

**STANDARD AGREEMENT AMENDMENT**

TECH 213A (rev. 06/2020)

REGISTRATION NUMBER

AGREEMENT NUMBER

A221007471

AMENDMENT NUMBER

1

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

California Governor's Office of Emergency Services

CONTRACTOR NAME

Rave Wireless Inc. dba Rave Mobile Safety

2. The term of this Agreement is: August 15, 2022, or upon approval by CDT STP, whichever is later, through August 14, 2027, with two (2) two (2)-year optional extensions

3. The maximum amount of this Agreement after this Amendment is: \$43,309,200.00  
(Forty Three Million, Three Hundred Nine Thousand Two Hundred Dollars and Zero Cents)

4. The parties agree to comply with the terms and conditions of the following exhibits and attachment which are by this reference made a part of the Data Sharing Integration Services (DIS) Agreement for the California Governor's Office of Emergency Services' (Cal OES) NG 9-1-1 Data Sharing System Project:

**ACTION(S)**

Attachment 1: Appendix A, Statement of Work (SOW), Amendment 1:

- Added section 7.3 Mobile Data Sharing
- Added section 25 Modifications, Clarifications, and Additions to the General Provisions
- Attachment 1: Appendix A, Statement of Work attached hereto Amendment 1 replaces the original Attachment 1: Appendix A, Statement of Work in its entirety

Exhibit B Cost Worksheets, Amendment 1 attached hereto replaces the original Exhibit B Cost Worksheets in its entirety.

Amendment 1 adds funds in the amount of \$12,000,000.00 and increases the total contract amount from \$31,309,200.00 to \$43,309,200.00.

Amendment 1 hereby includes optional 2-year extension 1 of 2 and extends the contract expiration from August 14, 2025 to August 14, 2027:

Current Term: 08/15/2022 – 08/14/2025

New Term: 08/15/2022 – 08/14/2027

All other terms and conditions remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

**CONTRACTOR**

CONTRACTOR NAME (If other than an individual, state whether a corporation, partnership, etc.)

Rave Wireless, Inc. dba Rave Mobile Safety

CONTRACTOR AUTHORIZED SIGNATURE

  
W. Todd Pielt (CVP Command Center at Motorola) (Oct 16, 2024 21:10 EDT)

DATE SIGNED

Oct 16, 2024

PRINTED NAME AND TITLE OF PERSON SIGNING

Todd Pielt, CFO

ADDRESS

492 Old Connecticut Path, 2<sup>nd</sup> Floor, Framingham, MA 01701

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

California Governor's Office of Emergency Services

CONTRACTING AGENCY AUTHORIZED SIGNATURE

  
Eric Swanson (Oct 16, 2024 10:07 PDT)

DATE SIGNED

Oct 16, 2024

PRINTED NAME AND TITLE OF PERSON SIGNING

Eric Swanson, Deputy Director of Finance and Admin

CONTRACTING AGENCY ADDRESS

3650 Schriever Avenue, Mather, CA 95655

Department of Technology (CDT),  
Statewide Technology Procurement (STP)  
Use Only



☐ EXEMPT PER:

## **ATTACHMENT 1: APPENDIX A - STATEMENT OF WORK**

### **1. Overview**

Rave Wireless, Inc. dba Rave Mobile Safety (hereinafter referred to as the “Contractor”) agrees to provide the California Office of Emergency Services (hereinafter referred to as the “State” or the “Cal OES”) the NG 9-1-1 Data Sharing Integrations Services (hereinafter referred to as “9-1-1 DIS”) as listed on Page 1 and on Exhibit B – Cost Worksheets of this Agreement.

### **2. Background and Purpose**

The Governor’s Office of Emergency Services (Cal OES), Public Safety Communications, CA 9-1-1 Emergency Communications Branch (CA 9-1-1 Branch) is authorized by Government Code (GC) Sections 53100-53121 to manage and oversee statewide 9-1-1 Services. 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 SETNA, which provides funding to California Public Safety Answering Points (PSAPs) for 9-1-1 systems and services.

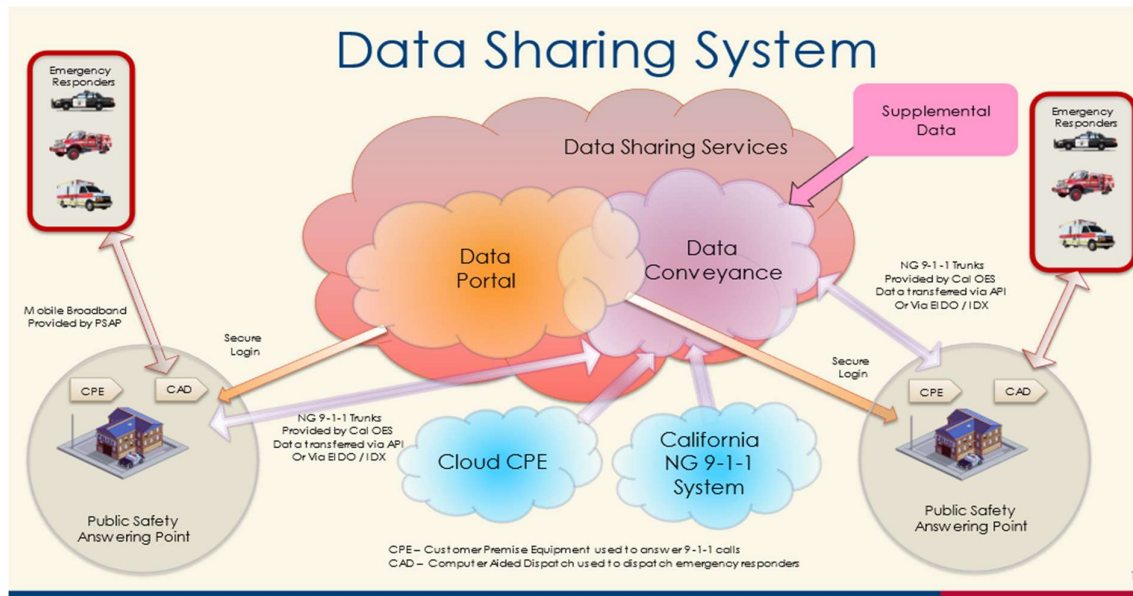
Cal OES will complete the transition to NG 9-1-1 in late 2022 and expects legacy 9-1-1 traffic to be possible through early 2023 when the selective router services will no longer be needed. The services outlined in this SOW include two elements (Data Portal and Data Conveyance), which will provide the ability to share data between every PSAP in California, regardless of the source of the data. Data sources, include but may not be limited to legacy and cloud 9-1-1 Call Processing Equipment (CPE), the legacy 9-1-1 system, the Next Generation 9-1-1 (NG 9-1-1) system, Computer Aided Dispatch (CAD) Data, Alert and Warning Data, device-based location data, telematics, alarm data, personal device data, user application data, supplemental 9-1-1 data, and any other data authorized by Cal OES.

The Data Portal services outlined in this SOW will provide Cal OES and every PSAP in California, the ability to access data via the Emergency Incident Data Object (EIDO), which is the National Emergency Number Association standards-based container for incident data from the PSAP after receipt of the call and initiation of the incident, all the way through to other PSAPs that have a need to know and permissions to access the data. The Data Portal will include an interactive map with PSAP boundaries, GIS layers, shape files, ESRI files, and other GIS data as identified in EXHIBIT A: TECHNICAL REQUIREMENTS. The Portal will be accessed via a secure web-based login. The portal provides the ability for Cal OES and any PSAP to interact with the data contained in the system. The Data Portal service also includes the elements needed to receive the data from the Data Conveyance portion of the service and make this data available in the Data Portal.

The Data Conveyance service will gather data from any available data source as authorized by Cal OES. Eventually the movement of 9-1-1 information will be managed by the Incident Data Exchange (IDX) functional element and together

EIDO and IDX will be part of the transport of a call/incident from one PSAP to another and/or could be a request for services by CAD or other means. In the interim, the sharing of data will be based on the development of an Application Programming Interface (API), which is a connection between the PSAP's CAD or any other data source and the Data Portal portion of this SOW. The services in this SOW require the Contractor to develop the APIs needed to interface with the CAD vendors in California. The CAD vendors will need to present the data to the API and read the data from the API.

