

AGREEMENT NUMBER A211007351-2022

1.	This Agreement is entered into between the Contracting Agency and the Contractor named below:	
	CONTRACTING AGENCY NAME <u>California Governor's Office of Emergency Services (Cal OES)</u>	
	CONTRACTOR NAME <u>Intrado Life & Safety Solutions Corporation</u>	
2.	The term of this Agreement is:	July 27, 2022, or upon approval by CDT-STP, whichever is later, through July 26, 2025, with two (2) two (2) year optional extensions.
3.	The maximum amount of this Agreement is:	\$ 23,740,000.00 <i>(Twenty-Three Million Seven Hundred Forty Thousand Dollars and Zero Cents)</i>
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 Analytics Services (DAS) Agreement:	
	<i>EXHIBIT TITLE</i>	<i>PAGES</i>
	Attachment 1: Appendix A – Statement of Work	65
	Exhibit A – Technical Requirements	14
	Exhibit B – Cost Worksheets	5
	Exhibit C – General Provisions for Electronic Vendor Application of Qualifications (eVAQ #19-001)	80
	Exhibit D – Cloud Computing Services Software as a Service (SaaS) Special Provisions -Telecommunications	6
	Contractor's Narrative Responses (Attachment 17 – Technical Requirements Narrative Response)	37
	* EVAQ0001826 in its entirety	
	* RFP #A211007351-2022 in its entirety	
	* Bidder's Response in its entirety, including BAFO	
	Items shown with an asterisk (*) are hereby incorporated by reference and made part of this agreement as if attached hereto.	

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

CONTRACTOR	Department of Technology (CDT), Statewide Technology Procurement (STP) Use Only
CONTRACTOR NAME <i>(If other than an individual, state whether a corporation, partnership, etc.)</i> Intrado Life & Safety Solutions Corporation	
CONTRACTOR AUTHORIZED SIGNATURE  <small>Jeffery Robertson (Jul 26, 2022 10:34 MDT)</small>	DATE SIGNED Jul 26, 2022
PRINTED NAME AND TITLE OF PERSON SIGNING Jeffery Robertson, President	
ADDRESS 1601 Dry Creek Drive, Longmont, CO 80503	
STATE OF CALIFORNIA	
CONTRACTING AGENCY NAME California Governor's Office of Emergency Services	
CONTRACTING AGENCY AUTHORIZED SIGNATURE  <small>Heather Carlson (Jul 26, 2022 09:36 PDT)</small>	DATE SIGNED Jul 26, 2022
PRINTED NAME AND TITLE OF PERSON SIGNING Heather Carlson, Assistant Director – Administrative Services	
CONTRACTING AGENCY ADDRESS 3650 Schriever Avenue, Mather, CA 95655	

California Department of Technology

APPROVED

Jul 26, 2022

DATE

Samit Wangnoo

Signed _____

Statewide Technology Procurement

EXEMPT PER:

ATTACHMENT 1: APPENDIX A - STATEMENT OF WORK

1. CONTRACT DESCRIPTION

Intrado Life & Safety Solutions Corporation (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 Analytics Services (hereinafter referred to as “9-1-1 DAS) 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 statute Government Code (GC) Sections 53100-53121 to manage and oversee the 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 shall 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 Data Analytics, which will provide Cal OES and every PSAP in California, the ability to analyze data and produce reports from legacy and cloud 9-1-1 Call Processing Equipment (CPE), the legacy 9-1-1 system, and the Next Generation 9-1-1 (NG 9-1-1) system using legacy 9-1-1 data, NG 9-1-1 data, CPE data, and National Emergency Number Association (NENA)i3 logs.

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 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 CDT, Statewide Technology Procurement (STP), the term of the Contract is three (3) years, with an estimated start date of 07/27/2022.

The State, at its sole discretion, may exercise its option to execute two (2) two (2) year extensions to perform data analytics 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 Statewide Technology Procurement under Public Contract Code (PCC) Section 12100. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved by oversight agencies if required. No oral understanding not incorporated in the Agreement is binding on any of the parties.

5. CONTRACT CONTACTS

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

For service related inquires:

State: California Governor's Office of Emergency Services

Name: Ryan Sunahara

Address: 601 Sequoia Pacific Blvd., Sacramento, CA 95811

Phone: 916-894-5028

E-mail: Ryan.Sunahara@CalOES.ca.gov

Contractor: Intrado Life & Safety Solutions Corporation

Name: Jordan Elliston

Address: 1601 Dry Creek Drive, Longmont, CO 80503

Phone: 916-618-8520

E-mail: jaelliston@intrado.com

For Agreement administrative inquires:

State: California Governor's Office of Emergency Services

Name: Don Jones

Address: 601 Sequoia Pacific Blvd., Sacramento, CA 95811

Phone: 916-894-5241

E-mail: donald.jones@caloes.ca.gov

Contractor: Intrado Life & Safety Solutions Corporation

Name: Tiffany Chambers

Address: 1601 Dry Creek Drive, Longmont, CO 80503

Phone: 678-925-8912

E-mail: [tachambers@intrado.com](mailto:tchambers@intrado.com)

6. REPORTING SERVICES DATA COLLECTION

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 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 Reporting System to view reports. The level of access provided to each User based on Authorization Levels for PSAP personnel, County Coordinators, and Cal OES personnel. User access shall only be authorized by the Cal OES Project Manager or their designee.

7. REPORTING SYSTEM FEATURES

7.1. NG9-1-1 Data Analytics

NG 9-1-1 data collected from legacy and cloud 9-1-1 CPE, the legacy 9-1-1 system, and the NG 9-1-1 system using legacy 9-1-1 data, NG 9-1-1 data, CPE data, and NENA i3 logs, shall be the source data used to develop the required reports. The reports shall include, but may not be limited, to those identified in EXHIBIT A: TECHNICAL REQUIREMENTS, and the SOW. The reports shall include, but may not be limited to, the following data fields:

1. Date
2. Circuit Seized Time

3. Circuit Release Time
4. Circuit Number
5. Ring Start Time
6. Ring Time End
7. ACD Queue Time Start
8. ACD Queue Time End
9. Call On Hold
10. Call Off Hold
11. Answer Position Number
12. Position Ring Time Start
13. Position Ring Time End
14. Abandoned Call Indicator
15. TDD Call
16. Call Transfer Time
17. Transfer PSAP
18. Standard ALI Data
19. Hourly Controller Stamp
20. Automatic Abandoned Callback Data
21. ANI
22. Calling Party/Reporting Party Number
23. Abandoned Start Time
24. Abandoned End Time
25. Agent Data
26. Answer Time
27. Queue Data
28. Call Type
29. 29 Circuit/Line/Trunk Group Name/Number
30. Internal/External Transfer Indicator
31. Non-Service Initiated Call Indicator
32. PSAP Demographic Data

The legacy and cloud 9-1-1 CPE providers and the NG 9-1-1 providers are responsible for providing the Call Data Records (CDR), CPE, and i3 log data. The Contractor shall collect, parse, and provide reports from the CDR, CPE, and i3 log data. The Contractor is not responsible for missing CDR and i3 data from the CPE and NG 9-1-1 vendors. The Contractor is responsible for reporting missing elements to Cal OES representatives.

7.2. 10-Digit Emergency Circuits

The current call reporting systems collect data on 10-Digit Emergency circuits and occasionally on administrative circuits. Going forward, the Reporting System shall only track call activity on 9-1-1 data, and on any 10-Digit data that can be collected based on the data available from NG 9-1-1, legacy CPE, and Cloud CPE.

7.3. Preconfigured Reports

The Reporting System shall use the CPE, CDR, and i3 log data to develop statistical reports that Users can access through a website established and maintained by the Contractor. The Contractor shall parse and organize the data so that the Reports can be generated by CDR or i3 data element, category of call (9-1-1 or 10-Digit Emergency), specified time periods, and other criteria identified by the User as described in EXHIBIT A: TECHNICAL REQUIREMENTS and that are required in the SOW.

Contractor shall provide a sample of the Preconfigured Reports and the method by which each Report will be generated, CDR and i3 log data elements and calculations.

The Contractor's solution shall provide the Reports available as a menu option to Users after successful login to the designated website. The Reports shall allow the User to select a PSAP from a drop-down list. Once the User has selected a PSAP to view, a list of Preconfigured Reports will be made available. The specific PSAP(s) and the Reports available to each User will be based on the level of access that is assigned to the User in their respective logon profile.

After selecting a PSAP, the User will then be allowed to select a Report to run and Category of calls to include in the Report. Report Categories shall include "All calls", "9-1-1 calls only", "9-1-1 Abandoned Calls", "10-Digit Emergency Calls" and "10-Digit Emergency Abandoned Calls".

The Report shall include the capability to define the date ranges to generate the report. The date ranges shall include the ability to select various time periods including minutes, hours, day, week, month, and year.

Based on the Access Level, Users will be able to select the category of the call, the date-range, the region to be run for all reports (i.e. PSAPs, County, or statewide), PSAP size categories based upon the deployed answering positions (i.e. small (3 or less), medium (4-7), large (8-12), or very large (13+)), and agency affiliation (e.g. CHP, CalFire, etc.). Due to the unique nature of calls received at the CHP

PSAPs, comparison data will be presented with and without CHP data.

Each Report shall be provided to the User in a default format as determined by the Cal OES Project Coordinator and will include the option to view and print the data in any chosen graphical format. These graphical format options shall include bar, line, area, or pie-charts that Users may select to emphasize or display data for a particular report.

A description/definition of each Report shall be made available to the Users as part of the Preconfigured Report page. The description/definition will describe each Report, the requirements to run the Report, data element definitions, and how to run the Report.

The NG 9-1-1 Data Analytics System shall provide at a minimum the preconfigured reports as described in EXHIBIT A: TECHNICAL REQUIREMENTS and that are required in the SOW, and all Ad-Hoc reports. The Basic, Intermediate, and Complex reports identified in EXHIBIT A: TECHNICAL REQUIREMENTS A.1.5 through A.1.7 are only authorized when the Ad-Hoc reporting will not meet the PSAP needs and upon approval from Cal OES. All standard reports shall include what is in the existing statewide analytics solution, and what it is required to support the functional requirements included in EXHIBIT A: TECHNICAL REQUIREMENTS, some of which are identified below. Upon contract execution a complete list of reports will be provided to the Contractor.

7.3.1. Call Summary Report

The Call Summary Report shall list the number of calls received by category for each day of the named time period. The category is defined by how the circuit is terminated at the PSAP (either 9-1-1 or 10-Digit emergency) and by the Abandoned Call Indicator in the CDR data string.

7.3.2. Calls Per Hour Report

The Calls Per Hour Report shall identify the number of calls received for each hour of each day, by Category for each PSAP. A “call” is defined as a 9-1-1 or 10-Digit Emergency call that is seized by a circuit at the PSAP and answered by an attendant at the PSAP or is abandoned before it is answered.

7.3.3. Top 20 Busiest Hours Report

The Top 20 Busiest Hours Report is used by the Cal OES to help determine the amount of 9-1-1 call traffic that a PSAP experiences during its busiest days.

The Top 20 Busiest Hours Report shall display the number of 9-1-1 calls received and the average duration of calls by hour for each of the 20 busiest hours for **each calendar month for up to 18 consecutive months**. "Busiest hour" will be determined by the average duration and number of calls in each hour during each month. Users will be given the option to choose "last 18 months" for the data range.

The Top 20 Busiest Hours Report shall list, for each month, the busiest hour first by date, then by hour, the number of calls, average duration, and shall also include the total calls for each month and the average duration of all calls during the month.

7.3.4. Average Call Duration Report

The Average Call Duration Report indicates the average amount of time it takes for a call to be processed by a PSAP. "Average Call Duration" is defined as the period of time from circuit seizure at the PSAP until the call is terminated. This includes all of time between circuit seizure and circuit release, including but not limited to queue time (if applicable), ring time, hold time (if applicable) and talk time. If the call is answered by an ACD, the ring time shall be defined as the time the ACD makes the call available to be answered by an attendant, and the time the attendant answers the call. The Average Call Duration Report will include all of the duration times named above.

For PSAPs that have ACD queues, the Average Call Duration Report shall show how long a call was in queue before being presented to an attendant. The queue time is defined as the time the call is answered by the ACD queue until the time an ACD makes the call available to be answered by a live attendant.

7.3.5. Calls By Circuit Report

The Calls by Circuit Report is one of the tools used to measure circuit utilization. The Calls by Circuit Report shall include the number of calls received on each circuit by day during the selected timeframe.

The Calls by Circuit Reports shall include an option for the date-range to be identified by the User.

7.3.6. Circuit Utilization Report

The Circuit Utilization Report is another tool for measuring the effectiveness of the 9-1-1 circuit configuration. The Circuit Utilization Report shall reflect the amount of time that one or more 9-1-1 circuits in each trunk group are utilized simultaneously. This Report will be generated for each trunk group deployed at the PSAP and will be based on the time circuits are engaged (circuit seizure to circuit release).

7.3.7. PSAP Speed of Answer Report

The PSAP Speed of Answer Report is a tool for measuring the efficiency of PSAPs in terms of answering calls in a timely manner. The Cal OES has established a standard for all California PSAPs to answer at least 95% of the 9-1-1 calls within 15 seconds. The PSAP Speed of Answer Report shall list the number of calls answered within various time frames and the associated percentage for each time frame and will explicitly include one time frame that describes calls answered within 15 seconds. "Answered time" is defined as the period beginning with the time the circuit is seized until the time the call is answered by a live attendant or abandoned by the caller. The answered time includes queue time (if applicable), and ring time when ring tones are generated by the CPE.

7.3.8. Last Twelve Months Speed of Answer Report

The Last Twelve Months Speed of Answer Report is similar to the PSAP Speed of Answer Report except it includes monthly performance data for the PSAP as well as monthly comparative data for all PSAPs of the same size and all PSAPs in the County.

7.3.9. Class of Service Report

The Contractor shall provide the Class of Service Reports based on the CDR data from each PSAP. The Class of Service Report shall fall into Class of Service categories for legacy and NENA i3 as defined by Cal OES.

The Class of Service Report shall be generated on a specified monthly date-range identified by the User. The Class of Service Report shall only be available on 9-1-1 and 9-1-1 abandoned calls with the total number of all calls by Class of Service indicated for each day. The Reporting System shall provide an option to the User to include the average duration of each class of call. "Duration" shall be defined as the total amount of time from circuit seizure to circuit release and includes any and all hold times for the call.

7.3.10. Raw Data Report

The Raw Data Report shall include the "raw" CDR data and "raw" i3 logs (for NG 9-1-1 calls) associated with each call processed by the 9-1-1 CPE and presented to the reporting Contractor. The Raw Data Report will list all of the CDR data for an entire day in chronological order based time stamp inserted by the on-site storage device.

7.3.11. Call Trace Report

The purpose of the Call Trace Report is to allow a User to trace a 9-1-1 call from the time the call is delivered to a PSAP until the time it is terminated by the caller. This will include tracking of any transfers within and between PSAPs that have taken place during the call.

