

#	REQUIREMENTS	POINTS POSSIBLE
Understanding of Deliverables		75
1	Describe your knowledge of the Cal OES CA 9-1-1 Branch, NG 9-1-1 solution, 9-8-8 systems, and legislative requirements.	25
2	Define your cybersecurity assessment plan, including the number of locations / sites included in the assessment.	50
Management of Projects		25
3	Describe your leadership and communications skills, and ability to support the successful completion of all tasks identified in ATTACHMENT 1: APPENDIX A - STATEMENT OF WORK .	25

#	REQUIREMENTS	POINTS POSSIBLE
Experience in Working with Public Safety		100
4	Describe your knowledge of the NENA i3 NG 9-1-1 standard and NIST cybersecurity framework.	20
5	Describe your experience and knowledge of cybersecurity risk analysis, cyber-physical system analysis and evaluation, and experience in identifying programmatic flaws in system design and implementation.	40
6	Describe your experience performing assessments and architecture reviews to identify security flaws, cyber vulnerability risks and to identify solutions that can aid in system recovery and intrusion analysis on large-scale systems.	40
TOTAL POSSIBLE POINTS		200 Points

[Back to Solicitation](#)

ATTACHMENT 14: TEMPLATE FOR QUESTION SUBMITTAL/REQUEST FOR CHANGES

The Respondent is required to use this form when submitting questions to the Procurement Officers listed in [SECTION 2.1.1. PROCUREMENT OFFICERS](#). Instructions are as follows:

- Name of Respondent** – Provide the name of the 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.
- Q #** – 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 “RFQ Part 1, [SECTION 5.2. PAYMENT TERMS](#)”
- Page #** – Identify the page number of the section/document name or title the question pertains to.
- Question** – Write the question in this column.

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

Question Submittal/Request for Changes Form

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

ATTACHMENT 15: SOLICITATION SUBMISSION CHECKLIST

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

Does your Quote response follow the format specified in [SECTION 6. RESPONSE FORMAT AND SUBMISSION REQUIREMENTS](#)?

☐ Labeled as identified in [SECTION 6. RESPONSE FORMAT AND SUBMISSION REQUIREMENTS](#).

Is your Quote response provided in the following order, as identified in [SECTION 6. RESPONSE FORMAT AND SUBMISSION REQUIREMENTS](#)?

- ☐ [SECTION 3.8. TABLE OF CONTENTS \(M\)](#)
- ☐ [ATTACHMENT 3: CONFIDENTIALITY STATEMENT](#)
- ☐ [ATTACHMENT 4: COVER LETTER FORM](#) with original signature and information as specified in [SECTION 3.10. COVER LETTER \(M\)](#)
- ☐ [ATTACHMENT 5: RESPONSE TO ADMINISTRATIVE REQUIREMENTS](#)
- ☐ [ATTACHMENT 6: BIDDER DECLARATION GSPD 05-105](#)
- ☐ [SECTION 3.13.3. SMALL BUSINESS PREFERENCE \(O\)](#)
- ☐ [ATTACHMENT 7: DVBE DECLARATIONS \(O\)](#)
- ☐ [ATTACHMENT 8: BIDDING PREFERENCES AND INCENTIVES](#)
- ☐ [ATTACHMENT 9: COMMERCIALLY USEFUL FUNCTION \(CUF\) CERTIFICATION](#)
- ☐ [ATTACHMENT 10: TACPA PREFERENCE REQUEST FORMS \(O\)](#)
- ☐ [ATTACHMENT 11: GEN AI DISCLOSURE AND FACTSHEET](#)
- ☐ [ATTACHMENT 12: KEY STAFF QUALIFICATIONS WORKBOOK](#)
- ☐ [ATTACHMENT 13: UNDERSTANDING AND APPROACH](#)
- ☐ [EXHIBIT D: COST WORKSHEET](#)

EXHIBIT A: WORK AUTHORIZATION (WA)

WA Number: Amendment:

Title of WA: Dates:

Background:

Work Description:

Start Date:

Completion Date:

Tasks:

Below is a list of tasks that were assigned in the planning meeting and require development or revision by the Contractor due to this WA.

Enter Tasks as they were defined in the planning meeting:

Cost:

NOT-TO-EXCEED COST					
	Staff Name	Classification	Labor Hours	Rate Per Hour	Cost
1					
2					
				Not-to-Exceed Cost Total	

Contractor Tasks and Responsibilities:

Acceptance Criteria:

State Responsibilities:

Approvals:

These tasks will be performed in accordance with this WA including any accompanying documentation, if applicable and the provisions of the Contract.

AUTHORIZED AND APPROVED:

CONTRACTOR OFFICIAL PRINT & SIGN NAME/ DATE

CAL OES OFFICIAL PRINT & SIGN NAME / DATE

EXHIBIT B: WORK AUTHORIZATION ACCEPTANCE DOCUMENT (WAAD)

Contractor Name: _____

Cal OES Contract Number: _____

Work Authorization Accept Document (WAAD) Number: _____

Work Authorization Title: _____

Work Authorization Completed Date: _____

Total Cost of Work Authorization:
\$ _____

Work Authorization Description:

Cal OES Acceptance or Rejection:

Approvals:	
Contractor Contract Manager	Cal OES Contract Manager
Signature:	Signature

Approvals:	
Date:	Date:

EXHIBIT C: PROJECT MILESTONE REPORT (PMR)



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: Yellow			
Green		Yellow	Red
Current Milestone Life Cycle Phase (Check one):			
Concept	Planning	In Progress	Completed
Project Documentation		Resources	Services and Software
<input type="checkbox"/> Not started		<input type="checkbox"/> Available	<input type="checkbox"/> No updates needed
<input type="checkbox"/> In development		<input type="checkbox"/> eed to assess	<input type="checkbox"/> Software updates needed
<input type="checkbox"/> Revision update		<input type="checkbox"/> Need to hire	<input type="checkbox"/> Under development
<input type="checkbox"/> Sent for approval		<input type="checkbox"/> Release resource(s)	<input type="checkbox"/> Not applicable
<input type="checkbox"/> Other (specify)_____		<input type="checkbox"/> Other (specify)_____	<input type="checkbox"/> Other (specify)_____
Project Milestone Status:			
Project Milestone Risks:			

EXHIBIT D: COST WORKSHEET

The Contractor shall provide all labor, materials, and equipment necessary to provide services for Cybersecurity Assessments for NextGEN 9-1-1 and 988 in accordance with the specifications described in [ATTACHMENT 1: APPENDIX A - STATEMENT OF WORK](#), at the hourly rate specified below.

The Contractor is required to provide one (1) hourly rate that applies to all resources for this project. Upon mutual consent between the Contractor and Cal OES, additional resource(s) may be onboarded in the future at the same or reduced hourly rate. Cal OES must approve the additional consultant in advance of onboarding. Refer to [SECTION 13. Personnel Changes](#) for additional details.

Consultant Hourly Rate	\$
-------------------------------	-----------

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

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

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

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