The Contractor shall provide services that meet National Emergency Number Association (NENA) i3 V2 and industry standards upon contract award. The Contractor is required to update their solution to meet any updates to the NENA i3 and industry standards within six (6) months of CA 9-1-1 Branch notification, at no additional cost to the CA 9-1-1 Branch, per EXHIBIT A: TECHNICAL REQUIREMENTS.



### 3. Term of the Contract

Effective upon approval of the California Department of Technology (CDT), Statewide Technology Procurement (STP), the term of the Contract is three (3) years, with an estimated start date of August 8, 2022.

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

#### 4. Amendment

The Agreement may be amended, consistent with the terms and conditions of the Agreement, and by mutual consent of both parties, subject to approval by the CDT STP under Public Contract Code (PCC) Section 12100. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved by oversight agencies, if required. No oral understanding not incorporated in the Agreement is binding on any of the parties.

#### 5. Contract Contacts

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

For service related inquiries:

**State:** California Governor's Office of Emergency Services

Name: Andrew Mattson, Telecommunications Systems Manager II

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

Phone: 916-894-5018 (O)

E-mail: [Andrew.Mattson@CalOES.ca.gov](mailto:Andrew.Mattson@CalOES.ca.gov)

**Contractor:**

Name: Rave Technical Support

Address: 492 Old Connecticut Path, 2nd Floor, Framingham, MA 01701

Phone: Non-emergency (888) 605-7164, Emergency (888) 605-7163

E-mail: [techsupport@ravemobilesafety.com](mailto:techsupport@ravemobilesafety.com)

And

Name: Nick Russo, AVP Technical Services

Address: 492 Old Connecticut Path, 2nd Floor, Framingham, MA 01701

Phone: 508.532.8978 (O)

E-mail: [nrusso@ravemobilesafety.com](mailto:nrusso@ravemobilesafety.com)

For Agreement administrative inquiries:

**State:** California Governor's Office of Emergency Services

Name: Paul Troxel, Telecommunications Systems Manager II

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

Phone: 916-894-5017 (O)

E-mail: [Paul.Troxel@CalOES.ca.gov](mailto:Paul.Troxel@CalOES.ca.gov)

**Contractor:** Rave Contracts

Address: 492 Old Connecticut Path, 2nd Floor, Framingham, MA 01701

Phone: 508.532.8909 (O)

Email: [contracts@ravemobilesafety.com](mailto:contracts@ravemobilesafety.com)

And

Name: William Price, CFO

Address: 492 Old Connecticut Path, 2nd Floor, Framingham, MA 01701

Phone: 508.532.8909 (O)

E-mail: [bprice@ravemobilesafety.com](mailto:bprice@ravemobilesafety.com)

## **6. Data Sharing Services**

The Contractor shall provide all personnel, hardware, software, and network services necessary to meet all the requirements of this SOW to provide data collection and reporting services for all the State funded PSAPs in California. The specific requirements are detailed throughout this SOW. If an item is required to complete the services identified in the SOW and is not identified in the EXHIBIT B: COST WORKSHEETS, it will be interpreted to mean that the item will be provided by the Contractor at no cost.

A "User" is someone that has been authorized to access the Data Sharing System. The level of access provided to each User will be as described in EXHIBIT A: TECHNICAL REQUIREMENTS. User access shall only be authorized by the Cal OES Project Manager or their designee.

## **7. Data Sharing System Features**

### **7.1 Data Sharing: Data Portal**

The Data Portal services outlined in this SOW will provide Cal OES and every PSAP in California, the ability to access data via a secure login and supports all of the requirements outline in EXHIBIT A: TECHNICAL REQUIREMENTS and this SOW. The Data Portal will include an interactive map with PSAP boundaries, GIS layers, shape files, ESRI files, and other GIS data as identified in EXHIBIT A: TECHNICAL REQUIREMENTS. The Portal will be accessed via a secure web-based login. The portal provides the ability for Cal OES and any PSAP to interact with the data contained in the system based on permissions. The Data Portal service also includes the elements needed to receive the data from the Data Conveyance portion of the service and make this data available in the Data Portal.

The permissions given to a user in the Data Portal are based on the agreed level of data access based on direction from Cal OES and the PSAP and as outlined in EXHIBIT A: TECHNICAL REQUIREMENTS, and shall comply with CJIS and CLETS requirements. The data that can be viewed in Data Portal shall only be limited by the permissions assigned to the user and not by any technology, database, or software limitation.

## 7.2 Data Sharing: Data Conveyance

The services in this SOW require the Contractor to develop the APIs needed to interface with the CAD vendors in California, and to gather the data either via API or EIDO/IDX from CPE, Next Generation 9-1-1 Core Services (NGCS), and any other data source.

The legacy and cloud 9-1-1 CPE providers and the NGCS providers are responsible for providing the CPE, and NGCS data. The Contractor shall collect and parse data received from NGCS providers and CPE providers and make any data from the Data Sharing service available to CPE providers and NGCS providers. The Contractor is not responsible for missing data from the CPE and NG 9-1-1 vendors. The Contractor is responsible for reporting missing elements to Cal OES representatives.

The CAD vendors and PSAPs are responsible for providing CAD data. The Contractor shall collect and parse data received from PSAPs and CAD providers and make any data from the Data Sharing service available to CAD providers as outlined in EXHIBIT A: TECHNICAL REQUIREMENTS. The Contractor is not responsible for missing data from the PSAPS and CAD vendors. The Contractor is responsible for reporting missing elements to Cal OES representatives.

## 7.3 Mobile Data Sharing

The Contractor shall provide an application and provide support services necessary for the conveyance of Mobile Data to mobile devices that support the current and last two (2) versions of IOS and Android operating systems (n-2) for the duration of this Contract. The mobile application will provide state and local public safety field personnel access to 9-1-1 information and Computer Aided Dispatch (CAD) data available in the DIS (Data Information Sharing) program (Mobile Data).

## 8. Implementation

The Contractor shall include a Project Deployment Plan narrative and proposed Service Delivery Schedule that addresses the requirements specified within this Section. The Implementation Plan shall provide an in-depth discussion and description of the methods, approaches and step-by-step actions that will be carried out to fulfill all requirements.

### 8.1 Implementation Timeline

The following timeline shall be used by the Contractor:

Event	CALENDAR days from contract execution
Project Deployment Plan Draft sent to Cal OES	45 days

Data Gathering and Site Surveys for 25 PSAPs completed	60 days
Equipment Installed at Cal OES NG 9-1-1 Lab	90 days
Service validation testing begins	120 days
Data Gathering and Site Surveys for 50 PSAPs completed	120 days
Service validation testing complete	150 days
Data Gathering and Site Surveys for 100 PSAPs completed	150 days
Service deployed to 50 PSAPs	180 days
Data Gathering and Site Surveys for 200 PSAPs completed	240 days
Service deployed to 100 PSAPs	240 days
Data Gathering and Site Surveys for 300 PSAPs completed	300 days
Service deployed to 200 PSAPs	300 days
Data Gathering and Site Surveys for 400 PSAPs completed	360 days
Service deployed to 300 PSAPs	360 days
Data Gathering and Site Surveys for 4500 PSAPs completed	420 days
Service deployed to 400 PSAPs	420 days
Service deployed to 450 PSAPs	480 days

## 8.2 Transition Strategy

Contractor shall include the transition strategy for replacing or augmenting any current system(s) used to support data sharing. This transition strategy must include timelines, identify major milestones, and strategies to ensure PSAPs have access to data.

Any data used by the Contractor is the property of Cal OES. Ninety (90) days prior to completion or termination of this contract, the Contractor will work with Cal OES to transition any data stored to a new Contractor, at no additional cost to the state.

## 9. Acceptance Testing

Acceptance testing shall be performed to ensure that all of the minimum requirements outlined in this SOW have been met.

### 9.1 System Acceptance

Acceptance testing of the Data Sharing System will be conducted in three (3) areas on the Data Sharing System.