The perspective Contractor shall provide a proposed Call Trace Report format and will also include a description of how the report will be generated, including source data fields.

7.3.12. Management Reports

The Reporting System will provide Management Reports that will aid the Cal OES in identifying funding and operational issues. All Management Reports will be made available to specific Cal OES personnel on a monthly basis, and will provide data on the PSAPs assigned to each Cal OES 9-1-1 Advisor. The Cal OES personnel will be notified via email once the Management Reports are available for viewing. Management Reports for the previous month shall be made available to the Cal OES designees no more than ten (10) Business Days following the last day of the previous month. The Management Reports will include different sets of PSAPs for each of the Cal OES Advisors as described below.

7.3.13. Trunk Utilization Report

The Trunk Group Utilization Report will list each trunk group at any PSAPs where not all 9-1-1 circuits in a trunk group have been busy at the same time at least once during the tracking period. This report will not list any two-circuit trunk groups. The report shall provide a single report that identifies potential problems with the 9-1-1 circuit allocations.

The Trunk Group Report example provided in Example K is for all of the counties in the geographical area assigned to one State 9-1-1 Advisor and includes data from all of the PSAPs in those counties that meet the qualifications described above. The Cal OES will work with the Contractor during the development phase to finalize the Report format.

The equivalent type of report for NG 9-1-1 traffic shall be developed by the Contractor based on data available from NG 9-1-1 and CPE.

Note: The Cal OES will provide data on each trunk group to be maintained as part of the profile for each PSAP included in the reporting Contractor's database.

7.3.14. Speed of Answer Exception Report

The Speed of Answer Exception Report lists all of the PSAPs where less than 90% of the incoming calls on 9-1-1 and 10-Digit Emergency Circuits were answered in 10 seconds or less. Each Speed of Answer Exception Report will be specific for each Cal OES Advisor and will list all of their respective PSAPs that fail to meet the State's standard (90% answered within 10 seconds). This report will also provide comparison data on the speed of answer performance for the respective counties and size classification of each PSAP.

7.3.15. Daily Outage Report

In order for the Cal OES to properly manage the Reporting System and be prepared to provide accurate responses to inquiries from third parties such as the State Legislature and the press, they must be kept aware of conditions associated with the Reporting System that impact the integrity of the data. The Contractor will advise the Cal OES designee listed in Section 4. Contract Contacts, daily, via email of the PSAPs that were not reporting call data during the previous day and the number of days that the Contractor has been unable to collect call data. The Daily Outage Report will include all outage incidents, regardless of the associated Cal

OES Advisors and will include the reference number of the trouble ticket(s) associated with the outage.

7.3.16. Monthly Outage Report

The Cal OES needs to be aware of the Reporting System outages in a summary format each month. The Monthly Outage Report will include a summary of all of the incidents that were detailed in the Daily Outage Reports during the month. A Monthly Outage Report will be generated for each Cal OES Advisor reflecting the outages that affected their PSAPs within their assigned counties and all System related outages.

7.3.17. Redirected Wireless Call Report

In order to properly manage the routing of wireless calls, the Cal OES needs to be aware of all cell sectors where an excess amount of calls are routed to another primary PSAP each month. This report will name each cell sector where more than a given percentage stipulated by the Cal OES Project Manager, such as 50%, of 9-1-1 calls that were transferred to another primary PSAP during the previous month.

In addition to the normal distribution of the Management Reports as described in Section 7.3.12 above, a copy of each of the monthly Redirected Wireless Call Reports will also be provided to the State Wireless 9-1-1 Project Coordinator.

7.3.18. 10-Digit Emergency Call Report

The Cal OES is responsible for the network costs for emergency calls to all funded PSAPs including calls that are routed on 9-1-1 circuits and on some 10-digit emergency circuits. The 10-Digit Emergency Call Report will provide a list of any 10-digit emergency circuits that receive more than 10% of their total emergency call volume (9-1-1 and 10-Digit Emergency calls) on those circuits.

7.3.19. Ad-Hoc Reports

A critical function of the Reporting System will be the ability for Users to access and utilize the “ad-hoc” reporting function. This function will allow the User to generate reports on selected calls and data fields¹ for those calls. The reports shall include,

but may not be limited, to those identified in EXHIBIT A: TECHNICAL REQUIREMENTS, and the ATTACHMENT 1: APPENDIX A - STATEMENT OF WORK.

At a minimum, the Reporting System shall allow the User to select a PSAP, a county, a PSAP type (Police, Fire, University, etc.), agency, PSAP size category, the type of call (all 9-1-1 calls, abandoned 9-1-1 calls, 10-Digit Emergency calls, or abandoned 10-Digit Emergency calls or any combination thereof) and a date range for the system to search for selected data. The User will select one or more CDR data elements or fields (i.e., Class of Service, PSAP Name, Ring Time, etc.), or simply a call count without any CDR elements or fields. Users shall also have the ability to include logical qualifications in the query such as “if, then” statements.

The User shall also be able to select Ring Time and Call Duration with the ability to select calls that are less than or greater than a User-identified duration. For example, a User shall be able to request a report for Bakersfield PD for all calls with duration of more than 5 minutes 30 seconds for the month of November 2022.

For wireless and VoIP calls, the Reporting System shall allow Users to pull reports based on the service provider.

Once the User has identified the elements required for the ad-hoc report, the User will name the report. The system will run the report based on the criteria given by the User. The Reporting System shall include the option of saving the report for later modification or deleting the report from the system.

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

8.2. Transition Strategy

Contractor shall include the transition strategy for replacing the current system(s) while maintaining the current level of data collection and reporting in the Implementation Plan. This transition strategy must include timelines, identify major milestones, and describe in detail how Users can generate required reports while transitioning to the new Reporting System.

In addition, the Contractor shall work with the Cal OES and the current reporting vendor to obtain current and archived data on the old systems.

Any data used by the Contractor is the property of Cal OES. At least ninety (90) days prior to completion or termination of this contract, the Contractor will work with Cal OES to transition any data stored to the 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 and the EXHIBIT A: TECHNICAL REQUIREMENTS have been met.

9.1. System Acceptance

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

- A. User interface – The Contractor shall demonstrate accessing the Reporting System, including how to obtain a User login and password. The Contractor shall demonstrate logging into the Reporting System web site and navigating through the system, including requesting Reports. The Contractor shall provide the Reports outlined in Section 7. 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 CDR 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 Cal OES intends that each of the ten PSAPs will use a different CPE configuration and corresponding CDR string.
- C. User Permissions – The Contractor shall support the unique functionality needed for PSAPs, County Coordinators, and Cal OES.

9.2. Ongoing Implementation Schedule

When the 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 be allowed to begin the process of implementing the Reporting System statewide. The Contractor shall work with the Cal OES or designee to finalize the Implementation Plan for statewide deployment.

Following initial Reporting System acceptance, the Cal OES will work with the Contractor to develop a schedule for implementation of data collection at the remaining PSAPs. The implementation schedule will include groupings of fifteen (15) PSAPs to be implemented and payment for each PSAP grouping will not begin until all of the PSAPs in that group are implemented and accepted. 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, or a PSAP that has made changes to their 9-1-1 equipment that changes the CDR output.

- A. Data collection - The Contractor shall demonstrate the ability to collect data in an on-site storage device, time-stamp the collected data as it is received from the CPE equipment, and then parse the data to provide the reports identified in Section 6. The Contractor shall demonstrate this capability for each PSAP.
- B. The Contractor shall demonstrate the ability to collect and store data at a PSAP and then send that data to the collection site at a later time with appropriate dates and times in the event of a network failure. Appropriate dates and times are defined as the date and time the CDR was received from the CPE equipment in accordance with the Contractor's network time syncing device. This date and time will ensure that the data collected reflects the proper call statistics for any given period of time.
- C. Data validation – The Contractor shall demonstrate that the raw data is accurately parsed and populated for each report.

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 person 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 POC for all documents related to this Contract to ensure understanding of the responsibilities of both parties.
- B. The CA 9-1-1 Branch will designate a 9-1-1 Advisor to review the SOW and

associated documents. 9-1-1 Advisor shall provide at least a minimum of 10 state business days for the timely review and approval of information and documentation provided by the Contractor.

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 (PNSP) and Region Network Service Provider (RNSP) into two (2) logically and physically diverse Contractor points of interface within five (5) working days of:

1. Successful testing in the Cal OES NG9-1-1 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.
- C. Any lines terminating into the CPE solution (including but not limited to) 9-1-1, NG 9-1-1, 10 digit emergency lines, administrative lines, ring downs lines (circuits), direct connects, as well as contact closures.

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 CPE installation.
- C. Contractor shall provide necessary wiring for connection to NG9-1-1 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 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. Key personnel are defined as those listed in the SOW or any personnel that have a direct interface with the CA 9-1-1 Branch or the PSAP. 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 best available hours at the direction of the PSAP.
 - J. Contractor's staff will be subject to PSAP background check and security requirements.
 - K. Contractor shall deliver and provide all documents in electronic format.
 - L. Contractor shall report all SLAs in accordance with the SOW

12. 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 point of contact 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.

13. SUBCONTRACTORS

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.

14. 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 PSAPs expense.

15. 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: Budge Currier

 E-mail: budge.currier@caloes.ca.gov

 Phone: (916) 894-5004

Second level: Assistant Director (TBD)

Third level: Deputy Director (TBD)

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

16. SERVICE LEVEL AGREEMENT (SLA)

16.1. 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.

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.

16.2. 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 Analytics 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 4 hours, whichever occurs first. All updates shall include current status and any additional data pertinent to the outage and its resolution such as:
1. Extent of outage
 2. Affected systems or services (if different than initial)
 3. Any 9-1-1 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).
- C. When 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.

16.3. OTHER EVENT NOTIFICATION

- A. 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):
1. PSAP(s) affected
 2. Problem description
 3. Time of failure
 4. Affected systems or services
 5. Impact to 9-1-1 Service
 6. Trouble ticket number
 7. Ticket type (open, monitoring, dispatched).
- B. 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.

16.4. SLA Contractor's Monthly Activity Report

By the 10th of each month, the Contractor shall provide the CA 9-1-1 Branch with a detailed report of system availability under this Contract using Monthly Technical SLA Compliance Report listed below, Contractor's Monthly Activity Report, SLA Section 16.4.1. 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.

16.4.1. Contractor's Monthly Activity Report

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

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

16.5. 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 FCC, CPUC, or any other legislative oversight.

16.5.1. Delivery of Project Deployment Plan (PDP)

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

16.5.2. Interface Documentation

Definition	Measurement Method	Objective	Rights and Remedies
The Contractor shall deliver a final Interface documentation the CA 9-1-1 Branch and the Prime Network Service Provider (PNSP) within 90 days of contract execution.	Calendar days	Delivery of the Interface documentation 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.

16.5.3. NG 9-1-1 Lab Installation

Definition	Measurement Method	Objective	Rights and Remedies
<p>The Contractor shall install all required equipment and configure required interfaces to PNSP/RNSP, legacy CPE, and Cloud CPE in the NG 9-1-1 within 60 days of contract execution.</p>	<p>Calendar days</p>	<p>Installation of all equipment and configuration of interfaces within 60 days of contract execution.</p>	<p>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.</p>

16.5.4. NG 9-1-1 Lab Validation and Testing

Definition	Measurement method	Objective	Rights and Remedies
<p>The Contractor shall validate the capability by beginning the testing to collect NG 9-1-1 Data, i3 logs, legacy CPE and Cloud CDR data, and the NG 9-1-1 Data Analytics GUI in the Cal OES lab as identified in this SOW within 120 days of contract execution.</p> <p>The Contractor shall validate the capability by completing the testing to collect NG 9-1-1 Data, i3 logs, legacy CPE and Cloud CDR data, and the NG 9-1-1 Data Analytics GUI in the Cal OES lab as identified in this SOW within 150 days of contract execution.</p>	<p>Calendar days</p>	<p>Validate with CA 9-1-1 Branch the capability to collect and report the NG 9-1-1, i3 logs, legacy CPE and Cloud CDR data, and the NG 9-1-1 Data Analytics GUI.</p>	<p>Failure to meet the objective shall result in a result in a \$5,000.00 credit/ or adjustment for each calendar day that the report is not delivered after the objective.</p>

16.5.5. NG 9-1-1 Data Analytics Deployment Schedule

Definition	Measurement method	Objective	Rights and Remedies
<p>The Contract shall deploy the NG 9-1-1 Data Analytics System to all PSAPs, and the State within 450 days of contract execution.</p>	<p>Calendar days</p>	<p>The contractor shall deploy the first 50 PSAPs within 180 days of contract execution.</p> <p>The contractor shall deploy at 100 within 240 days of contract execution.</p> <p>The contractor shall deploy at 200 within 300 days of contract execution.</p> <p>The contractor shall deploy at 300 within 360 days of contract execution.</p> <p>The contractor shall deploy at the remaining PSAPs within 450 days of contract execution.</p>	<p>Failure to meet the objective shall result in a result in a \$5,000.00 credit/or adjustment for each calendar day that the report is not delivered after the objective.</p>

16.5.6. Critical Failure

Definition	Measurement Method	Objective	Rights and Remedies
<p>The NG 9-1-1 Data Analytics System shall be available 24/7/365. Failure is defined as any NG 9-1-1 Data Analytics System failure that prevents the collection of 9-1-1 data and/or 10 digit data.</p>	<p>Critical Failure is calculated by dividing the total number of minutes that the NG 9-1-1 Data Analytics System is available by the total number of minutes in the month</p>	<p>Tier 1: Any system failure greater than 44 minutes and less than 240 minutes Critical.</p> <p>Tier 2: Any outage two hundred and forty-one (241) to four hundred and eighty (480) minutes in length.</p> <p>Tier 3: Any outage four hundred and eighty-one (481) to seven hundred and twenty (720) minutes.</p> <p>Tier 4: Any outage greater than seven hundred and twenty (720) minutes.</p>	<p>Each occurrence of a Tier 1 failure to meet this SLA objective shall result in a 20% credit of the NG 9-1-1 Data Analytics Service Cost MRC for the affected PSAP(s).</p> <p>Each occurrence of a Tier 2 failure to meet this SLA objective shall result in a 50% credit of the NG 9-1-1 Data Analytics Service Cost MRC for the affected PSAP(s).</p> <p>Each occurrence of a Tier 3 failure to meet this SLA objective shall result in a 75% credit of the NG 9-1-1 Data Analytics Service Cost MRC for the affected PSAP(s).</p>

Definition	Measurement Method	Objective	Rights and Remedies
			Each occurrence of a Tier 4 failure to meet this SLA objective shall result in a 100% credit of the NG 9-1-1 Data Analytics Service Cost MRC for the affected PSAP(s).

16.5.7. Outage Notification

Definition	Measurement Method	Objective	Rights and Remedies
Outage is defined as critical failure of the NG 9-1-1 Data Analytics System (as defined in time to repair critical failure SLA).	Critical failure with a duration of fifteen (15) minutes or more.	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>\$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>

16.5.8. 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 10 calendar days following the end of the applicable reporting month.	Each occurrence of a failure to meet the objective shall result in a \$1000.00 credit for each business day that the report is not delivered.