- a. User interface – The Contractor shall demonstrate accessing the Data Sharing System, including how to obtain a User logon and password. The Contractor shall demonstrate logging into the Data Sharing System web site and navigating through the system, including requesting Reports. The Contractor shall demonstrate reporting trouble and accessing the system to get updated status on trouble reports.
- b. Data collection - The Contractor shall demonstrate the ability to capture and parse data from all CPE equipment vendors, and NG 9-1-1 providers. Cal OES will identify ten (10) PSAPs to the Contractor who shall then implement their data collection solution for those ten (10) sites. The Contractor shall demonstrate the ability to develop an API that will capture CAD data from (3) CAD vendors selected by Cal OES with the ability to perform the functions outlined in [EXHIBIT A: TECHNICAL REQUIREMENTS](#).
- c. User Permissions - The Contractor shall demonstrate the ability to generate user types, associate appropriate actions and data sharing / conveyance using different user types, and comply with requirements in [EXHIBIT A: TECHNICAL REQUIREMENTS](#) for user types.

When Cal OES agrees that the Contractor has passed all three (3) areas of acceptance testing, system acceptance shall be considered complete, and the Contractor shall begin the process of implementing the Data Sharing System statewide. The Contractor shall work with the Cal OES to finalize the Implementation Plan for statewide deployment.

## **9.2 Ongoing Implementation Schedule**

Following initial Data Sharing System acceptance, Cal OES will work with the Contractor to develop a schedule for implementation of data collection at the remaining PSAPs. Contractor shall use the Cal OES Change Board process before implementing any changes to the service.

## **9.3 Ongoing Acceptance Testing**

Ongoing acceptance testing shall be conducted and completed for all PSAPs that are new, have just completed a 9-1-1 CPE system upgrade, CAD Upgrade, or a PSAP that has made changes to their 9-1-1 equipment that changes data sharing capabilities.

## **10. Contractor Facility Locations**

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

## **11. Roles and Responsibilities**

### **11.1 CA 9-1-1 Branch Roles and Responsibilities**

- a. The CA 9-1-1 Branch will designate a Project Manager (PM) to whom all Contractor communication may be addressed, and who has the authority to act on all aspects of the services. The CA 9-1-1 Branch designee will be the point of contact (POC) for all documents related to this Contract to ensure understanding of the responsibilities of both parties;
- b. The CA 9-1-1 PM will review all associated documents needed to support this SOW. CA 9-1-1 PM shall provide at least a minimum of ten (10) state business days for the timely review and approval of information and documentation provided by the Contractor.
- c. The CA 9-1-1 Branch, in partnership with the PSAP, will determine adequacy of all work performed and all products installed by the Contractor. Should the work performed, or the products installed by the Contractor fail to meet expectations, requirements, or specifications, the following resolution process will be employed:
  - 1) The Contractor shall, within five (5) State business days after initial problem notification, respond to the CA 9-1-1 Branch by submitting a corrective action plan to address the specific inadequacies or failures in the identified services and products. Failure by the Contractor to respond to the CA 9-1-1 Branch's initial problem notification within the required time limits may result in immediate termination of the Contract.
  - 2) In the event of such termination, the CA 9-1-1 Branch shall pay all amounts due the Contractor for all work accepted prior to termination.
  - 3) The CA 9-1-1 Branch will, within five (5) State business days after receipt of the Contractor's detailed explanation or proposed corrective action plan, notify the Contractor in writing whether it accepts or rejects the explanation and/or plan. If the CA 9-1-1 Branch rejects the explanation or plan, the Contractor will submit a revised corrective action plan within three (3) State business days of notification of rejection. Failure by the Contractor to respond to the CA 9-1-1 Branch's notification of rejection by submitting a revised corrective action plan within the required time limits may result in immediate termination of the Contract. In the event of such termination, the CA 9-1-1 Branch shall pay all amounts due the Contractor for all work accepted prior to termination.
  - 4) The CA 9-1-1 Branch will, within three (3) State business days of receipt of the revised corrective action plan, notify the Contractor in writing whether it accepts or rejects the revised corrective action plan proposed by the Contractor. Rejection of the revised corrective action plan will result in immediate termination of the Contract. In the event of such

termination, the CA 9-1-1 Branch shall pay all amounts due the Contractor for all work accepted prior to termination.

- d. Upon first installation in each region the CA 9-1-1 Branch will order network connectivity from the Prime Network Service Provider and Region Network Service Provider into two (2) logically and physically diverse Contractor points of interface within five (5) working days of:
  - 1) Successful testing in the Cal OES NG 9-1-1 Lab;
  - 2) The identification and CA 9-1-1 Branch approved Contractor points of interface; and
  - 3) Completion of the Commitment to Fund (TD-288) form approval processed by Cal OES.

### **11.2 PSAP Responsibilities**

- a. If required to meet special environmental considerations, the PSAP will modify its site facilities to meet the Contractor's minimum site and environmental specifications as supplied by the Contractor. Costs associated with these modifications shall be the responsibility of the PSAP.
- b. Subject to the PSAP's security regulations, the Contractor shall have full and free access to the CPE equipment, and other equipment at the PSAP needed to support data sharing.
- c. PSAP shall use existing internet connectivity to access the data portal.
- d. Subject to the PSAP's approval, the Contractor shall have access to CAD as needed for any data sharing requirements.

### **11.3 Contractor's Roles and Responsibilities**

- a. Contractor shall deliver all services and equipment necessary for system deployment.
- b. Contractor shall perform and provide a PSAP site survey for each installation.
- c. Contractor shall provide necessary wiring for connection to NG 9-1-1 Trunks as well as interface connectivity to all necessary peripheral equipment.
- d. Contractor shall perform System Readiness Testing prior to cutover, to ensure that the system is installed and operates as defined in SOW.
- e. Upon Contract execution the Contractor shall meet via in person meeting or teleconference, with the CA 9-1-1 Branch team at a minimum monthly, or at the discretion of the CA 9-1-1 Branch, to ensure project tasks and timelines are met, with all Contractor Key Staff identified in the SOW. The CA 9-1-1 Branch may require an in-person meeting based on project status.

- f. The Contractor shall adhere to and support all interface standards as designed by the PNSP and approved by the CA 9-1-1 Branch.
- g. 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.
- h. The Contractor shall notify the CA 9-1-1 Branch in writing, of all changes in key personnel assigned to the tasks. If a Contractor's employee is unable to perform due to illness, resignation, or other factors beyond the Contractor's control, the Contractor will provide suitable substitute personnel. The CA 9-1-1 Branch reserves the right to approve all substitute personnel.
- i. The Contractor shall perform their duties on PSAP premises during the available hours at the direction of the PSAP.
- j. The Contractor shall be responsible for all sub-contractor activities and shall share all sub-contractor agreements with Cal OES, prior to signing any agreement.
- k. Contractor staff will be subject PSAP background check and security requirements.
- l. Contractor shall deliver and provide all documents in electronic format.
- m. Contractor shall report all SLAs in accordance with the SOW.

## 12. Key Staff

The Contractor will be responsible for providing all necessary Key Staff to implement all services within the Data Sharing Services Contract within fourteen (14) calendar days of contract execution. The CA 9-1-1 Branch will provide feedback on Key Staff within five (5) calendar days and shall be the sole approver of Contractor's proposed staff. The proposed Key Staff must be available to start work on the project within thirty (30) days of Contract execution.

The Contractor shall submit in the writing to the CA 9-1-1 Branch the following Key Staff:

1. Project Coordinator: A minimum of three (3) years' experience with knowledge and experience in managing projects/ system installations of similar complexity;
2. Data Portal Coordinator: A minimum of two (2) years' experience with Knowledge and experience in graphical user interface systems used to present critical data;
3. Data Conveyance Coordinator: A minimum of two (2) years' experience with knowledge and experience in the conveyance of data using API's and other data sharing standards;

4. Cloud Services and Network Coordinator: A minimum of two (2) years' experience with knowledge and experience in cloud services design and network configuration.
5. PSAP Deployment Coordinator: A minimum of three (3) years' experience with knowledge and experience in managing projects/ system installations of similar complexity experience at PSAPs.

### **13. Project Management**

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

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

The Contractor shall assign a project manager who is familiar with 9-1-1 in CA, Internet Protocol (IP) networks, as well as the proposed system. All project managers shall be located in the continental US and will be made available for in person meetings at the CA 9-1-1 Branch or PSAP request.

### **14. Subcontractors**

The Contractor shall provide and maintain a list of all subcontractors providing the services identified below.

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

The Contractor shall not pass on any sub-contractor agreement penalties, risks, or liabilities to the CA 9-1-1 Branch.

### **15. Alterations and Attachments**

The PSAP shall not make unauthorized alterations or install attachments to the equipment.

Repair of damage attributable to the alteration or attachment will be billed to the PSAPs at the Contractor's rate provided in EXHIBIT B: COST WORKSHEETS, Labor Rate.

All reprogramming required by the Contractor to accommodate such alterations and/or attachments shall be implemented at the PSAP's expense.

## 16. Problem Escalation

The parties acknowledge and agree that certain technical and project related problems or issues may arise, and that such matters shall be brought to the CA 9-1-1 Branch's attention. Problems or issues shall be reported in monthly status reports and via web-based alert and monitoring systems accessible by the CA 9-1-1 Branch. Severity of the problem(s) as outlined below require escalated reporting. To this extent, the Contractor or the PSAP will determine the level of severity and notify the appropriate CA 9-1-1 Branch personnel. The CA 9-1-1 Branch personnel notified, and the time period taken to report the problem or issue, shall be at a level commensurate with the severity of the problem or issue. CA 9-1-1 Branch escalation levels are as follows:

**First level:** Paul Troxel

[Paul.Troxel@caloes.ca.gov](mailto:Paul.Troxel@caloes.ca.gov)

(916) 894-5017

**Second level:** Budge Currier

Email: [Budge.Currier@caloes.ca.gov](mailto:Budge.Currier@caloes.ca.gov)

Phone: (916) 894-5004

**Third level:** Marvin Green

Email: [Marvin.Green@caloes.ca.gov](mailto:Marvin.Green@caloes.ca.gov)

Phone: (916) 894-8158 The CA 9-1-1 Branch may also escalate technical and project related problems or issues that may arise to the CDT, STP.

## 17. Service Level Agreement (SLA)

### 17.1 Service Issues and Outage Notification

The Contractor shall develop an automated outage notification system that will provide system monitoring capability and outage reporting to the CA 9-1-1 Branch. The Contractor shall report outages that prevent access to the Data Portal, and outages at the PSAP or connectivity to the PSAP that prevent the conveyance of data.

After Contract award, information for the confidential CA 9-1-1 Branch outage notification phone number and e-mail will be provided. Outage reporting shall incorporate near real-time monitoring per EXHIBIT A: TECHNICAL REQUIREMENTS. A secure login portal shall be made available to the CA 9-1-1 Branch.

### 17.2 Outage Notification

- a. In the event of any critical or major service issue(s) or outage(s) as specified in the appropriate Service Level Agreement (SLA), the Contractor shall notify the CA 9-1-1 Branch via a phone call as well as email within fifteen (15) minutes of

initial report of outage, providing the initial notification and containing the following (as available):

- 1) PSAP(s) affected;
  - 2) Problem description;
  - 3) Time of failure;
  - 4) Affected systems or services;
  - 5) Impact to Data Sharing Service;
  - 6) Trouble ticket number;
  - 7) Ticket type (open, monitoring, dispatched).
- b. Contractor shall provide follow-up notification as new information becomes available or every four (4) hours, whichever occurs first. All updates shall include current status and any additional data pertinent to the outage and its resolution including, but not limited to the following data:
- 1) Extent of outage;
  - 2) Affected systems or services (if different than initial);
  - 3) Any data lost;
  - 4) Sequence of events toward resolution (action taken to resolve the issue);
  - 5) Estimated time of technician arrival (ETA);
  - 6) Estimated time of outage resolution (ETR).

When a critical or major event is cleared, Contractor shall send a final notification of resolution. The CA 9-1-1 Branch may review this with the Contractor every month, to determine if notifications need to be adjusted. Other Event Notification

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

- a. PSAP(s) affected;
- b. Problem description;
- c. Time of failure;
- d. Affected systems or services;
- e. Impact to 9-1-1 Service;
- f. Trouble ticket number;
- g. Ticket type (open, monitoring, dispatched).

When the event is cleared, Contractor shall send a final notification of resolution. The CA 9-1-1 Branch may review this report, including root cause analyses, with the Contractor every month, to determine if notifications need to be adjusted.

### **17.3 SLA Contractor's Monthly Activity Report**

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

### **17.3.1 Contractor's Monthly Activity Report**

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

- a. ID;
- b. PSAP Name Impacted;
- c. Month Date;
- d. Day/Time Start;
- e. Day/Time End;
- f. Duration Hour: Min
- g. Reporting Entity;
- h. Outage Type;
- i. Cause of Incident/Outage;
- j. Summary of Incident/Outage;
- k. Yes/no if qualified for SLA;
- l. The applicable SLA;
- m. Rights and remedies applied to each ticket, when applicable;
- n. Other.

### **17.4 SLA Reporting Requirements**

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

#### **17.4.1 Delivery of Project Deployment Plan (PDP)**

DEFINITION	MEASUREMENT METHOD	OBJECTIVE	RIGHTS AND REMEDIES
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The Contractor shall deliver a final PDP to the CA 9-1-1 Branch with thirty (30) calendar days of contract execution.	Calendar days.	Delivery of the PDP within thirty (30) days of contract execution.	Failure to meet the OBJECTIVE shall result in a \$5,000.00 credit/or adjustment for each calendar day that the report is not delivered after the OBJECTIVE.
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#### 17.4.2 Interface Documentation

DEFINITION	MEASUREMENT METHOD	OBJECTIVE	RIGHTS AND REMEDIES
The Contractor shall deliver a final Interface document to the CA 9-1-1 Branch and the Prime Network Service Provider (PNSP) within ninety (90) days of contract execution.	Calendar days.	Delivery of the Interface documentation ninety (90) days of contract execution.	Failure to meet the OBJECTIVE shall result in a \$5,000.00 credit/or adjustment for each calendar day that the report is not delivered after the OBJECTIVE.

#### 17.4.3 NG 9-1-1 Lab Installation

DEFINITION	MEASUREMENT METHOD	OBJECTIVE	RIGHTS AND REMEDIES
The Contractor shall install all required equipment and configure required interfaces to PNSP/RNSP, legacy CPE, Cloud CPE, and	Calendar days.	Installation of all equipment and configuration of interfaces within ninety (90) days of	Failure to meet the OBJECTIVE shall result in a \$5,000.00 credit/or adjustment for each calendar day

CAD in the Cal OES lab as identified in this SOW within ninety (90) days of contract execution.		contract execution.	that the report is not delivered after the OBJECTIVE.
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#### 17.4.4 NG 9-1-1 Lab Validation and Testing

DEFINITION	MEASUREMENT METHOD	OBJECTIVE	RIGHTS AND REMEDIES
<p>The Contractor shall begin testing of PNSP/RNSP, legacy CPE, Cloud CPE, and CAD in the Cal OES lab as identified in this SOW within one hundred and twenty (120) days of contract execution.</p> <p>The Contractor shall complete testing of PNSP/RNSP, legacy CPE, Cloud CPE, and CAD in the Cal OES lab as identified in this SOW within one hundred fifty (150) days of contract execution.</p>	Calendar days.	Validate with CA 9-1-1 Branch the capability to collect and report the NG 9-1-1, i3 logs, legacy CPE and Cloud Call Data Record data, and the NG 9-1-1 Data Sharing Graphical User Interface.	Failure to meet the OBJECTIVE shall result in a \$5,000.00 credit/or adjustment for each calendar day that the report is not delivered after the OBJECTIVE.