16.5.9. 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 billing cycles after notification by the CA 9-1-1 Branch of the SLA to the vendor.	Each occurrence of an SLA remedy (credit) that is not remitted within two billing cycles will result in an additional \$5,000.00 remittance for each billing cycle that the credit is not issued.

16.5.10. Software Update Rollback

Definition	Measurement Method	Objective	Rights and Remedies
Contractor must be able to roll back to previous version of CPE software within 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 30 minutes after notification, until the CPE software is rolled back.

16.5.11. 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 48 hours prior to planned maintenance.	To provide advanced warning, enabling Cal OES and the PSAPs time to prepare.	Lack of 48 hours' notice shall result in a one-time \$10,000 credit to Cal OES.

16.5.12. Non-Delivery of System Requirements

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

16.5.13. Failure To Collaborate

Definition	Measurement Method	Objective	Rights and Remedies
Contractor shall incorporate, when required, necessary Cal OES approved changes to the interface or connection between NGCS and CPE.	Calendar Days. Interface changes to NG 9-1-1 Data Analytics System shall be implemented within 30 calendar days of successful completion of testing in the Cal OES NG9-1-1 Lab.	To ensure collaboration and cooperation between NGCS and CPE Contractors, allowing for NG9-1-1 evolution over time.	Failure to comply shall result in a \$500 per day credit, adjustment to Cal OES.

16.5.14. Root Cause Analysis For Critical Outages

Definition	Measurement Method	Objective	Rights and Remedies
Root cause analysis (RCA) shall be provided to Cal OES for all critical outages.	Calendar days Contractor shall provide RCA with 15 business days of any critical outage.	To give Cal OES visibility into the NG9-1-1 ecosystem.	Failure to comply will result in a \$500 per day credit, adjustment to Cal OES.

16.5.15. System Monitoring

Definition	Measurement Method	Objective	Rights and Remedies
Contractor shall deliver all system monitoring access 24/7/365.	The monthly availability percentage equals the scheduled uptime per month less unavailable time divided by scheduled uptime per month, multiplied by 100. Scheduled uptime is based on 24x number of days in the month. The monthly availability percentage shall be based on the cumulative total of all outage durations for each calendar month.	99.9% availability of system monitoring to Cal OES.	Each occurrence of a failure to meet this SLA objective shall result in a 15% credit of the Vendor's total NG 9-1-1 Data Analytics Service Cost MRC.

16.5.16. 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 SLA's triggered in a single month by a single event.	Establish a maximum SLA threshold.	In the event multiple SLA's are triggered by a single event in a single month, the total cumulative SLA credit / adjustment shall not exceed 50% of the total MRC for the month corresponding to the event, unless a single SLA violation identifies a larger right and remedy.

16.5.17. Standards Compliance Updates

Definition	Measurement Method	Objective	Rights and Remedies
<p>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 necessarily all updates, the CA 9-1-1 Branch will direct a minimum timeline of six (6) months.</p>	<p>Timeline begins when directed by the CA 9-1-1 Branch. Measurement will be in calendar days.</p>	<p>Timely deployment of NG 9-1-1 Data Collection System upgrades based on notification by the CA 9-1-1 Branch.</p>	<p>Failure to deliver by 15 days of the CA 9-1-1 Branch directed deadline shall result in 50% credit of the total MRC.</p> <p>Failure to deliver by 180 days of the CA 9-1-1 Branch directed deadline shall result in 100% credit of the total MRC and a Senior Executive shall appear at the 9-1-1 Advisory Board to report on the vendors failure to comply.</p> <p>Failure to deliver by 365 days of the CA 9-1-1 Branch directed deadline shall result in Contract termination.</p>

16.6. 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 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. Network provision of NG 9-1-1 trunks by NGCS providers, with CA 9-1-1 Branch approval.
- I. 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.
- J. 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.

17. 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.

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. MAINTENANCE PLAN

Contractor shall be responsible for maintaining all cloud Data Analytics Services for the term of the Contract. No additional costs outside of the Cost Worksheets, EXHIBIT B, shall be incurred by the CA 9-1-1 Branch or the PSAP. Contractor shall include a draft maintenance plan in response to this RFP. A final maintenance plan shall be submitted to the CA 9-1-1 Branch for review and approval within 90 days from Contract execution. Planned or unplanned maintenance shall not disrupt 9-1-1 service or trigger any SLAs.

Maintenance Plan shall include at a minimum:

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

20. TRAINING

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

20.1. Training Plan

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

- A. A comprehensive training program that provides Data Analytics 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 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 Analytics system upgrades, new functionality, and system releases.

20.2. 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.

21. DATA ANALYTICS SYSTEM ACCEPTANCE

Acceptance testing is intended to ensure that the system acquired operates according to the manufacturer's technical specifications, performs as warranted by the requirements of this Contract, and exhibits a 99.9% level of availability.

System acceptance testing shall commence on a mutually agreed date and time within 10 business days after Contractor issues a certificate of system readiness. Cal OES and 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 judge the acceptability of all work performed and all work products produced by the Contractor as a result of this SOW.

21.1. Acceptance Testing Criteria

- A. No invoice shall be paid by the CA 9-1-1 Branch until all of the items on the Data Analytics system acceptance form are met. 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 Analytics System to meet the requirements of the 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 the SOW.

22. 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.

23. DATA HANDLING

23.1. 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, PER EXHIBIT A: TECHNICAL REQUIREMENTS. All 9-1-1 traffic data and metadata shall not be accessed or distributed by any Contractor or any of its subcontractors.

23.2. 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 three (3) years, 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 NG9-1-1 metadata shall have a ten (10) year retention period.

23.3. 9-1-1 Traffic Data

All 9-1-1 Traffic Data is the property of the PSAP and shall be retained as per EXHIBIT A: TECHNICAL REQUIREMENTS.

24. PSAP HELP DESK/CALL CENTER

Contractor shall provide a point of contact 24 hours a day, 7 days a week, 365 days a year, for the CA 9-1-1 Branch, 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.

25. SAMPLE REPORTS CURRENTLY AVAILABLE

Example A - Call Summary Report Example

<u>Call Summary – All calls</u>					
Farmland P.D.					
PSAP Size: Small				Start Date: 12/01/07	
County: Johnson				End Date: 12/31/07	
Date	All	911	911 Abdn	10-digit Emergency	10-digitEmr Abdn
12/1/07	28	19	1	7	1
12/2/07	23	15		8	0
12/3/07	30	21	1	6	2
12/4/07	30	17		10	3
12/5/07	28	20		7	1
12/6/07	29	23		6	0
12/7/07	30	21		7	2
12/8/07	34	22		9	3
12/9/07	26	18	1	6	1
12/10/07	27	20		5	2
12/11/07	26	19		7	0
12/12/07	31	21		9	1
12/13/07	29	19		8	2
12/14/07	36	23	2	8	3
12/15/07	30	22		7	1
12/16/07	30	18		10	2
12/17/07	26	20		6	0
12/18/07	29	18	1	7	3
12/19/07	34	23		10	1
12/20/07	28	19		7	2
12/21/07	27	22		5	0
12/22/07	29	20	2	6	1
12/23/07	33	21		10	2
12/24/07	30	18		9	3
12/25/07	23	16		6	1
12/26/07	31	20	1	10	0
12/27/07	32	25		6	1
12/28/07	30	23		5	2
12/29/07	31	23	1	6	1
12/30/07	31	19	1	10	1
12/31/07	30	21	1	6	2
PSAP Total	911	626	12	229	44
County Average	1052	730	19	240	63
Size Average	797	583	15	181	18
County w/o CHP	574	540	3	26	5
Size w/o CHP	532	496	4	24	8

Example B - Calls Per Hour Report

County: Johnson
Size: Small

Call Summary - All calls
Farmland P.D.

Start Date: 12/01/07
End Date: 12/31/07

Date	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	Total
12/1/07	3	1	0	0	0	2	2	2	1	0	1	1	2	0	1	2	2	0	1	1	2	3	1	28
12/2/07	0	1	1	2	0	1	2	2	1	2	2	1	0	0	0	0	2	2	0	0	1	1	2	23
12/3/07	1	2	2	3	3	1	0	0	0	2	1	1	2	0	1	1	2	0	1	2	2	2	1	30
12/4/07	1	2	2	1	0	0	1	1	2	0	1	2	2	1	1	2	1	2	2	2	1	1	2	30
12/5/07	1	2	0	1	2	2	0	1	1	2	3	1	3	1	0	0	0	2	2	2	1	0	1	28
12/6/07	0	1	2	2	1	2	2	1	1	2	2	1	0	0	3	1	0	0	2	1	2	2	3	29
12/7/07	2	2	1	2	2	1	0	0	1	1	2	2	2	2	0	1	1	2	0	1	2	2	1	30
12/8/07	2	2	1	1	2	3	2	3	1	1	0	1	2	2	1	2	2	1	0	0	1	2	2	34
12/9/07	0	1	1	2	0	1	2	2	3	1	0	0	0	2	1	2	2	1	1	2	2	0	0	26
12/10/07	1	1	2	0	0	2	2	1	2	2	1	0	0	2	2	0	1	1	2	0	1	2	2	27
12/11/07	0	0	1	1	2	0	1	1	2	3	1	3	1	0	0	0	2	1	0	1	1	3	2	26
12/12/07	2	0	1	1	2	0	1	2	2	1	2	2	0	2	2	2	1	1	2	0	1	2	2	31
12/13/07	1	0	0	2	2	1	1	2	0	1	1	2	0	1	2	2	1	2	2	1	1	2	2	29
12/14/07	1	2	2	1	0	0	1	2	2	3	2	3	1	2	2	0	3	1	2	2	0	2	2	36
12/15/07	2	2	3	1	0	0	0	2	1	2	2	1	1	2	0	0	2	2	1	1	1	2	2	30
12/16/07	1	0	1	1	2	0	1	2	2	0	0	2	2	2	3	1	0	1	2	1	2	2	2	30
12/17/07	1	0	1	2	2	1	0	0	1	1	0	2	3	1	3	1	0	0	2	1	1	2	1	26
12/18/07	1	1	2	2	2	1	2	2	1	0	0	1	1	2	0	0	2	2	1	1	2	1	2	29
12/19/07	3	1	0	0	0	2	2	2	1	2	2	2	1	2	2	2	1	2	2	1	0	0	2	32
12/20/07	2	2	2	0	1	1	2	0	1	1	2	1	2	2	1	0	0	1	2	1	1	1	2	28
12/21/07	2	2	2	3	1	0	1	1	1	0	0	1	1	2	3	1	3	1	0	0	0	2	0	27
12/22/07	1	1	2	2	3	1	1	0	0	2	1	2	2	1	0	0	0	0	2	2	2	2	2	29
12/23/07	0	1	1	2	0	1	2	2	2	2	1	2	2	2	2	2	1	1	2	0	1	2	2	33
12/24/07	1	2	2	2	2	1	1	2	3	1	3	1	0	0	0	2	1	2	2	1	0	0	1	30
12/25/07	0	1	3	1	0	0	0	2	0	1	2	2	0	1	1	2	0	1	2	2	1	1	0	23
12/26/07	2	1	2	2	1	0	0	2	2	1	0	2	2	2	1	2	2	1	0	0	3	1	2	31
12/27/07	0	0	2	2	2	0	0	2	2	2	2	1	1	2	3	1	0	2	0	2	2	2	2	32
12/28/07	0	2	1	1	2	3	1	3	1	0	0	0	2	2	3	0	1	1	2	0	1	2	2	30
12/29/07	1	2	2	1	0	2	1	2	2	0	1	1	2	0	1	2	2	1	1	2	2	1	2	31
12/30/07	3	3	2	0	0	2	2	3	1	2	2	1	0	0	3	1	0	0	0	2	1	1	2	31
12/31/07	1	1	2	3	1	3	1	0	0	0	2	2	2	0	1	1	2	0	1	2	2	2	1	30
PSAP Total	36	39	46	44	35	34	34	47	40	38	40	44	39	36	43	35	39	31	35	38	38	47	51	909
County Avg	58	66	76	73	58	56	58	80	68	65	68	75	66	61	73	59	66	52	59	64	64	80	87	1534
Size Avg	45	49	57	55	44	43	43	59	50	47	50	55	49	45	53	44	49	39	44	48	48	59	64	1139
County w/o CHP	49	56	66	63	49	48	49	68	58	55	58	64	56	52	62	50	56	44	50	54	54	68	74	1303
Size w/o CHP	34	37	43	41	33	32	32	44	36	35	38	41	36	34	39	33	37	29	33	36	36	44	48	853

Example C - Top 20 Busiest Hours Report Example

<u>Top 20 Busiest Hours – All calls Farmland P.D.</u>				
PSAP Size: Small		Month: <u>Dec.</u> 2007		
County: Johnson				
	Date	Hour	<u>Number of</u> Calls	Average Duration (Secs)
1	11/23/2008	8PM	14	48
2	11/17/2008	7PM	13	63
3	11/05/2008	10PM	13	33
4	11/23/2008	4PM	12	36
5	11/30/2008	11AM	10	27
6	11/08/2008	12AM	9	83
7	11/10/2008	1AM	9	40
8	11/01/2008	2AM	9	92
9	11/55/2005	3AM	9	5
10	11/22/2008	5PM	9	42
11	11/05/2008	1PM	9	26
12	11/11/2008	10AM	9	48
13	11/13/2008	12PM	9	69
14	11/17/2008	9PM	8	40
15	11/25/2008	6PM	8	63
16	11/19/2008	4AM	8	11
17	11/07/2008	5AM	8	85
18	11/02/2008	6AM	7	95
19	11/29/2008	8AM	7	43
20	11/13/2008	9AM	7	41
Total Calls This Month:				6,576
Average Duration of All Calls this Month:				43

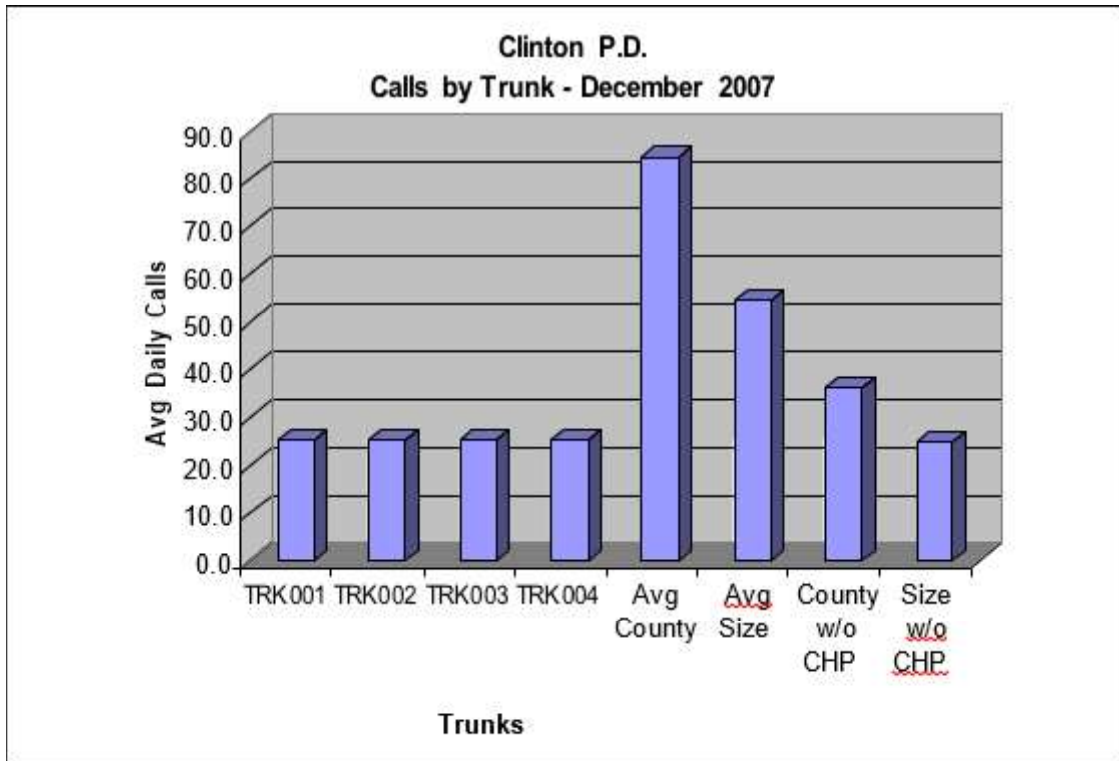
Note: This example is for one month of data. This report shall include this format for up to 18 months consecutive months.