#### 17.4.5 NG 9-1-1 Data Sharing Deployment Schedule

DEFINITION	MEASUREMENT METHOD	OBJECTIVE	RIGHTS AND REMEDIES
The Contractor shall deploy the NG 9-1-1 Data Sharing System to all PSAPs, and the State	Calendar days.	The Contractor shall deploy the first fifty (50) PSAPs within one hundred eighty (180)	Failure to meet the OBJECTIVE shall result in a \$5,000.00 credit/or adjustment for

within four hundred and eighty (480) days of contract execution.		<p>days of contract execution.</p> <p>The Contractor shall deploy at one hundred (100) PSAPs within two hundred and forty (240) days of contract execution.</p> <p>The Contractor shall deploy at two hundred (200) PSAPs within three hundred (300) days of contract execution.</p> <p>The Contractor shall deploy at (300) PSAPs within three hundred and sixty (360) days of contract execution.</p> <p>The Contractor shall deploy at four hundred (400) PSAPs within four hundred and twenty (420) days of contract execution.</p> <p>The Contractor shall deploy at the remaining PSAPs within four hundred and eighty (480) days of contract execution.</p>	each calendar day that the report is not delivered after the OBJECTIVE.
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#### 17.4.6 Critical Failure

DEFINITION	MEASUREMENT METHOD	OBJECTIVE	RIGHTS AND REMEDIES
<p>The NG 9-1-1 Data Sharing System shall be available 24/7/365. Failure is defined as any NG 9-1-1 Data Sharing System failure that prevents the sharing of data available in the system with Cal OES and the PSAP.</p>	<p>Critical Failure is calculated by dividing the total number of minutes (consecutive or non-consecutive) that the NG 9-1-1 Data Sharing System is available by the total number of minutes in the month</p>	<p>Tier 1: Any system failure greater than five (5) minutes and less than forty-four (44) minutes Critical.</p> <p>Tier 2: Any outage forty-four (44) to two hundred and forty (240) minutes in length</p> <p>Tier 3: Any outage two hundred and forty-one (241) to four hundred and eighty (480) minutes in length</p> <p>Tier 4: Any outage greater than four hundred and eighty-one (481) minutes</p>	<p>Each Tier 1 occurrence of a failure to meet this SLA OBJECTIVE shall result in a twenty percent (20%) credit of the NG 9-1-1 Data Sharing Service Cost Monthly Recurring Cost (MRC) for the affected PSAP(s).</p> <p>Each Tier 2 occurrence of a failure to meet this SLA OBJECTIVE shall result in a fifty percent (50%) credit of the NG 9-1-1 Data Sharing Service Cost MRC for the affected PSAP(s).</p> <p>Each Tier 3 occurrence of a failure to meet this SLA OBJECTIVE shall result in a 75% credit of the NG 9-1-1 Data Sharing Service Cost MRC for</p>

			<p>the affected PSAP(s).</p> <p>Each Tier 4 occurrence of a failure to meet this SLA OBJECTIVE shall result in a one hundred percent (100%) credit of the NG 9-1-1 Data Sharing Service Cost MRC for the affected PSAP(s).</p>
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#### 17.4.7 Outage Notification

DEFINITION	MEASUREMENT METHOD	OBJECTIVE	RIGHTS AND REMEDIES
<p>Outage is defined as critical failure of the NG 9-1-1 Data Sharing System (as defined in time to repair critical failure SLA).</p>	<p>Critical failure with a duration of fifteen (15) minutes or more.</p>	<p>Notification to Cal OES of all outages of fifteen (15) minutes or more. Cal OES shall be notified within fifteen (15) minutes of discovery of outage.</p>	<p>\$1,000 credit for failure to notify Cal OES within fifteen (15) minutes of outage.</p> <p>Failure to report continuing after the initial fifteen (15) minutes will result in an additional \$5,000 per every five (5) minute increment. Not to exceed \$25,000 per outage.</p>

#### 17.4.8 SLA Reporting

DEFINITION	MEASUREMENT METHOD	OBJECTIVE	RIGHTS AND REMEDIES
Contractors shall provide SLA reports for each month of activity during the term of the Contract.	Calendar days	Contractors shall deliver accurate and complete reports no more than ten (10) calendar days following the end of the applicable reporting month.	Each occurrence of a failure to meet the OBJECTIVE shall result in a \$1,000.00 credit for each business day that the report is not delivered.

#### 17.4.9 SLA Remittance

DEFINITION	MEASUREMENT METHOD	OBJECTIVE	RIGHTS AND REMEDIES
Timely remittance of service credits to the CA 9-1-1 Branch for missed SLA OBJECTIVES.	Billing cycle	Credit shall be applied to invoice no more than two (2) billing cycles after notification by the CA 9-1-1 Branch of the SLA to the vendor.	Each occurrence of an SLA remedy (credit) that is not remitted within two (2) billing cycles will result in an additional \$5,000.00 remittance for each billing cycle that the credit is not issued.

#### 17.4.10 Software Update Rollback

DEFINITION	MEASUREMENT METHOD	OBJECTIVE	RIGHTS AND REMEDIES
Contractor must be able to roll back to the previous version of CPE software within thirty (30) minutes of discovery when any update, bug fix, patch, hot fix, etc. causes a critical, failure at the PSAP.	Minutes	To prevent outages at the PSAP due to faulty software updates.	Contractor to provide \$500 credit or adjustment for every thirty (30) minutes after notification, until the CPE software is rolled back.

#### 17.4.11 Notified of Planned Maintenance

DEFINITION	MEASUREMENT METHOD	OBJECTIVE	RIGHTS AND REMEDIES
All planned maintenance shall be communicated to the CA 9-1-1 Branch as well as the PSAPs via written and verbal notification and justification.	Notification shall occur no less than forty-eight (48) hours prior to planned maintenance period.	To provide advanced warning, enabling Cal OES and the PSAPs time to prepare.	Lack of forty-eight (48) hours' notice shall result in a one-time \$10,000 credit to Cal OES.

#### 17.4.12 Non-Delivery of System Requirements

DEFINITION	MEASUREMENT METHOD	OBJECTIVE	RIGHTS AND REMEDIES
NG 9-1-1 Data Sharing System shall deliver all functional requirements as spelled out in this SOW as well as	Any non-functioning technical requirement, per RFP technical requirements.	To ensure all NG 9-1-1 Data Sharing System features and functions	Credit or adjustment of MRC for seventy-five percent (75%) of deployed PSAPs per

<p><u>EXHIBIT A:</u> <u>TECHNICAL</u> <u>REQUIREMENTS.</u> PSAP notification and subsequent validation of non-compliance shall be penalized by Cal OES.</p>		<p>are delivered to the State and PSAP.</p>	<p>month upon discovery and validation, until functionality is delivered and verified by the CA 9-1-1 Branch.</p> <p>If functionality is not delivered within eighteen (18) months, Cal OES shall consider this a breach of contract. All NG 9-1-1 Data Sharing services with the Contractor in CA will be terminated.</p>
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#### 17.4.13 Failure to Collaborate

DEFINITION	MEASUREMENT METHOD	OBJECTIVE	RIGHTS AND REMEDIES
<p>Contractor shall incorporate, when required, necessary Cal OES approved changes to the interface or connection between NGCS and CPE.</p>	<p>Calendar Days. Interface changes to NG 9-1-1 Data Sharing System shall be implemented within thirty (30) calendar days of successful completion of testing in the Cal OES NG 9-1-1 Lab.</p>	<p>To ensure collaboration and cooperation between NGCS and CPE Contractors, allowing for NG 9-1-1 evolution over time.</p>	<p>Failure to comply shall result in a \$500 per day credit, adjustment to Cal OES.</p>

#### 17.4.14 Root Cause Analysis for Critical Outages

DEFINITION	MEASUREMENT METHOD	OBJECTIVE	RIGHTS AND REMEDIES
Root cause analysis (RCA) shall be provided to Cal OES for any critical outages.	Calendar days Contractor shall provide RCA with fifteen (15) business days of any critical outage.	To give Cal OES visibility into the NG 9-1-1 Data Sharing system.	Failure to comply will result in a \$500 per day credit, adjustment to Cal OES

#### 17.4.15 System Monitoring / Dashboard

DEFINITION	MEASUREMENT METHOD	OBJECTIVE	RIGHTS AND REMEDIES
Contractor shall deliver all system monitoring access 24/7/365.	The monthly availability percentage equals the scheduled uptime per month less unavailable time divided by scheduled uptime per month, multiplied by one hundred (100). Scheduled uptime is based on 24x number of days in the month. The monthly availability percentage shall be based on the cumulative total of all outage durations for each calendar month.	Ninety-nine point nine-nine percent (99.99%) availability of system monitoring to Cal OES.	Each occurrence of a failure to meet this SLA OBJECTIVE shall result in a fifteen (15%) credit of the Vendor's total NG 9-1-1 Data Sharing Service Cost MRC.

#### 17.4.16 Cumulative / Multiple SLA Limitations

DEFINITION	MEASUREMENT METHOD	OBJECTIVE	RIGHTS AND REMEDIES
Contractor shall be responsible to remit credits, adjustments, and SLA reports in the event a single event triggers multiple SLAs.	Multiple SLAs triggered in a single month by a single event.	Establish a maximum SLA threshold.	In the event multiple SLAs are triggered by a single event in a single month, the total cumulative SLA credit / adjustment shall not exceed fifty percent (50%) of the total MRC for the month corresponding to the event, unless a single SLA violation identifies a larger right and remedy.

#### 17.4.17 Standards Compliance Updates

DEFINITION	MEASUREMENT METHOD	OBJECTIVE	RIGHTS AND REMEDIES
Contractor, shall update the NG 9-1-1 Data Collection System to comply with all industry standards, including NENA i3, based on the timeline and deployment process as directed by the CA 9-1-1 Branch. For most, but not	Timeline begins when directed by the CA 9-1-1 Branch. Measurement will be in calendar days.	Timely deployment of NG 9-1-1 Data Collection System upgrades based on notification by the CA 9-1-1 Branch.	Failure to deliver by fifteen (15) days of the CA 9-1-1 Branch directed deadline shall result in fifty percent (50%) credit of the total MRC.  Failure to deliver by one hundred and eighty (180) days of the CA 9-1-1 Branch directed

necessarily all updates, the CA 9-1-1 Branch will direct a minimum timeline of six (6) months.			<p>deadline shall result in one hundred percent (100%) credit of the total MRC and a Senior Executive shall appear at the 9-1-1 Advisory Board to report on the vendors failure to comply.</p> <p>Failure to deliver by three hundred and sixty-five (365) days of the CA 9-1-1 Branch directed deadline shall result in Contract termination.</p>
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### 17.5 Stop Clock Conditions

The following stop-clock conditions shall apply during the term of this Contract including any and all extensions. Timeframes are dependent on the length of time the Contractor takes to restore the service, minus the time associated with events outside of the Contractor's control, and approved by the CA 9-1-1 Branch, to prevent punitive damages from being assessed.

- a. Periods when a restoration or testing effort is delayed at the specific request of the PSAPs with CA 9-1-1 Branch approval. The stop-clock condition shall exist during the period the Contractor was delayed, provided that reasonable and documented efforts are made to contact the PSAPs during the applicable stop-clock period.
- b. Time after a service has been restored, but the PSAPs is not available to verify that the service is working.
- c. Restoration cannot be achieved because the problem has been isolated to wiring and/or connectivity that is not maintained by Contractor, or any of its subsidiaries, subcontractors, or affiliates.
- d. Trouble caused by a Uninterruptible Power Source (UPS) problem outside of the responsibility of the Contractor
- e. Lack of building entrance facilities or conduit structure that are the PSAPs responsibility to provide.

- f. PSAP access that is restricted as a result of an emergency.
- g. Site contact refuses access to technician who displays proper identification.
- h. Any problem or delay caused by a third party not under the control of Contractor, with CA 9-1-1 Branch approval. Contractor's affiliates, subsidiaries, or subcontractors under the control of Contractor are not subject to this stop-clock provision.

NOTE: A PSAPs request to hold a ticket open for observation shall not constitute a stop-clock condition. The PSAP or technician is required to open a new ticket for observation.

## **18. System Monitoring and Trouble Ticketing**

The Contractor shall develop and maintain a system monitoring dashboard and trouble ticketing service. The trouble ticketing service shall support e-bonding with RNSP and PNSP, per EXHIBIT A: TECHNICAL REQUIREMENTS.

## **19. Change Control Process**

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

## **20. Maintenance Plan**

Contractor shall be responsible for maintaining all cloud Data Sharing Services for the term of the Contract. No additional costs outside of the EXHIBIT B: COST WORKSHEETS, shall be incurred by the CA 9-1-1 Branch or the PSAP.

A final maintenance plan shall be submitted to the CA 9-1-1 Branch for review and approval within ninety (90) days from Contract execution. Planned or unplanned maintenance shall not disrupt 9-1-1 service or trigger any SLAs.

The Maintenance Plan shall include at a minimum:

- a. Hardware Issues
- b. Servers
- c. Switches
- d. Routers
- e. Software Issues
- f. Operating System Software Issues
- g. Security System Software Issues
- h. Connectivity Issues

## **21. Training**

The Contractor shall provide a detailed training program that outlines how training shall be provided to PSAP personnel, County Coordinators, Cal OES personnel, and others identified by Cal OES.

### **21.1 Training Plan**

The Contractor shall provide training and training materials to ensure that all users and administrators can proficiently use the Data Sharing system. The Contractor shall provide the following:

- a. A comprehensive training program that provides Data Sharing users with the skills necessary to operate all features of the system
- b. Training at a time mutually agreed upon by the PSAP and the Contractor. Training schedule to be created by Contractor
- c. Instructors proficient with the provided solution
- d. Training to be provided within two weeks of go-live (PSAP delays are not considered a reason to change the training schedule)
- e. Train no more than six (6) users per instructor, per class, unless a larger class is mutually agreed to by the PSAP and the Contractor. All training classes should be scheduled to reduce the number of site visits necessary to train all personnel
- f. In addition to user training, the Contractor will provide administrator training:
  - 1) This training shall cover routine functions accessible by a System Administrator, routine trouble shooting procedures and problem reporting procedures.
  - 2) Training shall be provided no more than thirty (30) calendar days following cutover.
  - 3) Training will also include an on-site instructor(s) at the beginning of the system acceptance testing period. The purpose of the instructor(s) will be to assist PSAP personnel as needed after they begin using the new equipment (cutover coach).
- g. Post-cutover training shall be provided to the PSAP upon the PSAP's request. Post-cutover training will be provided for no less than six (6) users or system administrators in any single training session.
- h. Appropriate manuals and other materials must be provided to each participant in training. All manuals and materials must be provided in an electronic format only. All training materials and data related to training are property of Cal OES.

- i. Online reference materials and manuals must be updated on a continual basis to reflect Data Sharing system upgrades, new functionality, and system releases.

## **21.2 Training on New Functionality**

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

## **22. Data Sharing System Acceptance**

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

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

The PSAP and the CA 9-1-1 Branch will determine the acceptability of all work performed and all work products produced by the Contractor as a result of this SOW.

### **Acceptance Testing Criteria:**

- a. No invoice shall be paid by the CA 9-1-1 Branch until all of the items on the Data Sharing system acceptance form are met, to be provided to the Contractor after contract award. Upon successful completion of the acceptance testing period, Cal OES shall sign system acceptance.
- b. The standard of performance for acceptance testing is defined as the operation of the NG 9-1-1 Data Sharing System to meet the requirements of this SOW and EXHIBIT A: TECHNICAL REQUIREMENTS.
- c. During the acceptance testing period, if the system is not performing as intended, the Contractor shall adhere to the response time requirements specified in this SOW.

## **23. Contract Performance**

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

The CA 9-1-1 Branch will notify the Contractor in writing within ten (10) State business days after completion of each phase of service of any acceptance

problems by identifying the specific inadequacies and/or failures in the services performed and/or the products produced by the Contractor.

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

The CA 9-1-1 Branch will, within ten (10) State business days after receipt of the Contractor's detailed explanation and/or proposed corrective action plan, notify the Contractor in writing whether it accepts or rejects the explanation and/or plan. If the CA 9-1-1 Branch rejects the explanation and/or plan, the Contractor will submit a revised corrective action plan within five (5) State business days of notification of rejection. Failure by the Contractor to respond to the CA 9-1-1 Branch's notification of rejection by submitting a revised corrective action plan within the required time limits may result in immediate termination of the Contract.

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

## **24. Data Handling**

### **24.1 Data Handling and Ownership**

All 9-1-1 traffic data shall be the property of the PSAP. All meta-data relating to this Contract shall be the property of the CA 9-1-1 Branch. All 9-1-1 traffic data and meta-data shall not be accessed or distributed by any Contractor or any of its subcontractors.

### **24.2 Call Data Records**

All 9-1-1 Call Data Records (CDR) are the property of the CA 9-1-1 Branch and shall be made available to the PSAP and stored in the system for a minimum of one (1) year, with the ability for the PSAP to download the data for local storage. The Contractor shall utilize Session Internet Protocol (SIP) metadata and i3 logging to monitor, track and verify data flow as a part of the CDR. All NG 9-1-1 metadata shall have a ten (10) year retention period.