Example D - Average Call Duration Report Example

<u>Average Call Duration Report – All calls Clinton P.D.</u>						
PSAP Size: Large			Month: Dec 2007			
County: Lincoln						
Call Hour	Number of Calls	Avg Queue time (in secs.)	Avg Ring Time (in secs.)	Avg. Hole Time (in secs.)	Avg Talk Time (in secs.)	Average Duration
0	121	121	2	14	151	4:48
1	92	24	4	11	191	3:50
2	78	21	4	16	127	2:48
3	65	15	6	15	143	2:59
4	59	25	6	18	147	3:16
5	59	16	4	12	153	3:05
6	76	26	2	11	177	3:36
7	154	46	4	14	131	3:15
8	307	92	6	10	122	3:50
9	360	122	6	19	144	4:51
10	436	119	6	15	156	4:56
11	428	125	6	16	137	4:43
12	399	122	6	17	189	5:34
13	424	116	8	12	122	4:18
14	381	140	6	16	144	4:06
15	414	176	8	16	128	5:28
16	443	157	6	14	135	5:12
17	338	128	4	18	190	5:40
18	372	94	4	15	130	5:12
19	250	108	4	14	145	4:31
20	205	64	2	10	146	3:42
21	222	75	2	11	133	3:40
22	179	59	2	12	178	4:11
23	168	39	2	15	123	2:59
Total	6,030	84.6	4.6	14.2	147.6	4:12
County Average:						4:28
Size Average:						3:15
County Average w/o CHP:						5:38
Size Average w/o CHP:						4:46

Example E - Calls By Circuit Report Example

Calls by Circuit Report – All Calls Clinton P.D.					
PSAP Size: Large			Month: Dec 2007		
County: Lincoln					
	TRK001	TRK002	TRK003	TRK004	Total
12/1/07	29	28	27	28	112
12/2/07	33	33	34	32	132
12/3/07	27	26	27	27	107
12/4/07	29	28	29	29	115
12/5/07	24	25	25	24	98
12/6/07	26	26	27	26	105
12/7/07	22	22	23	21	88
12/8/07	28	28	28	28	112
12/9/07	24	25	24	24	97
12/10/07	23	21	22	22	88
12/11/07	26	25	26	26	103
12/12/07	21	21	21	21	84
12/13/07	28	29	28	28	113
12/14/07	26	26	25	26	103
12/15/07	22	22	22	23	89
12/16/07	27	27	27	27	108
12/17/07	25	25	24	24	98
12/18/07	29	30	29	29	117
12/19/07	24	25	24	24	97
12/20/07	26	26	26	26	104
12/21/07	28	27	27	27	109
12/22/07	22	23	23	23	91
12/23/07	26	27	26	27	106
12/24/07	27	28	28	28	111
12/25/07	22	22	21	21	86
12/26/07	20	20	21	20	81
12/27/07	25	25	25	26	101
12/28/07	28	28	27	28	111
12/29/07	23	23	23	24	93
12/30/07	27	27	27	27	108
12/31/07	23	23	23	24	93
Total	790	791	789	790	3160
Daily Avg	25.5	25.5	25.5	25.5	101.9
County Average:				84.7	188.4
Size Average:				54.6	148.3
County Average w/o CHP:				36.5	135.9
Size Average w/o CHP:				24.8	105.8



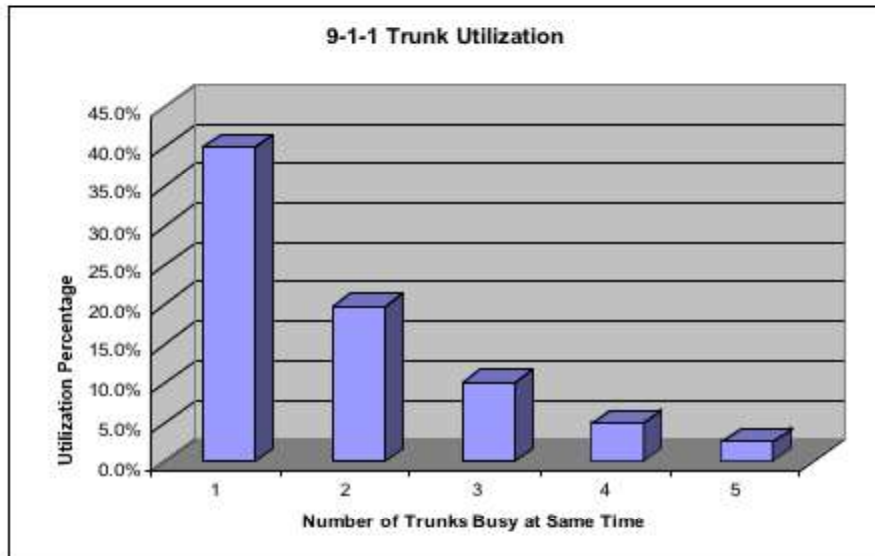
Example F - Circuit Utilization Report Example

Circuit Utilization Report Bradley P.D.
San Bernardino Trunk Group

PSAP Size: Medium
County: Brown

Start Date: 12/01/07
End Date: 12/31/07

1 Circuit Busy.....	40.1%
2 Circuits Busy.....	19.8%
3 Circuits Busy.....	10.2%
4 Circuits Busy.....	4.9%
5 Circuits Busy.....	2.6%



Example G - PSAP Speed of Answer Report Example

PSAP Speed of Answer – 9-1-1 Circuits					
PSAP Size: Large			Start Date: 12/01/07		
County: Lincoln			End Date: 12/31/07		
Call Hour	Answer Times in Seconds				
	0-10	11-20	21-60	61-20	121+
0	51	8	1		
1	53	6			
2	59	2			
3	51	4		1	
4	57	5			
5	56	7	1		
6	54	5			
7	56	6			
8	59	2			1
9	51	4			
10	57	8			
11	56	3			
12	54	8	1		
13	56	1			
14	59	2			
15	51	5			
16	57	9		1	
17	56	2			
18	54	4	1		
19	56	7			
20	51	3			
21	59	5			
22	53	4	1		
23	50	2			
Total	1316	112	5	2	1
Percentage	91.6%	7.8%	0.3%	0.1%	0.1%
Percentage 0-10 seconds same county:					83.6%
Percentage 0-10 seconds same size:					89.3%
Percentage 0-10 seconds same county w/o CHP:					92.6%
Percentage 0-10 seconds same size w/o CHP:					94.5%

Example H - Last Twelve Months Speed of Answer Report Example

PSAP Speed of Answer - Comparison 9-1-1 Calls Answered within 10 seconds Last 12
Months

Farmland P.D.

PSAP Size: Small (3 or less deployed positions)

Start Date: March, 2007

County: Johnson

End Date: February, 2008

Month	PSAP		County		Same Size		County w/o CHP	Size w/o CHP
	Total Calls	Percent Answered Within 10 Seconds	Total Calls	Percent Answered Within 10 Seconds	Total Calls	Percent Answered Within 10 Seconds	Percent Answered Within 10 Seconds	Percent Answered Within 10 Seconds
Mar	854	82.3%	10248	91.4%	182,756	94.5%	89.6%	95.4%
Apr	543	84.8%	6516	92.6%	116,202	93.3%	90.7%	94.2%
May	519	85.1%	6228	91.8%	111,066	93.6%	90.0%	94.5%
Jun	543	84.2%	6516	91.2%	116,202	94.1%	89.4%	95.0%
Jul	731	84.6%	8772	92.1%	156,434	95.5%	90.3%	96.5%
Aug	516	81.7%	6192	91.4%	110,424	94.5%	89.6%	95.4%
Sep	543	80.2%	6516	92.5%	116,202	94.7%	90.7%	95.6%
Nov	462	85.8%	5544	91.6%	98,868	93.2%	89.8%	94.1%
Dec	589	84.6%	7068	92.2%	126,046	94.3%	90.4%	95.2%
Jan	516	81.5%	6192	91.7%	110,424	94.8%	89.9%	95.7%
Feb	<u>535</u>	<u>83.4%</u>	<u>6420</u>	<u>92.2%</u>	<u>114,490</u>	<u>95.4%</u>	<u>90.4%</u>	<u>96.4%</u>
Total	6,351	83.5%	76,212	91.9%	1,359,114	94.7%	90.1%	95.6%

Example I - Class of Service Report Example

Class of Service

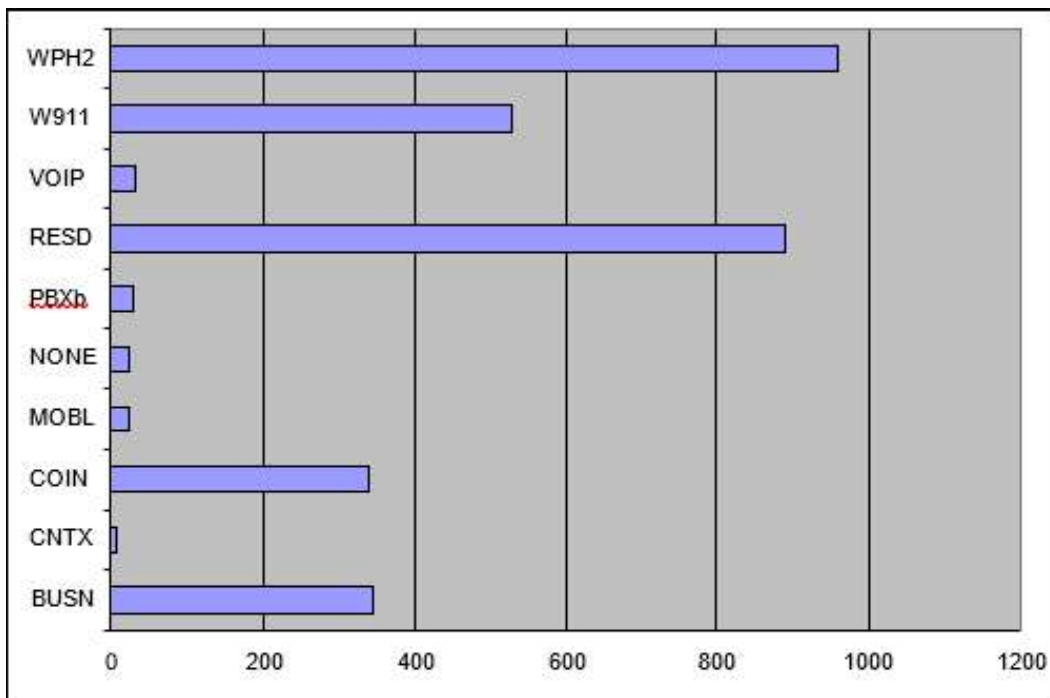
Bradley P.D.

PSAP Size: Medium

Start Date: 12/01/07

County: Brown

End Date: 12/31/07



Class of Service	Number of Calls	Percentage
BUSN	346	10.9%
CNTX	6	0.2%
COIN	340	10.7%
MOBL	25	0.8%
NONE	22	0.7%
PBXb	29	0.9%
RESD	892	28.0%
VOIP	33	1.0%
W911	530	16.6%
WPH2	961	30.2%
TOTAL	3184	100.0%

Example J - Raw Data Report Example

```
Indio PD                               Raw Data Report                               July 24, 2007

(760) 775-1234 911 TRUNK #151                               03:06:40
| RCVD 2203 03:06:43 | ANSW 2203 03:06:50 | DISC 2203 03:08:50
| RLSD 03:08:50 | DURN 2 min 12 sec
All: 201 (760) 775-4429 03:09 07/23 8222 MAIN BL INDIO CA 374 BUSN ECONOMYBUY
MOTEL (760) 775-4429 92201 VERIZ INDIO PD/CHP-IND CDF-PER CDF-PER
LAT LON METERS PERCENT Normalized ALI: 205 (760) 775-1234 03:09 07/23 8222
MAIN BL INDIO CA 374 BUSN ECONOMY BUY MOTEL (760) 775-1234 92201VERIZ
INDIO PD/CHP-IND CDF-PER CDF-PER LAT LON METERS PERCENT

(760) 342-4776 911 TRUNK #167 ----- 03:07:10
| RCVD 2204 03:07:14 | ANSW 2204 03:07:18
| DIAL 2204 03:18005231766 | RLSD 03:14:40
| DURN 7 min 34 sec
All: 201 (760) 342-4321 03:10 07/23 5678 DESERT BL INDIO CA 374 BUSN UNIVERSITY
GASOLINE (760) 342-4321 92201 VERIZ INDIO PD/CHP-IND CDF-PER CDF-PER LAT LON
METERS PERCENT Normalized ALI: 206 (760) 342-4321 03:10 07/23
5678 DESERT BL INDIO CA 374 BUSN UNIVERSITY GASOLINE (760) 342-4321
92201
VERIZ INDIO PD/CHP-IND CDF-PER CDF-PER LAT LON METERS PERCENT

INBOUND ..... POIS ..... #228 ----- 04:35:00
| RCVD 2205 04:35:00 | UNHD 2205 04:35:25 | DISC 2205 04:39:00
| RCVD 2204 04:35:00 | ANSW 2204 04:35:06 | HOLD 2204 04:35:11
| DISC 2204 04:39:00 | RLSD 04:39:00 | DURN 4 min 0 sec

(760) 500-0000 911 TRUNK #230 ----- 05:06:18
| RCVD 2204 05:06:21 | ANSW 2204 05:06:24 | DISC 2204 05:13:04
| MALI 05:10:26 | RALI 05:10:54
| RLSD 05:13:04 | DURN 6 min 49 sec
All: 201 (760) 500-0000 05:09 07/23 838 LINCOLN INDIO CA 374 RESD ADAMS, JOHN
(760) 500-0000 92203 VERIZ INDIO PD/CHP-IND CDF-PER CDF-PER LAT LON METERS
PERCENT

-----
Verizon                               05:14:33 07/23/2008
=====
(760) 500-0000 911 TRUNK #227                               05:13:16
| RCVD 2204 05:13:19 | ANSW 2204 05:13:26 | DISC 2204 05:13:40
| RLSD 05:13:40 | DURN 0 min 27 sec
All: 201 (760) 500-0000 05:16 07/23 838 LINCOLN INDIO CA 374 RESD ADAMS, JOHN
(760) 500-0000 92203 VERIZ INDIO PD/CHP-IND CDF-PER CDF-PER LAT LON METERS
PERCENT Normalized ALI: 203 (760) 500-0000 05:16 07/23 838
LINCOLN INDIO CA 374 RESD ADAMS, JOHN (760) 200-0187 92203 VERIZ INDIOPD
/CHP-IND CDF-PER CDF-PER LAT LON METERS PERCENT
```