### **24.3 9-1-1 Traffic and Data Sharing Data**

All 9-1-1 Traffic Data, all CAD data, and all Data Sharing data authorized to be shared by the PSAP as part of this service is the property of the PSAP and shall be

retained in the system for a minimum of one (1) year, with the ability for the PSAP to download the data for local storage.

## **25. Modifications, Clarifications and Additions to the General Provisions**

Pursuant to Agreement Number A221007471-2022 dated August 15, 2022 ("Agreement") by and between Rave Wireless Inc. dba Rave Mobile Safety ("Contractor") and California Governor's Office of Emergency Services ("Cal OES"), Contractor confirms that in connection therewith the terms and conditions of the Agreement apply to the provision of such services to each enrolled California Public Safety Answering Points ("PSAP"). For the avoidance of doubt, Contractor shall maintain insurance as required by the Agreement; Contractor shall be obligated to maintain the confidentiality of data in accordance with the terms of the Agreement; and Contractor's total aggregate liability for claims shall not exceed "Purchase Price".

## **26. PSAP Help Desk / Call Center**

Contractor shall provide a POC twenty-four (24) hours a day, seven (7) days a week, three hundred and sixty-five (365) days a year, for the CA 9-1-1 Branch, PSAP, and Contractor personnel to report trouble on the respective Data Analytics Services in accordance with requirements as identified in EXHIBIT A: TECHNICAL REQUIREMENTS. The Contractor shall provide help desk and call center service in accordance with EXHIBIT A: TECHNICAL REQUIREMENTS.

## **27. SaaS Subscription Support**

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

Website: [www.ravemobilesafety.com](http://www.ravemobilesafety.com)

E-mail: [support@ravemobilesafety.com](mailto:support@ravemobilesafety.com)

Phone: Non-emergency (888) 605-7164, Emergency (888) 605-7163

## **28. Cancellation Provisions**

Cal OES may exercise its option to terminate the resulting Agreement at any time with thirty (30) calendar days' prior written notice.

## 29. Federal Tax Administration Requirements

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

## 30. Security and Data Protection Requirements

The Cal OES must ensure agreements with state and non-state entities include provisions which protect and minimize risk to the state when engaging in the development, use, or maintenance of information systems, products, solutions, or services. In order to comply with the State Administrative Manual (SAM) Section 5305.8, Contractor must comply with the CLOUD COMPUTING SERVICES Software as a Service (SaaS) SPECIAL PROVISIONS - TELECOMMUNICATION (v. 05/03/2021) requirements incorporated by reference to this contract.

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

## 31. Budget Detail and Payment Provisions

- a. The Contractor shall be limited to two (2) months of back billing including any reconciliation effort, on all services and functionality ordered under the Contract. Invoices presented more than twelve (12) months after the formal acceptance of the service or functionality will not be considered valid and shall not be paid.
- b. The Contractor shall reconcile incorrect invoices within thirty (30) calendar days from the date of notification by CA 9-1-1 Branch of the discrepancy. The CA 9-1-1 Branch shall suspend all current charges when unresolved disputed items extend beyond ninety (90) days. Remittance shall resume to include any outstanding payments, upon resolution.
- c. The Contractor shall issue invoices to CA 9-1-1 Branch for only those milestone services after system testing and acceptance, as agreed by CA 9-1-1 Branch. The NRC and the MRC shall be on separate invoices.
- d. The Contractor shall render invoices for total monthly service charges following the month for which the charges accrue. Monthly service billing shall only be billed in full month increments after service has been rendered.
- e. The Contractor shall provide invoices under this Contract in accordance with the CA 9-1-1 Branch Operations Manual. All invoices submitted to the CA 9-1-1 Branch as a result of this Contract will be billed separately from other charges the Contractor may currently be billing.
- f. Payment for services performed under this contract shall not exceed the rates listed in EXHIBIT B: COST WORKSHEETS. It shall be the CA 9-1-1 Branch

NG 9-1-1 Manager's sole determination as to whether a service has been successfully completed and is acceptable.

- g. Submit electronic invoices with reference to the Contract number to:

Email: [CA911Invoicing@caloes.ca.gov](mailto:CA911Invoicing@caloes.ca.gov)

California Governor's Office of Emergency Services

Public Safety Communications

Attention: CA 9-1-1 Branch

9-1-1 Reconciliation Unit

601 Sequoia Pacific Blvd., MS 9-1-1

Sacramento, CA 95811

- h. The Contractor shall not assess late fees for any reason.
- i. The Contractor costs related to items such as travel or per diem are costs of the Contractor and will not be paid separately as part of this Contract.

### **32. 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.

### 33. Glossary of Terms

Term/Acronym	Definition
9-1-1 Office	Directed to administer funding for equipment and services related to the delivery of 9-1-1 calls in California based upon laws passed by the State Legislature, as defined in California Government Code, Section 53100 et seq.; and, the California Revenue and Taxation Code, Section 41001 - 41019 et seq., Emergency Telephone Users Surcharge Act.
9-1-1 traffic	Includes all voice, data, text, pictures, videos, and any future technologies capable of delivering to PSAP over the NG9-1-1 Network.
Bidder	<ol style="list-style-type: none"><li>1. A supplier who submits, or has identified their intention to submit, a bid to the State in response to a solicitation.</li><li>2. An individual, sole proprietorship, firm, partnership, corporation, or any other business venture that responds to a solicitation.</li></ol>
Business Requirements	Higher-level statement of the goals, objectives, or needs of the Agency/state entity. Business requirements describe the reasons why a project has been initiated, the objective that the project will achieve, and the metrics that will be used to measure its success. Business requirements describe the needs of the Agency/state entity as a whole, not the groups or stakeholders within it.
Call	A conversation or communication using voice, text, or video with common communication systems.
Commercial Off-The-Shelf (COTS) Software	A computer hardware or software product that is ready-made for specific uses and available for sale to the general public. COTS products are designed to be installed without requiring custom development. For example, Microsoft Office is a COTS product that is a packaged software solution for businesses and individuals. The set of rules for COTS is defined by the Federal Acquisition Regulation (FAR).

Custom Solution	Typically, computer software developed for a specific customer to accommodate the customer's particular requirements, preferences, and expectations.
Deviation	A deviation in the bid response that cannot be accepted by the State because it is not in substantial accord with the solicitation requirements, provides an advantage to one bidder over other bidders, or has a potentially significant effect on the delivery, quantity, or quality of items bid, amount paid to the Contractor, or on the cost to the State.
Final Proposal	A final offer made in response to a request to perform a contract for work/labor or to supply goods at a specified price. Also known as a Final Bid.
Functional Requirements	Functional requirements represent the business objectives, needs and outcomes of all stakeholders. They should be organized and presented in context of and with a baseline business process/workflow that they describe. They provide a description of what an enabling solution should provide and specifies essential details of a solution for stakeholders as a means to express and manage expectations. They describe actions and operations that the solution must be able to perform. They can describe services, reactions, and behaviors of the solution. They also describe information the solution will manage. The requirements should be expressed in business terms and should not include any technical references. The requirement should identify "what" is required to meet the business objective, not "how" the requirement will be implemented.
Modified Off-The-Shelf (MOTS) Software	Typically, a COTS product with source code made available to the purchaser to allow for modifications. The product may be customized by the purchaser, by a vendor, or by another party to meet the requirements of the customer. Since MOTS product specifications are written by external sources, purchasers may not have control of future changes to the product.
Non-Functional Requirements	Non-functional requirements provide criteria to evaluate the operation of an enabling solution and primarily represent qualities of (expectations and characteristics) and constraints on (e.g., governmental regulations) the solution. They capture conditions that do not directly relate to the behavior or

	<p>functionality of the solution, but rather describe environmental conditions of an effective solution or productive qualities of the solution. Mid-level non-functional requirements also define quality of service requirements, such as those relating to required capacity, speed, security, privacy, availability, response time, throughput, usability, and the information architecture and presentation of the user interfaces.</p>
Project/Transitional Requirements	<p>Project/transition requirements describe capabilities that the solution must have in order to facilitate the transition from the current state of the enterprise to a desired future state. Mid-level project/transition requirements are differentiated from other requirement types because they are usually temporary in nature and will not be needed once the transition is complete. They typically cover process requirements imposed through the Contract, such as mandating a particular design method, administrative requirements, data conversion and migration from existing systems, interfaces, skill gaps that must be addressed, and other related changes required to reach the desired future state.</p>
Responsive Bidder	<p>A bidder whose solicitation response is compliant with the solicitation requirements and indicates performance without material deviation from the terms and conditions of the proposed contract.</p>
Responsible Bidder	<p>A bidder who is fully capable of performing the contract. Considerations include a supplier deemed to satisfactorily demonstrate some or all of the following, pertinent to the specific transaction:</p> <ol style="list-style-type: none"> <li>1. Adequate financial resources or the ability to obtain the resources required to perform the contract;</li> <li>2. An adequate cost accounting system;</li> <li>3. The capability to comply with the required or proposed delivery or performance schedule considering all existing commitments;</li> <li>4. A satisfactory record of performance;</li> <li>5. A satisfactory record of integrity;</li> <li>6. Qualified and eligible to receive an award under all applicable laws and regulations; and/or</li> </ol>

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

**Contract A211007471-2022 AMD 1**

**EXHIBIT B, COST WORKBOOK**

**CA Next Generation 9-1-1 Data Sharing**

**April 13, 2022**

Issued by:

**STATE OF CALIFORNIA**

California Governor's Office of Emergency Services

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

### **CA NG 9-1-1 Data Sharing Cost Workbook Instructions**

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

Costs will be evaluated as 50% of the bid. The number of PSAPs and positions listed in the quantity column of Tab #2 through #4 are estimates that will be used for evaluation only. The unit price and all boxes that are not grayed out will be the responsibility of the bidder to complete.

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

Bidders shall enter the Bidder's cost for each service element or feature in the unshaded cells in each Cost Worksheet. The submitted costs contained within these tables will be used for evaluation purposes.

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

The Bidder shall provide one (1) single, uniform price throughout the entire state of California.

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

### **COST WORKSHEET ELEMENTS**

The Cost Worksheets elements shall include the following definitions:

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

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

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

Monthly Recurring Charge per line item (unit of measure) are "fee for service" charges. Monthly recurring charges for services or features shall be provided, where applicable. When a Monthly Recurring Charge does not apply the cell should be represented by a zero (0) or is simply left blank.

#### **Data Portal Service Costs in Tab #2:**

The Data Portal Service Costs are the costs associated with providing all services to support technical requirements for the Data Portal in Exhibit A and the requirements in the SOW.

#### **Data Conveyance Costs in Tab #3:**

The Data Conveyance Service Costs are the costs associated with providing all services to support technical requirements for the Data Conveyance in Exhibit A and the requirements in the SOW.

#### **Labor Costs in Tab #4:**

The Labor Costs are the costs associated with providing services that may be needed after the initial installation of the equipment. Labor Costs will not be used to support any of the initial deployment effort and will only be utilized after receiving direction from the CA 9-1-1 Branch.

**CA NG911 Data Sharing Cost Summary**

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

Length of Contract in Years: 5

CA NG 911 Data Sharing Cost Summary Table		Total NRC Costs	Total MRC Extended Costs
	Total Evaluated Cost (84 month of MRC) - Data Portal Service		\$ 28,500,000.00
	Total Evaluated Cost (84 month of MRC) - Data Conveyance Service		\$ 4,284,000.00
	Total Evaluated Cost (60 month of MRC) - DIS Mobile Access		\$ 12,000,000.00
	Total Evaluated Non-Recurring Costs (NRC) - Data Sharing Services	\$ 3,398,000.00	
	NRC Total	\$ 3,398,000.00	
	AMD 1 MRC Total		\$ 44,784,000.00

<b>GRAND TOTAL (NRC + MRC) USED FOR EVALUATION</b>		<b>\$ 48,182,000.00</b>
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Estimated Annual \$ 8,956,800.00

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

A	B	C	D	E	F	G
Line Item #	Feature Name	Feature Description	Quantity	Unit of Measure	Monthly Recurring Charge	Total Extended Annual Cost (D*F*12mo)
B.2.1	MRC Data Portal service - Data Integration	Cost to integrate data into the Portal from any source	1	Statewide	200,000.0000	\$ 2,400,000.00
B.2.2	MRC Data Portal Service - Display	Cost to maintain Data Portal statewide	1	Statewide	275,000.0000	\$ 3,300,000.00
	MRC Total					\$ 5,700,000.00

The cells that are not greyed out contain Cal OES estimates based on allocated budget for this project.

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

A	B	C	D	E	F	G
Line Item #	Feature Name	Feature Description	Quantity	Unit of Measure	Monthly Recurring Charge	Total Extended Annual Cost (D*F*12mo)
B.3.1	MRC Data Conveyance - Small PSAPs	Integration equipment and installation at PSAP with less than 1,000 unique CAD incidents per month	152	Per PSAP	100.0000	\$ 182,400.00
B.3.2	MRC Data Conveyance - Medium PSAPs	Integration equipment and installation at PSAP with more than 1,000 but less than 25,000 unique CAD incidents per month	290	Per PSAP	180.0000	\$ 626,400.00
B.3.3	MRC Data Conveyance - Large PSAPs	Integration equipment and installation at PSAP with over 25,000 unique CAD incidents per month	8	Per PSAP	500.0000	\$ 48,000.00
	MRC Total					\$ 856,800.00

The cells that are not greyed out contain Cal OES estimates based on allocated budget for this project.

**CA NG 911 Data Sharing NRC Costs - All implementation/on going maintenance is all inclusive of costs**

A	B	C	D	E	F	G
Line Item #	Feature Name	Feature Description	Quantity	Unit of Measure	Non-Recurring (One Time Charge)	Total Extended NRC Costs
B.4.1	NRC Integration Equipment Install at PSAP	Integration equipment and installation at PSAP	450	Per PSAP	2,500.0000	\$ 1,125,000.00
B.4.2	NRC Basic API Development	One time 1-3 month API development outside of SOW requirements	1	Per API as approved by Cal OES	20,000.0000	\$ 20,000.00
B.4.3	NRC Intermediate API Development	One Time 3-6 month API development outside of SOW requirements	1	Per API as approved by Cal OES	35,000.0000	\$ 35,000.00
B.4.4	NRC Complex API Development	One Time 6-9 month API development outside of SOW requirements	1	Per API as approved by Cal OES	60,000.0000	\$ 60,000.00
B.4.5	Project Startup Costs	One time cost, upon approval of CA 9-1-1 Branch	1	Per Contract as approved by Cal OES	\$2,158,000.00	\$ 2,158,000.00
	NRC Total					\$ 3,398,000.00

The cells that are not greyed out contain Cal OES estimates based on allocated budget for this project.

**CA NG 911 Data Sharing Labor Costs - All implementation/on going maintenance is all inclusive of costs**

A	B	C	D	E	F	G
Line Item #	Feature Name	Feature Description	Quantity	Unit of Measure	Non-Recurring (One Time Charge)	Total Extended NRC Costs
B.5.1	NG9-1-1 Data Sharing Service Support	Per SOW Requirements	0	Per Hour	200.0000	\$ -
	NRC Total					\$ -

Labor is only for activities beyond what is included in the SOW. Labor rates will only be used when directed by CA 9-1-1 Branch.

The cells that are not greyed out contain Cal OES estimates based on allocated budget for this project.

**CA NG 911 DIS Mobile App - All implementation/on going maintenance is all inclusive of costs**

A	B	C	D	E	F	G
Line Item #	Feature Name	Feature Description	Quantity	Unit of Measure	Monthly Recurring Charge	Total Extended Annual Cost (D*Fx12mo)
B.6.1	MRC DIS Mobile App	MRC for mobile device to be able to access DIS for 0-20,000 devices.	20,000	Per Device	10.0000	\$ 2,400,000.00
B.6.2	MRC DIS Mobile App	MRC for mobile device to be able to access DIS for 20,001-50,000 devices.	0	Per Device	8.0000	\$ -
B.6.3	MRC DIS Mobile App	MRC for mobile device to be able to access DIS for over 50,000.	0	Per Device	7.0000	\$ -
	MRC Total					\$ 2,400,000.00

The cells that are not greyed out contain Cal OES estimates based on allocated budget for this project.