Example K - Trunk Group Utilization Report Example

Trunk Group Utilization Report			
Month: <u>June, 2008</u>			
<p>This report lists <u>all of</u> the trunk groups where not all of the circuits were utilized at the same time at least once during the month (excludes trunk groups that include only two circuits).</p> <p>Consultant: [Consultant Name]</p> <p>Counties: Imperial, Kern, Orange, Riverside, San Bernardino, San Luis Obispo, <u>Santa Barbara</u> and Ventura</p>			
FCC PSAP #	PSAP Name	Trunk Group	Circuit Count
15	Banning PD	911A	3
1348	Brawley PD	EC911	3
1331	El Centro PD	EC911	4
12	Indio PD	911A	7
50	Ontario PD	4xxx	7
1192	San Luis Obispo SO	911	5
4	Santa Barbara PD	SB911	9
53	Upland PD	LP911	5
End of Report			

This report will be posted to the Contractor's web site for access by the appropriate State 9-1-1 personnel within 5 Business Days following the end of each month.

Example L - Speed of Answer Exception Report Example

<u>Speed of Answer Exception</u> <u>Report Month: June, 2008</u>						
This report lists the PSAPs that answered less than 90% of calls on 9-1-1 circuits and 10-digit emergency circuits during the month for this Consultant's assigned counties.						
Consultant: [Consultant Name]						
Counties: Alameda, Contra Costa, Marin, Napa, Sacramento, Solano						
PSAP#	PSAP Name	County	Equip Deployed Pos	% <10 secs PSAP	% <10 secs Count Y	% <10 sec s Siz e
1263	Berkeley Police/Fire	01	8	89.2	92.1	93.1
1054	Contra Costa SO	07	11	83.5	93.0	93.1
1431	Elk Grove PD	34	4	86.5	89.7	91.1
1235	Fairfield PD	48	6	84.2	90.5	91.1
1172	Folsom PD	34	3	89.1	89.7	94.6
1019	Napa County Comm	30	6	86.4	90.3	91.1
End of Report						

This report will be posted to the Contractor's web site for access by the appropriate Cal OES personnel within 5 Business Days following the end of each month.

Example M - Daily Outage Report Example

Daily Outage Report				
June 21, 2008				
This report lists the PSAPS that did not report call data during the previous Business Day.				
PSAP#	PSAP Name	County	Down Time	Trouble Ticket Number
1164	Grass Valley PD	29	13.5 days	08300025
9119	California City PD	15	10.4 days	08300047
9919	Long Beach Fire	19	4.3 days	08300157
9199	Palm Springs PD	33	3.5 days	08300208
1086	Camino Cal Fire	09	1.9 days	09300252
1019	Napa County Comm	30	.4 days	08300254
END OF REPORT				

This report will be sent to the State 9-1-1 Consulting and Operations Review Unit Supervisor each Business Day reflecting the outages since the previous Business Day.

Example N - Monthly Outage Report Example

Monthly Outage Report July 7, 2008				
This report lists all the outage incidents affecting the PSAPs in the counties listed below during the previous month.				
Consultant: [Consultant Name]				
Counties: Alameda, Contra Costa, Marin, Napa, Sacramento, Solano				
PSAP#	PSAP Name	Count y	Down Time	Trouble Ticket Number
1263	Berkeley Police/Fire	01	16.4 days	08010035
1054	Contra Costa SO	07	10.2 days	08070004
1999	Novato PD	21	2.4 days	08083004
1431	Elk Grove PD	34	7.7 days	08340056
1137	St. Helena Cal Fire	30	25.6 days	08343224
1062	Hayward Police/Fire	01	6.8 days	08345864
1235	Fairfield PD	48	4.3 days	08480001
1172	Folsom PD	34	2.1 days	08340057
1019	Napa County Comm	30	.4 days	08300254
END OF REPORT				

This report will be posted to the Contractor's web site for access by the appropriate Cal OES personnel within 5 Business Days following the end of each month.

Example O - Redirected Wireless Call Report Example

<u>Redirected Wireless Call Report Month: June, 2008</u>					
This report lists the call activity for each of the cell sectors where more than 50% of the 9-1-1 calls received were routed to a specific primary PSAP.					
Consultant: [Consultant Name]					
Counties: Imperial, Kern, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura					
Originating PSAP	"Transferred to" PSAP	Cell Sector	Total 9-1-1 Calls	Total 9-1-1 Calls Transferred	Percentage of Calls Transferred
Upland PD	Ontario PD	UPL TB 602 C4 W	<u>43</u>	<u>28</u>	<u>65%</u>
Oxnard PD	Ventura S.O.	OXN TB 0522 E3 NE	<u>106</u>	<u>84</u>	<u>79%</u>
Riverside PD	Riverside S.O.	RIV TB 744 B2 NW	<u>276</u>	<u>153</u>	<u>55%</u>
Calexico Fire/PD	Imperial Co S.O.	TB 6620 F6 SE	<u>28</u>	<u>19</u>	<u>68%</u>
End of Report					

This report will be posted to the Contractor's web site for access by the appropriate Cal OES personnel within 5 Business Days following the end of each month.

Example P - 10-Digit Emergency Call Report Example

10-Digit Emergency Call Report				
Month: <u>July, 2008</u>				
This report lists the 10-digit emergency circuits that received more than 10% of the PSAP's total emergency call volume for the month.				
Consultant: [Consultant Name]				
Counties: Alameda, Contra Costa, Marin, Napa, Sacramento, Solano				
PSAP#	PSAP Name	Count y	10-Digit Circuit Name	% of Total Calls
1457	Polk Police/Fire	01	Circuit #503	18%
1268	McKinley SO	07	Circuit #1524	11%
1147	Empire PD	34	Circuit #5602	39%
1831	Fairfax PD	48	Circuit #128	12%
1145	Clinton PD	34	Circuit #4238	14%
1086	Blunt County SO	30	Circuit #7462	58%
End of Report				

This report will be posted to the Contractor's web site for access by the appropriate Cal OES personnel within 5 Business Days following the end of each month.

26. SAAS SUBSCRIPTION SUPPORT

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

Website:

E-mail:

Phone:

27. CANCELLATION PROVISIONS

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

28. 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.

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

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

30. 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 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 30 calendar days from the date of notification by CA 9-1-1 Branch of the discrepancy. CA 9-1-1 Branch shall suspend all current charges when unresolved disputed items extend beyond 90 days. Remittance shall resume to include any outstanding payments, upon resolution.
- 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 NG9-1-1 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
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

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.

31. 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.

32. INSURANCE REQUIREMENTS

- A. **Commercial General Liability**
Contractor shall display evidence of the following on a certificate of insurance evidencing the following coverages:
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 is not 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. 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.

33. GLOSSARY OF TERMS

Term/ Acronym	Definition
9-1-1 traffic	Includes all voice, data, text, pictures, videos, and any future technologies capable of delivering to PSAP over the NG9-1-1 Network.
Agency/State entity	Includes every state office, officer, department, division, bureau, board, and commission, including Constitutional Officers. "State entity" does not include the University of California, California State University, the State Compensation Insurance Fund, the Legislature, or the Legislative Data Center in the Legislative Counsel Bureau.
Aggregation	The services needed to receive 9-1-1 traffic from an OSP and deliver to the correct Core Service Provider.
Business Requirements	Higher-level statement of the goals, objectives, or needs of the Agency/state entity. Business requirements describe the reasons why a project has been initiated, the objective that the project will achieve, and the metrics that will be used to measure its success. Business requirements describe the needs of the Agency/state entity as a whole, not the groups or stakeholders within it.
Call	A conversation or communication using voice, text, or video with common communication systems.
Certificate of System Readiness Form	Contractor shall complete the acceptance test plan and authorization checklist as defined in the SOW Section 9.3 Ongoing Acceptance Testing criteria. The Certificate of System Readiness Form will be signed by the Contractor and approved by CA 9-1-1 Branch for the acknowledgement of satisfactory system performance.
Commercial Off The Shelf Software (COTS)	A computer hardware or software product that is ready-made for specific uses and available for sale to the general public. COTS products are designed to be installed without requiring custom development. For example, Microsoft Office is a COTS product that is a packaged software solution for businesses and individuals. The set of rules for COTS is defined by the Federal Acquisition Regulation (FAR).
Contractor	The bidder who is awarded the NG9-1-1 Data Analytics Services contract.

Term/ Acronym	Definition
Custom solution	Typically, computer software developed for a specific customer to accommodate the customer's particular requirements, preferences, and expectations.
Dedicated	All components and software that are used to support NG9-1-1 traffic in California, must meet the requirements of this RFP and the needs of California at any instance in time.
Deviation	A deviation in the bid response that cannot be accepted by the State because it is not in substantial accord with the solicitation requirements, provides an advantage to one bidder over other bidders, or has a potentially significant effect on the delivery, quantity, or quality of items bid, amount paid to the Contractor, or on the cost to the State.
Functional Requirements	Functional requirements represent the business objectives, needs and outcomes of all stakeholders. They should be organized and presented in context of and with a baseline business process/ workflow that they describe. They provide a description of what an enabling solution should provide and specify essential details of a solution for stakeholders as a means to express and manage expectations. They describe actions and operations that the solution must be able to perform. They can describe services, reactions, and behaviors of the solution. They also describe information the solution will manage. The requirements should be expressed in business terms and should not include any technical references. The requirement should identify “what” is required to meet the business objective, not “how” the requirement will be implemented.
Modified Off The Shelf (MOTS)	MOTS product – Typically, a COTS product with source code made available to the purchaser to allow for modifications. The product may be customized by the purchaser, by a vendor, or by another party to meet the requirements of the customer. Since MOTS product specifications are written by external sources, purchasers may not have control of future changes to the product.

Term/ Acronym	Definition
Non-functional Requirements	Non-functional requirements provide criteria to evaluate the operation of an enabling solution and primarily represent qualities of (expectations and characteristics) and constraints on (e.g., governmental regulations) the solution. They capture conditions that do not directly relate to the behavior or functionality of the solution, but rather describe environmental conditions of an effective solution or productive qualities of the solution. Mid-level non-functional requirements also define quality of service requirements, such as those relating to required capacity, speed, security, privacy, availability, response time, throughput, usability, and the information architecture and presentation of the user interfaces.
Point of Interface (POI)	Placed in a location that meets the needs of OSPs and provides the interfaces needed to accept 9-1-1 traffic from the OSP and deliver that traffic to aggregation over an NG9-1-1 trunk service.
Prime Network Service Provider	The bidder who is awarded the NG9-1-1 Services – Prime contract. The Prime Network Service Provider may also be referenced as the Contractor.
Project/ Transitional Requirements	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 services, interfaces, skill gaps that must be addressed, and other related changes required to reach the desired future state.
Region	One of four areas in California, defined Northern Region (163 PSAPs and 7,492,162 Yearly number of calls); Central Region (110 PSAPs and 4,918,909 Yearly number of calls); Los Angeles Region (79 PSAPs and 8,514,105 Yearly number of calls); Southern Region (89 PSAPs, 6,929,512 Yearly number of calls)
Regional	A large scale 9-1-1 project that meets both of the following conditions: 1) More than on PSAP, or single PSAP that dispatch multiple agencies. 2) Has a total call volume of greater than 1,000,000 calls per year.

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

EXHIBIT A - TECHNICAL REQUIREMENTS

NG9-1-1 - Data Analytics Services

A.0 Narrative Requirements

A.1 Data Analytics Requirements

EXHIBIT A
Technical Requirements
A.0 - Narrative Requirements

Requirement	Contractor must provide a written narrative for the requirements noted in Exhibit A and include with its Final Proposal submission in accordance with Section 6. Proposal Format and Submission Requirements. The Narrative Requirement and the bidder response will be binding upon contract signature and will be part of the SOW.	Service Provider Agrees to meet the Requirement YES/NO	Max. Response Points
A.0.1	The Contractor shall provide the leadership, project management and support needed to perform all tasks associated with this service at no additional cost to the CA 9-1-1 Branch or the PSAP. Describe how the contractor will meet this requirement for all aspects of the project.	Yes. Please Reference, Attachment 17	100
A.0.2	Describe how the Data Analytics platform will gather the information needed from legacy CPE, CAD, Data Sharing Cloud CPE, NGCS, carriers, and other data sources to support the SOW and technical requirements in Exhibit A. The description shall include the interface requirements and assumptions needed to support the service. Describe how the service will utilize an open standards methodology where ever possible. Description shall include how proprietary standards and or protocols are minimized within the proposed system and shall address any limitations that may result from those proprietary components. Finally, where the system utilizes customized solutions or proprietary solutions, the description shall identify the standard or protocol substituted and provide a descriptive narrative for any proprietary part of the solution needed to satisfy the SOW and Technical requirements. Failure to disclose proprietary interfaces, patents, and any other interface assumption could result in an uncompliant bid and may result in material breach of contract.	Yes. Please Reference, Attachment 17	125
A.0.3	Describe the key success factors for the service deployment, to include the initial deployment of Data Analytics. The description must include how the bidder will ensure all ad-hoc and standard reports in the SOW will be delivered and the challenges and mitigation strategies that may impact the project's critical path. The description shall also include how the software as a service model eliminates the need for change orders, additional cost, and how ad-hoc reproting is used to avoid additional cost for report development.	Yes. Please Reference, Attachment 17	100
A.0.4	Describe how the cloud native service shall be configured to avoid all single points of failure within the system and to ensure 99.9% availability. The description shall include validation that the cloud hosting service is certified as FedRAMP High and how the Data Analytics application is designed to ensure 99.9% availability.	Yes. Please Reference, Attachment 17	30

EXHIBIT A
Technical Requirements
A.0 - Narrative Requirements

A.0.5	Describe how the service shall scale to meet expected demand over time, without limitation of any physical onsite hardware, human intervention, licensing, number of positions, NENA i3 versions, during every day use, during disasters or during high demand events while maintaining 99.9% availability for PSAPs deployed on your platform.	Yes. Please Reference, Attachment 17	30
A.0.6	Describe how the service shall maintain trouble ticket e-bonding with RNSP and PNSP using standardized API developed by PNSP. Description shall include the integration of system monitoring with the data delivered from each data source with methodology on how to validate each source is delivering data. Describe how the system monitoring dashboard will display and report the health of the Service and any installed PSAP equipment to ensure that SLAs are being met. Description shall include a definition of near real time. Description shall also include how CA 9-1-1 Branch and PSAP will access the dashboard monitor and interface with the NOC to obtain statistical data, printable reports, outage notifications, and other data.	Yes. Please Reference, Attachment 17	30
A.0.7	Describe the deployment plan and implementation schedule. Description shall include timeline needed for development of reports, gathering data, formatting data, testing the solution in the CA 9-1-1 Branch NG 9-1-1 lab, and implementing solution at the PSAP.	Yes. Please Reference, Attachment 17	50
A.0.8	Describe how the Training plan will be developed, validated and implemented to support the Data Analytics Services. Description shall include the timeline needed for development, testing and implementation of the training plan needed to support the SOW and Exhibit A.	Yes. Please Reference, Attachment 17	35
A.0.9	Describe how the analytics solution will gather the data needed if a particular CPE CDR format and other data sources doesn't provide all necessary data or if the CPE CDR data and other data sources are not in the format expected. The description shall include any assumptions, costs, or interfaces needed to support gathering CDR data.	Yes. Please Reference, Attachment 17	100
A.0.10	Describe how all updates, fixes, upgrades, patches, etc. shall be executed in the cloud or data centers and pushed out to each PSAP in a manner consistent with evergreen support. Description shall include how your solution will roll back to previous versions if updates or changes cause unintended failures or performance problems at any PSAP. Description shall also include the process used to share, validate and deploy patches while conforming to CA 9-1-1 Change Board process.	Yes. Please Reference, Attachment 17	50
A.0.11	Describe how the analytics solution will store and process data that is uploaded into the system. Describe how the data will be sent from the PSAP, NGCS providers, and other data sources to the cloud for processing and then made available to the PSAP. Decryption shall include a calculation of the bandwidth needed to support the transit of data.	Yes. Please Reference, Attachment 17	75

EXHIBIT A
Technical Requirements
A.0 - Narrative Requirements

A.0.12	Describe how the solution complies with NENA i3 cyber security standards and industry best practices for cyber security and shall be subject to third party cyber security validation at the discretion and direction of Cal OES.	Yes. Please Reference, Attachment 17	75
Max Total Points			800

EXHIBIT A
Technical Requirements
A.1 - Data Analytics Requirements

Requirement	Mandatory Data Analytics Reporting Functional Requirements	Service Provider Agrees to meet the Requirement YES/NO
A.1.1	Call Summary: Service shall provide a listing of all of the calls answered and abandoned by call type (e.g. "9-1-1" or "10 digit emergency") for each day of the selected time frame and will include the ability to support all reports in Exhibit A and the SOW.	Yes
A.1.2	System shall provide ability to generate preconfigured and ad hoc reports by PSAP, Date, inbound/outbound, Abandoned, Non-Service Initiated, Unparsed, Call Type, Agency type, Hour, Busy Hour, Avg Call Duration, Answer Time, Ring Time, Class of Service, Transfer, and other PSAP programmable data as identified in the SOW that is provided by CPE and NGCS.	Yes
A.1.3	System shall provide ability to generate reports and output by user selectable PSAP groups, counties, and user selectable time blocks, agents, or positions.	Yes
A.1.4	Calls Per Hour: Service shall provide a listing of the number of calls delivered to the CPE controller each hour of each day for the selected time frame.	Yes
A.1.5	Service provider shall develop additional basic reports not included in the initial Data Analytics SOW that aligns to cost workbook element B.3.2 at the request of the PSAP with direction from Cal OES to support a one time 1-3 month development outside of SOW requirements. Cal OES will be the sole arbiter to determine if the Report needed is included in the SOW or if it is basic, intermediate, or complex.	Yes
A.1.6	Service Provider shall develop additional intermediate reports not included in the initial Data Analytics SOW that aligns to cost workbook element B.3.3 at the request of the PSAP with direction from Cal OES to support a one time 3-6 month development outside of SOW requirements. Cal OES will be the sole arbiter to determine if the Report needed is included in the SOW or if it is basic, intermediate, or complex.	Yes
A.1.7	Service Provider shall develop additional complex reports not included in the initial Data Analytics SOW that aligns to cost workbook element B.3.4 at the request of the PSAP with direction from Cal OES to support a one time 6-9 month development outside of SOW requirements. Cal OES will be the sole arbiter to determine if the Report needed is included in the SOW or if it is basic, intermediate, or complex.	Yes
A.1.8	Top Busiest Hours: Service shall provide a listing of the top 20 busiest hours for each month during the past 18 months (default) or any other selected timeframe that includes the call count and average call duration. The number of busiest hours shall be configurable by the end user.	Yes
A.1.9	Average Call Duration: Service shall provide a listing of the number of calls each hour during the selected time frame with the total duration, queue time (average duration from trunk seizure at the PSAP to ring start), ring time (average duration from ring start to answer time), hold time (average duration calls are on hold during that hour), and talk time (average duration from answer time to disconnect time).	Yes
A.1.10	Calls by Circuit: Service shall provide a listing of the number of calls received on each circuit each day during the selected timeframe. Listing shall separate NG 9-1-1 calls from Legacy 9-1-1 calls.	Yes

EXHIBIT A
Technical Requirements
A.1 - Data Analytics Requirements

A.1.11	Circuit Utilization: Service shall provide the percentage of time that a given number of incoming trunks were engaged at the same time within each trunk group. Provides statistics on trunk groups with more than two trunks allowing management to identify trunk groups that are over or under trunked. For NG 9-1-1 connect CPE, service shall provide statistics that indicate if incoming calls exceeded NG 9-1-1 connectivity capability.	Yes
A.1.12	PSAP Answer Time: Service shall provide the number and percentage of calls that were answered in a user selectable range from 10, 15, or 20 seconds or less, and other answer times for each hour of the selected timeframe. The summary information includes the number of calls in each answer time category, when call was presented to CPE, when call was answered by CPE, and the percentage for each category. Must be able to report on Cal OES and NENA defined call answering standards.	Yes
A.1.13	PSAP Ring Time: Service shall provide the number and percentage of calls and an average duration from ring start to answer time by pre-defined and user selectable ranges for each hour of the selected timeframe.	Yes
A.1.14	Last 12 Month Answer Time: Service shall provide summary information for each month within a 12 month period including the number (and corresponding percentage) of calls answered in a user selectable range from 10, 15, or 20 seconds or less.	Yes
A.1.15	Class of Service: Service shall provide a listing of the number of calls for the selected timeframe broken down by the various classes of service from the ALI / PIDF data string including but not limited to business, residential, Centrex, PBX, pay phone, VoIP, telematics, or wireless phase 1 or phase 2 and all NENA i3 defined classes of service that exist in current and future NENA i3 standards. Unparsed data and other classes of service not explicitly defined must be captured and available within the report.	Yes
A.1.16	Agent Speed of Answer: Service shall provide a listing of all of the calls answered and abandoned by call type (e.g. "9-1-1" or "10 digit emergency") for each day of the selected time frame. Service shall include timestamps for duration of call, hold times, calls waiting, and other ACD statistics. Service shall provide the number and percentage of calls that were answered in a user selectable range from 10, 15, or 20 seconds or less, and other answer times for each hour of the selected timeframe. The summary information includes the number of calls in each answer time category, when call was presented to CPE, when call was answered by CPE, and the percentage for each category. Must be able to report on Cal OES and NENA defined call answering standards.	Yes
A.1.17	Calls by Agent: Service shall provide ability to produce all reports by agent logged into the CPE. Service shall support ability to determine if agent was not ready for a call, ready for a call, and was actually on a call or text session with timestamps.	Yes
A.1.18	Call Transfer Count: Service shall provide details and cumulative data counts regarding every call that was transferred to or from the PSAP during the selected timeframe. Details include NENA i3 data or ANI information, trunk seizure time of call(s) at each PSAP and other relevant call information.	Yes
A.1.19	Position Total Calls: Service shall provide a listing of the number of calls received each hour at each answering position during the selected timeframe.	Yes

EXHIBIT A
Technical Requirements
A.1 - Data Analytics Requirements

A.1.20	Calls Per Hour by Day of Week: Service shall provide a listing of the number of calls delivered to the CPE controller each hour of each day of the week for the selected time frame and include total and average counts.	Yes
A.1.21	Top ESN or URI Report: Service shall provide a listing of the top ESNs or URIs for calls received directly by and where calls were transferred from the initial answering PSAP to another specific PSAP during the selected timeframe. Report shall include call counts and average duration for each ESNs and URIs.	Yes
A.1.22	System shall provide ability to report Queue Call details for an Automatic Call Distribution (ACD) environment. For any given call, the report shall include all agents/positions that were presented the call, queue data for each position, agent logged in, ring time, call indicators, and agent details.	Yes
A.1.23	Outage Reports: Service shall provide a listing of the trouble tickets logged during the selected month for the PSAP or group of PSAPs selected and include at minimum ticket number and downtime.	Yes
A.1.24	Unparsed Data Report: Service shall provide a listing of the raw data for each call that failed to meet predetermined business rules and data formats for their specific CPE manufacturer (i.e., raw data reflects disconnecting the call multiple times even though it is only answered once), raw CDR data, and raw i3 logs.	Yes
A.1.25	System shall provide data that can be used to validate the 9-1-1 CPE efficiency and compliance with CA 9-1-1 Branch Operations Manual, including but not limited to: Trunk Group Utilization, Answer Time, Ring Time, Outage, 10 Digit, Unparsed Data, User Login, Routing, call type, class of service, transfers, and ESN / URI.	Yes
A.1.26	Day-in-Review: Service shall provide <ul style="list-style-type: none"> •Number of 9 1 1, NG 9-1-1, Admin calls received •Number of 9 1 1, NG 9-1-1, Admin calls answered •Number of 9 1 1, NG 9-1-1, admin calls abandoned •Average duration of the 9 1 1, NG 9-1-1, Admin calls •Statistics on answer time performance •Listing of the five busiest hours of the day and the number of calls each of those hours. 	Yes
A.1.27	Call Disconnect Report: System shall include ability to determine who ended the call, either the 9-1-1 caller, PSAP released call, or system disconnected the call. Report shall include other data available in the system including but not limited to agent, PSAP, system time, date, and time in seconds between when 1st party disconnects and all other parties disconnect.	Yes
A.1.28	Missing Location Report: Service shall provide details regarding every call that was delivered to the CPE without location information at initial call setup and during a rebid.	Yes
A.1.29	Wireless Transfer Summary: Service shall provide a listing of the wireless cell sectors where an unusual percentage of calls were transferred from the initial answering PSAP to another specific PSAP during the selected timeframe. The unusual percentage is based on historical data and shall be user selectable based on percentage of transfers.	Yes
A.1.30	Call Transfer: Service shall provide details regarding every call that was transferred to or from the PSAP during the selected timeframe. Details include NENA i3 data or ANI/ALI information, trunk seizure time of call(s) at each PSAP and other relevant call information.	Yes

EXHIBIT A
Technical Requirements
A.1 - Data Analytics Requirements

A.1.31	Trunk Group Utilization: Service shall provide a list of the trunk groups with more than two trunks where not all trunks were engaged at the same time during the selected month. The intent of this report is to identify trunk groups that may be over trunked.	Yes
A.1.32	NG 911 Trunk Utilization: Service shall provide a statistics on the bandwidth utilization or throughput being used by the CPE. The intent of this report is to identify if the NG 9-1-1 connectivity to the PSAP meets the call volume needs.	Yes
A.1.33	ANI / LDB report: System shall provide ability to report call data by ANI / LDB entry.	Yes
A.1.34	10-Digit Emergency Calls: Service shall provide a listing of the 10-digit emergency circuits that exceed a predetermined level of utilization as a percentage of total 9-1-1 and 10-digit emergency calls.	Yes
A.1.35	System shall support all reports for Text to 9-1-1 as outlined for 9-1-1 calls. The information available in the report includes but is not limited to Sessions per hour, messages per hour, messages by carrier, messages by agent, avg answer speed, single session info, session transcript, busy hour, sessions by MDN, User login info, SMS attempts, carrier, denied messages, SMS-to-TTY sessions, transfers, average messages per session, and summary data.	Yes
A.1.36	Text Messages per Hour: Service shall list the number of text messages completed, denied, with no location, by policy, PSAP offline in any user defined hour.	Yes
A.1.37	Text Messages per Hour by Carrier: Service shall list the number of text messages completed in any user defined hour by carrier.	Yes
A.1.38	Text Messages by Initial Operator: Service shall list the number of text sessions completed in any user defined hour by initial Operator.	Yes
A.1.39	Text Initial Operator Average Speed of Answer: Service shall provide the average speed of answer for the initial text message measured from time text is displayed on the screen to when the initial response is sent by the PSAP.	Yes
A.1.40	Text Messages per Session Profile: Service shall list the number of text sessions completed by any user profile for any text session.	Yes
A.1.41	Text Operator Average Speed of Response: Service shall provide the average speed of answer for each text message measured from time text is displayed on the screen to when the response is sent by the PSAP.	Yes
A.1.42	Text Operator Single Session Average Response: Service shall provide the average speed of answer for each text session by the PSAP.	Yes
A.1.43	Text Average Session Duration: Service shall provide the average time for each text session measured from time the initial text is displayed on the screen to when the session is ended by the by the PSAP.	Yes
A.1.44	Text Session Transcript: The service shall provide a transcript of the text session.	Yes
A.1.45	Service shall display the Top Busiest Hours for SMS text Sessions from Same MDN.	Yes
A.1.46	Service shall display the SMS text Sessions from Same MDN per Hour.	Yes
A.1.47	System shall provide wireless routing data needed for Cal OES and CHP to comply with legislative mandates on 9-1-1 call routing.	Yes

EXHIBIT A
Technical Requirements
A.1 - Data Analytics Requirements

A.1.48	System shall provide wireless data that includes but is not limited to call volume, importing/exporting shape files, carrier data, routing sheets, tower volume, tower sector volume, and transfers that can be used to comply with statutory requirements and operational needs. System shall provide customizable notification capabilities for wireless routing. System shall track and provide reporting on all wireless routing decision tree history for a minimum of three years.	Yes
A.1.49	System shall provide a map interface that supports the wireless reporting and routing decision process by plotting the information needed to make routing decisions as directed by Cal OES. System shall provide automated reporting for misrouted wireless calls and cell sectors flagged for reroute analysis based up user designated parameters and thresholds.	Yes
A.1.50	Wireless Call Sector: Service shall provide a listing of the wireless cell sectors where any percentage of calls were transferred from the initial answering PSAP to another specific PSAP during the selected timeframe, based on user selected call count and transfer percentage thresholds. Note: any calls refers to 9-1-1 calls, text, NG 9-1-1 calls, Admin, and 10 digit.	Yes
A.1.51	Wireless Transfer Summary: Service shall provide a listing of the calls transferred by ESN or other means for each wireless cell sector based on a user defined percentage of calls transferred where calls were transferred from the initial answering PSAP to another specific PSAP during the selected timeframe. Report shall include tabular data and the ability to display the data on an interactive map interface at minimum. Data output shall be configurable based upon carrier, Transfer to PSAP, and cell sector information. Data output shall include but is not limited to total calls, transferred calls, percentage transferred, class of service breakdown, and cell sector information.	Yes
A.1.52	Wireless New Tower Report: Service shall provide ability to produce Wireless reports by cell tower for any new cell sector, or newly tested cell sector.	Yes
A.1.53	Wireless ESN Tracking Report: Service shall provide ability to track wireless call received or transferred by Wireless ESN, including call counts and percentage of calls with selected PSAP ESN within other PSAP's data, and related cell sector information.	Yes
A.1.54	Wireless Field Testing Report: Service shall be able to track wireless field testing from specific devices at user defined towers or geographic areas.	Yes
A.1.55	Wireless Color Coding and Map Color Key: Service shall use data produced from reports to display maps that use color and other map display technologies that allows users to interpret the data.	Yes
A.1.56	Wireless ADA Color Palette: The colors displayed by the service shall conform to the ADA color palette.	Yes
A.1.57	Wireless Change colors of ESN: The service shall provide the ability for the user to select the colors used in all displays.	Yes
A.1.58	Wireless Change Cell Sector Border Weight: The service shall allow the user to select the weight of the border.	Yes
A.1.59	Wireless Slider for Transparency: The service shall allow the user to select the transparency for colors used on all displays.	Yes

EXHIBIT A
Technical Requirements
A.1 - Data Analytics Requirements

<p>A.1.60</p>	<p>Service shall support the workflow process used by Cal OES, County Coordinators, and CHP for wireless call routing decisions. System shall include workflow management processes, statistics, analytics, and artificial intelligence needed to support routing decisions.</p>	<p>Yes</p>
<p>A.1.61</p>	<p>Service Provider shall provide the leadership, project management and support needed to perform all tasks associate with this service at no additional cost to the CA 9-1-1 Branch or the PSAP.</p>	<p>Yes</p>
<p>A.1.62</p>	<p>Service Provider shall provide ad hoc reporting capability through an intuitive user friendly interface. Ad-hoc reports shall be extracted on every field from the PSAP profiles, NG 9-1-1 data, and the CDR data. Ad-hoc reporting is included in the final offering and is provided in additional to standard reports needed to support the SOW and technical requirements. Users have the option of having any ad hoc results delivered via e-mail if the query involves searching a great deal of data. Users have the ability to save and share all custom ad-hoc reports with their peers. System shall provide web based, map based, and .csv, output formats, at minimum. All data elements available within the system shall be incorporated within the ad hoc reporting.</p>	<p>Yes</p>
<p>A.1.63</p>	<p>Service Provider shall provide remote monitoring and on-site support for the Data Analytics components including software upgrades and enhancements, remote monitoring of the data sharing connections, on-site remedial maintenance, and full trouble ticket management services.</p>	<p>Yes</p>
<p>A.1.64</p>	<p>Service Provider shall provide a system monitoring and trouble ticket system for the service components. The trouble ticket management application shall be available to authorized users through a secure login with all incidences available at any time from one source. The trouble ticket management system shall provide information on who worked on the issue, status changes with associated dates and relevant notes.</p>	<p>Yes</p>
<p>A.1.65</p>	<p>Service Provider shall provide notice to the affected PSAP(s) any time a problem is detected. Trouble tickets are initiated and trouble reports shall be made to the appropriate third party (ILEC and/or CPE vendor). Service Provider shall monitor the status of trouble resolution with the third party and updates the trouble ticket log until the problem is resolved.</p>	<p>Yes</p>
<p>A.1.66</p>	<p>Service Provider shall use NG 9-1-1 Connections to the PSAP to transfer all data needed for analytics.</p>	<p>Yes</p>
<p>A.1.67</p>	<p>Service Provider shall provide all equipment, connections wiring and resources needed to connect to CPE, CAD, Data Sharing, and NG 9-1-1 service providers at each PSAP.</p>	<p>Yes</p>
<p>A.1.68</p>	<p>Service Provider shall provide all equipment, connections, wiring, and resources needed to connect to the NG 9-1-1 trunks and NG 9-1-1 service providers.</p>	<p>Yes</p>
<p>A.1.69</p>	<p>Service shall provide a secure analytics application with the ability to report on individual PSAPs, countywide, state-wide, or for any other jurisdiction with the same level of simplicity.</p>	<p>Yes</p>

EXHIBIT A
Technical Requirements
A.1 - Data Analytics Requirements

A.1.70	Service shall provide a staffing forecast report using call data collected from each PSAPs to provide general staffing level forecasts. Service shall be interactive and display staffing recommendations in multiple formats to optimize analysis and enhance PSAP scheduling capabilities.	Yes
A.1.71	Service shall provide a staffing forecast module that includes but is not limited to: 1) Ability to generate call taker staffing forecasts based on each PSAPs historical call data. 2) Ability to specify PSAP's desired Service Level Goal (the percentage of calls Customer would like answered in a Service shall provide given time), and its desired Answer Time Goal (time frame Customer wants its calls answered within). 3) Ability to generate Staffing Forecasting for both existing National Emergency Number Association (NENA) and National Fire Protection Association (NFPA) call handling standards, as well as, custom-defined levels using call data collected from each PSAPs to provide general staffing level forecasts.	Yes
A.1.72	Data Analytics shall provide analytics for all NENA i3 9-1-1 traffic from multiple NG 9-1-1 service providers.	Yes
A.1.73	Service shall provide the ability to export data in multiple formats, including but not limited to web interface, map interface, .CSV, .XML, or .PDF.	Yes
A.1.74	Service shall provide the training that includes webinars, in-person, one-on-one, and access to pre-recorded training sessions so that PSAP personnel have access to the training 24/7/365.	Yes
A.1.75	Service shall provide the ability to compare location accuracy received by 9-1-1, NG 9-1-1 and supplemental location data.	Yes
A.1.76	Service shall provide the ability to integrate detailed call data from CPE, Data Sharing data pushed from the Cal OES Data Sharing Service, CAD data (i.e. Incident Type, Phone Number, CAD Incident #, Incident Times, Response times,...), and supplemental location data to provide centralized data for post-processing that can be used by the PSAP or Cal OES to perform analytics related to call answering and dispatch.	Yes
A.1.77	Service shall provide all reports identified in SOW to support legacy 9-1-1 and the NG 9-1-1 equivalent as part of the initial deployment at no additional cost to the state. Note: Cost elements B.2.2, B.2.3, and B.2.4 will not be authorized for initial project startup and initial reporting building.	Yes
A.1.78	Service shall provide the ability to upload data from the existing statewide reporting system, ECATS, using a format defined by Cal OES. Data imports shall include data needed to provide continuity of analytics during and after the transition to the new data analytics solution.	Yes
A.1.79	Each PSAP will be required to provide rack space for the equipment needed to support the Service. The proper installation and operation of the on-site hardware is the responsibility of the service provider. Service provider shall provide a list of the facility requirements required at each PSAP. Requirements for upgrades or enhancements to on site-facilities will be submitted to the Cal OES Project Manager for approval. Once approved, the Contractor will coordinate and manage the installation and acceptance of the facility upgrades. The Cal OES will reimburse the Contractor for all pre-approved facility upgrades and modifications.	Yes

EXHIBIT A
Technical Requirements
A.1 - Data Analytics Requirements

A.1.80	Service shall incorporate time synchronization. Shall sync up with both the RNSP and PNSP as well as the PSAP with a stratum 0 clock in UTC format.	Yes
A.1.81	<p>The Authorization Levels will be classified into one of the following categories with no limitations on the number of users in each category:</p> <p>Service shall support specific access based on profiles that are defined by Cal OES and include, but may not be limited to, PSAP Access: PSAP representatives will have access to the Preconfigured Reports for their specific PSAP only, but not the Management Reports or the Ad Hoc capability.</p> <p>County Coordinator Access: County coordinators will have access to the Preconfigured Reports for all of the PSAPs in their assigned county only.</p> <p>State Access: Cal OES personnel will have access to all the Preconfigured Reports for all PSAPs, all Management Reports and Ad Hoc capability for all PSAPs.</p>	Yes
A.1.82	All data collected, stored, and processed with this service is the property of Cal OES and the Public Safety Answering Points. The service shall provide ability for Cal OES to extract all data from the system using an automated process. The service shall store all data for a minimum of three years, unless the services needs additional data retention to support needs of Cal OES and the PSAP.	Yes
A.1.83	Service shall parse all formats of i3 logs and CDR data, existing and future, and provide the interfaces needed to gather any data without adding additional requirements for legacy CPE, Cloud CPE, and NGCS providers beyond existing CPE contractual requirements. Any additional interfaces, formatting, or effort needed to support data gathering for analytics is included in the cost workbook at no additional cost.	Yes
A.1.84	Service shall provide the NG 9-1-1 equivalence of all sample 9-1-1 reports in the SOW at no additional cost to state.	Yes
A.1.85	Service shall provide the ability to validate end-to-end reporting from the time the call arrives at aggregation from the carrier through to call being answered and then disconnected at the PSAP.	Yes
A.1.86	Service shall support trouble ticket eBonding with RNSP and PNSP, and shall maintain trouble ticket eBonding.	Yes
A.1.87	Service shall implement new industry standards, including but not limited to NENA i3 V3, based on the timeline and deployment process as directed by the CA 9-1-1 Branch. For most, but not necessarily all updates, the CA 9-1-1 Branch will direct a minimum timeline of 6 months.	Yes
A.1.88	All 9-1-1 traffic data shall be the property of the PSAP. All meta-data, report formats, data sharing formats, and APIs relating to this Contract shall be the property of the CA 9-1-1 Branch. All 9-1-1 traffic data and meta-data shall not be accessed or distributed by any Contractor or any of its subcontractors and cannot be used to support other contracts or business activities without approval from Cal OES.	Yes
A.1.89	All updates, at the discretion of and coordinated by the CA 9-1-1 Branch, shall be tested and accepted in the CA 9-1-1 Branch NG9-1-1 Lab prior to deployment at the PSAP.	Yes
A.1.90	Service shall comply with NENA i3 cyber security standards and industry best practices for cyber security and shall be subject to third party cyber security validation at the discretion and direction of Cal OES.	Yes

EXHIBIT A
Technical Requirements
A.1 - Data Analytics Requirements

A.1.91	Service shall support data compression and other tools needed to meet bandwidth requirements.	Yes
A.1.92	Service shall support a busy hour of 475 calls or less with a 1 Mbps connection.	Yes
A.1.93	Service shall support a busy hour of 476 calls or more with a 5 Mbps connection.	Yes
A.1.94	Service provider shall develop a Basic API that aligns to cost workbook element B.3.5 at the request of the PSAP with direction from Cal OES to support a one time 1-3 month API development outside of NENA i3 and SOW requirements. Cal OES will be the sole arbiter to determine if the API needed is basic, intermediate, or complex.	Yes
A.1.95	Service Provider shall develop an intermediate API that aligns to cost workbook element B.3.6 at the request of the PSAP with direction from Cal OES to support a one time 3-6 month API development outside of NENA i3 and SOW requirements. Cal OES will be the sole arbiter to determine if the API needed is basic, intermediate, or complex.	Yes
A.1.96	Service Provider shall develop a Complex API that aligns to cost workbook element B.3.7 at the request of the PSAP with direction from Cal OES to support a one time 6-9 month API development outside of NENA i3 and SOW requirements. Cal OES will be the sole arbiter to determine if the API needed is basic, intermediate, or complex.	Yes
A.1.97	Service Provider shall integrate map layers into data analytics reports with the ability to select which layers are displayed on the map and the format of the layers. System shall allow for the authorized upload and download of map layers and GIS datasets by users.	Yes
A.1.98	Service Provider shall adhere to existing and future regulations and statutes for any data that is subject to Criminal Justice Information Services (CJIS), California Law Enforcement Telecommunications System (CLETS), Personally Identifiable Information (PII), or other protected information.	Yes
A.1.99	System shall be able to collect data for, parse, and generate reports for all data available within the CPE, including but not limited to 9-1-1, 10-Digit Emergency, Administrative, SMS/MMS text, and supplemental data.	Yes
A.1.100	System shall provide all end users with unique credentials with which to access the system. Authorized users must be able to reset/retrieve their own credentials 24/7/365.	Yes
A.1.101	System shall provide configurable and pre-determined reporting periods. System must be able to provide date range selection by date, date range, month, and a minimum of twelve additional pre-determined reporting periods defined by Cal OES. All reporting periods shall allow for report generation by at minimum day, week, month, quarter, calendar year, custom fiscal year, and full reporting period. System shall be able to generate reports for specific days of the week as selected by the user.	Yes
A.1.102	System shall allow end users the ability to create, save, and share PSAP and agent groups. System shall be able to store pre-determined PSAP groups that can be made accessible to end users based on role and access.	Yes
A.1.103	System shall generate reports based on PSAP groups where the output allows for grouping data separately by PSAP or grouping all data combined.	Yes
A.1.104	System shall be able to display data in increments of fifteen, thirty, and sixty minutes.	Yes
A.1.105	System shall be able to group PSAPs by size. Number of groups and parameters to determine size will be determined by Cal OES.	Yes

EXHIBIT A
Technical Requirements
A.1 - Data Analytics Requirements

A.1.106	System shall allow end users the ability to schedule pre-configured and ad hoc reports to run automatically at configurable increments including, but not limited to daily, weekly, monthly at the time of day specified by the end user.	Yes
A.1.107	All 9-1-1 circuits, 10-Digit Emergency, and Administrative lines shall be profiled by Cal OES and the PSAPs with a CDR defined source name and configurable common name and be available for cross reference within the system.	Yes
A.1.108	Initial Station Total Calls: Service shall provide a detailed count of the number of initial calls received by position for the selected timeframe.	Yes
A.1.109	Call Detail Records: Service shall provide a parsed and raw data output of call detail records for the specified timeframe. User shall be able to search for specific ANI or all calls for the timeframe.	Yes
A.1.110	Top ANI: Service shall provide a listing of the top ANI or calling party numbers for the selected timeframe and include at minimum total count of calls and average duration.	Yes
A.1.111	PSAP Call Answer Exception: Service shall provide the ability to report on PSAPs that are no meeting user defined call answer performance standards including 10, 15, and 20 seconds for the selected timeframe.	Yes
A.1.112	System shall provide the ability to view raw data as received from all available data sources within the service. Data shall be available by PSAP, formatted and unformatted.	Yes
A.1.113	System shall provide ad hoc reporting including the ability to create, save, generate, and share user defined reports. System shall provide web based, map based, and .csv output formats, at minimum. All data elements available within the system shall be incorporated within the ad hoc reporting.	Yes
A.1.114	Agent Detail Report: Service shall provide agent detail reporting including but not limited to position, agent role, agent state, agent action, reason code, event duration, date and time, ready status, availability percentage and duration, and call information for the selected time period.	Yes
A.1.115	System shall provide wireless routing status reporting including but not limited to pending routing aging, routing sheet information, and workflow status.	Yes

EXHIBIT B - COST WORKSHEETS

9-1-1 Data Analytics Services (DAS)

CA NG911 Data Analytics 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: 7	
CA NG 911 Region Cost Summary Table		Total NRC Costs	Total MRC 7 yr Extended Costs
	Total Evaluated Cost (84 month of MRC) - Analytics Service	\$ 9,340,000.00	\$ 15,960,000.00
	Total Evaluated Non-Recurring Costs (NRC) - Data Analytics Services	\$ 9,340,000.00	
	NRC Total	\$ 9,340,000.00	
	84 month MRC Total	\$ 9,340,000.00	\$ 15,960,000.00
GRAND TOTAL (NRC + 120 84 months MRC) USED FOR EVALUATION		\$ 9,340,000.00	\$ 25,300,000.00

Estimated Annual (MRC)

\$ 2,280,000.00

CA NG 9-1-1 Data Analytics MRC Costs - All implementation/on going maintenance is all inclusive of costs

A	B	C	D	E	F	G	H	
Line Item #	Feature Name	Feature Description	Quantity	Unit of Measure	Monthly Recurring Charge per PSAP	Monthly Recurring Charge	Total Extended Annual Cost (D*Fx12mo)	
B.2.1	CPE Data Analytics for PSAPs	Data Analytics needed to support CPE PSAP operations	450	Per PSAP	\$ 400.00	\$ 180,000.00	\$ 2,160,000.00	
B.2.2	CAD and Data Sharing Analytics for PSAPs	Data Analytics needed to support CAD PSAP operations	450	Per PSAP		\$ -	-	
B.2.3	Data Analytics for CA 9-1-1 Branch	Data Analytics needed to support CA 9-1-1 Branch	1	Statewide		\$ 10,000.00	\$ 120,000.00	
MRC Annual 12 month Total							\$	\$ 2,280,000.00

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

A	B	C	D	E	G	I
Line Item #	Feature Name	Feature Description	Quantity	Unit of Measure	Non-Recurring (One Time Charge)	Total Extended NRC Costs
B.3.1	NRC Integration Equipment Install at PSAP	Integration equipment and installation at PSAP	450	Per PSAP	\$ 20,000.00	\$ 9,000,000.00
B.3.2	NRC Basic Report Development	One time 1-3 month Report development outside of SOW requirements	1	Per Report as approved by Cal OES	\$ 10,000.00	\$ 10,000.00
B.3.3	NRC Intermediate Report Development	One Time 3-6 month Report development outside of SOW requirements	1	Per Report as approved by Cal OES	\$ 20,000.00	\$ 20,000.00
B.3.4	NRC Complex Report Development	One Time 6-9 month Report development outside of SOW requirements	1	Per Report as approved by Cal OES	\$ 40,000.00	\$ 40,000.00
B.3.5	NRC Basic API Development	One time 1-3 month API development outside of SOW requirements	1	Per API as approved by Cal OES	\$ 10,000.00	\$ 10,000.00
B.3.6	NRC Intermediate API Development	One Time 3-6 month API development outside of SOW requirements	1	Per API as approved by Cal OES	\$ 20,000.00	\$ 20,000.00
B.3.7	NRC Complex API Development	One Time 6-9 month API development outside of SOW requirements	1	Per API as approved by Cal OES	\$ 40,000.00	\$ 40,000.00
B.3.8	Project Startup Costs	One time cost, upon approval of CA 9-1-1 Branch	1	Per Contract	\$ 200,000.00	\$ 200,000.00
	NRC Total					\$ 9,340,000.00

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

A	B	C	D	E	G	I
Line Item #	Feature Name	Feature Description	Quantity	Unit of Measure	Non-Recurring (One Time Charge)	Total Extended NRC Costs
B.4.1	NG9-1-1 Data Analytics Service Support	Per SOW Requirements		Per Hour	\$ 200.00	\$ -
	NRC Total					\$ 200.00

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.

GENERAL PROVISIONS

FOR
ELECTRONIC VENDOR APPLICATION OF QUALIFICATIONS
(eVAQ) #19-001
Revised 09/19/2019

Issued by:

STATE OF CALIFORNIA

California Department of Technology Statewide
Procurement

PO Box 1910

Rancho Cordova, CA 95741

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Table of Contents

1.	DEFINITIONS	8
2.	PURPOSE	13
3.	CONTRACT FORMATION	13
4.	CONTRACT EFFECTIVE DATE.....	14
5.	IRREVOCABLE OFFER	14
6.	COMPLETE INTEGRATION	15
7.	SEVERABILITY/SURVIVAL CLAUSE	15
8.	INDEPENDENT CONTRACTOR	15
9.	APPLICABLE LAW	16
10.	COMPLIANCE WITH STATUTES AND REGULATIONS	16
11.	CONTRACTOR'S POWER AND AUTHORITY	18
12.	ASSIGNMENT	19
13.	WAIVER OF RIGHTS	19
14.	ORDER OF PRECEDENCE.....	19
15.	PACKING AND SHIPMENT.....	21
16.	TRANSPORTATION COSTS AND OTHER FEES OR EXPENSES	21
17.	DELIVERY	22
18.	SUBSTITUTIONS.....	22
19.	SERVICE INTERRUPTIONS.....	22
20.	CUSTOMER IN-USE REQUIREMENTS.....	23
21.	INSPECTION, ACCEPTANCE AND REJECTION.....	23
22.	WARRANTY	24
23.	SAFETY AND ACCIDENT PREVENTION	27

24.	INSURANCE.....	27
25.	TERMINATION FOR NON-APPROPRIATION OF FUNDS	28
26.	TERMINATION FOR THE CONVENIENCE OF THE STATE.....	28
27.	TERMINATION FOR DEFAULT	29
28.	FORCE MAJEURE	31
29.	RIGHTS AND REMEDIES OF STATE FOR DEFAULT.....	31
30.	LIMITATION OF LIABILITY.....	32
31.	DE MINIMIS DELIVERABLE OR SERVICE REQUESTS (specific to CALNET contracts).....	33
32.	STATEMENT OF ECONOMIC INTERESTS	34
33.	ACCESS TO FACILITIES/FACILITIES ACCESS POLICIES (specific to CALNET contracts).....	34
34.	USE AND ADVERTISING USE OF DATA	35
35.	STATE COST RECOVERY.....	35
36.	PRICE GUARANTEE PERIOD	35
37.	CONTRACTOR'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY	36
38.	INDEMNIFICATION	36
39.	INVOICES & PAYMENTS	37
40.	REQUIRED PAYMENT DATE.....	39
41.	SERVICE TAXES, FEES, SURCHARGES, AND SURCREDITS	39
42.	NEWLY MANUFACTURED EQUIPMENT	40
43.	CONTRACT MODIFICATION	41
44.	CONFIDENTIALITY OF DATA.....	41
45.	NEWS RELEASES	42

46.	SOFTWARE LICENSE.....	42
47.	PROTECTION OF CONTRACTOR FURNISHED PROPRIETARY SOFTWARE AND OTHER PROPRIETARY DATA	43
48.	FUTURE RELEASES	43
49.	ENCRYPTION & AUTHORIZATION KEYS	44
50.	PATENT, COPYRIGHT AND TRADE SECRET INDEMNITY.....	44
51.	EXAMINATION AND AUDIT.....	46
52.	CONTINUING STANDARDS OF PERFORMANCE FOR CONTRACTOR SERVICES	48
53.	AVAILABILITY	51
54.	DISPUTES	51
55.	STOP WORK	53
56.	FOLLOW-ON CONTRACTS.....	54
57.	COVENANT AGAINST GRATUITIES	55
58.	NONDISCRIMINATION CLAUSE	56
59.	NATIONAL LABOR RELATIONS BOARD CERTIFICATION	56
60.	ASSIGNMENT OF ANTITRUST ACTIONS	57
61.	DRUG-FREE WORKPLACE CERTIFICATION	57
62.	AMERICANS WITH DISABILITIES ACT.....	58
63.	LIQUIDATED DAMAGES	58
64.	SET-OFF RIGHTS	59
65.	CONTRACTOR PERSONNEL	60
66.	PROVISIONING OF DELIVERABLES AND SERVICES	62
67.	UNANTICIPATED TASKS	62

68.	NEED FOR CONTRACTOR SERVICES DUE TO EMERGENCY	64
69.	NON-EXCLUSIVE AGREEMENT	64
70.	CHARGES	65
71.	ADMINISTRATIVE FEE	65
72.	CONTRACTOR COMMITMENTS AND REPRESENTATIONS.....	66
73.	SERVICE TO PUBLIC ENTITIES AND LOCAL GOVERNMENT AGENCIES.....	67
74.	AVAILABILITY OF REFRESHED TECHNOLOGY AND ADDITIONAL SERVICE ITEMS.....	67
75.	PRICING AND SERVICE REVIEW	69
76.	SERVICE COSTS.....	69
77.	INDIVIDUAL PRICE REDUCTIONS (specific to CALNET).....	70
78.	“MOST FAVORED NATION” STATUS OF STATE (specific to CALNET) 70	
79.	FEDERAL UNIVERSAL SERVICE FUND.....	71
80.	EXISTING EQUIPMENT & TITLE TO EQUIPMENT.....	71
81.	UNLAWFUL USE	72
82.	MIGRATION	72
83.	DISENTANGLEMENT (MIGRATION-OUT)	72
84.	REPORTS, DATA AND INVENTORY	74
85.	SUBCONTRACTORS.....	75
86.	GOVERNANCE	76
87.	SECURITY AND POLICIES.....	77
88.	DOCUMENTATION	78
89.	RIGHTS IN WORK PRODUCT.....	79

State of California
Statewide Technology Procurement

90.	USE TAX COLLECTION	80
91.	PRIORITY HIRING	80
92.	UNITED STATES (U.S.) BASED SERVICES.....	80

1. DEFINITIONS

Unless otherwise specified in the Statement of Work, Appendix A, Glossary, the following terms shall be given the meaning shown below.

- a) "**Acceptance Date**" means the date that the legal act of documenting that Equipment or Services conform to the requirements of the contract.
- b) "**Acceptance Tests**" means those tests performed during the Performance Period which are intended to determine compliance and reliability of Equipment and Software with the specifications and all other Attachments incorporated herein by reference and to determine the reliability of the Equipment.
- c) "**Application Program**" means a computer program intended to be executed for the purpose of performing useful work for the user of the information being processed. Application programs are developed or otherwise acquired by the user of the Hardware/Software system, but they may be supplied by the Contractor.
- d) "**Attachment**" means a mechanical, electrical, or electronic interconnection to the Contractor-supplied Machine or System of Equipment, manufactured by other than the original Equipment manufacturer that is not connected by the Contractor.
- e) "**Business Entity or Firm**" means any individual, business, partnership, joint venture, corporation, S-corporation, limited liability company, sole proprietorship, joint stock company, consortium, or other private legal entity recognized by statute.
- f) "**Buyer**" means the State's authorized contracting official.
- g) "**Commercial Software**" means Software developed or regularly used that:
 - (i) has been sold, leased, or licensed to the general public; (ii) has been offered for sale, lease, or license to the general public; (iii) has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this Contract; or (iv) satisfies a criterion expressed in (i), (ii), or (iii) above and would require only minor modifications to meet the requirements of this Contract.
- h) "**Contract**" means this Contract or agreement (including any purchase order), by whatever name known or in whatever format used.

State of California
Statewide Technology Procurement

- i) "**Contractor**" means the business entity with whom the State enters into this Contract. Contractor shall be synonymous with "supplier", "vendor" or other similar term.
- j) "**Custom Software**" means Software that does not meet the definition of Commercial Software.
- k) "**Customer**" means the State, or for CALNET Contracts any government entity with an authorized Non-State Entity Service Provider Agreement (NESPA)
- l) "**Data Processing Subsystem**" means a complement of Contractor-furnished individual Machines, including the necessary controlling elements (or the functional equivalent), Operating Software and Software, if any, which are acquired to operate as an integrated group, and which are interconnected entirely by Contractor-supplied power and/or signal cables; e.g., direct access controller and drives, a cluster of terminals with their controller, etc.
- m) "**Data Processing System (System)**" means the total complement of Contractor-furnished Machines, including one or more central processors (or instruction processors), Operating Software which are acquired to operate as an integrated group.
- n) "**Deliverables**" means Equipment, Software, Information Technology, telecommunications technology, Hardware, documentation and other items (e.g. reports) to be delivered pursuant to this Contract, including any such items furnished incident to the provision of Services.
- o) "**Designated CPU(s)**" means the central processing unit of the computers or the server unit, including any associated peripheral units. If no specific "Designated CPU(s)" are specified on the Contract, the term shall mean any and all CPUs located at the site specified therein.
- p) "**Documentation**" means manuals and other printed materials necessary or useful to the State in its use or maintenance of the Equipment or Software provided hereunder. Manuals and other printed materials customized for the State hereunder constitute Work Product if such materials are required by the Statement of Work.
- q) "**Equipment**" is an all-inclusive term which refers either to individual Machines or to a complete Data Processing System or Telecommunication System or Subsystem, including its Hardware and Operating Software (if any).

- r) "**Equipment Failure**" is a malfunction in the Equipment, excluding all external factors, which prevents the accomplishment of the Equipment's intended function(s). If microcode or Operating Software residing in the Equipment is necessary for the proper operation of the Equipment, a failure of such microcode or Operating Software which prevents the accomplishment of the Equipment's intended functions shall be deemed to be an Equipment Failure.
- s) "**Facility Readiness Date**" means the date specified in the Statement of Work by which the State must have the site prepared and available for Equipment or Software delivery and/or installation.
- t) "**Goods**" means all types of tangible personal property, including but not limited to materials, supplies, and Equipment (including computer and Telecommunications Equipment).
- u) "**Hardware**" usually refers to computer Equipment and is contrasted with Software. See also Equipment.
- v) "**Installation Date**" means the date specified in the Statement of Work by which the Contractor must have commenced the Services, or installed Software or Equipment ready (certified) for use by the State.
- w) "**Information Technology**" refer to [California State Administrative Manual, Chapter 4819.2](#).
- x) "**Machine**" means an individual unit of a Data Processing System or Subsystem, separately identified by a type and/or model number, comprised of but not limited to mechanical, electro-mechanical, and electronic parts, microcode, and special features installed thereon and including any necessary software, e.g., central processing unit, memory module, tape unit, card reader, etc.
- y) "**Machine Alteration**" means any change to a Contractor-supplied Machine which is not made by the Contractor, and which results in the Machine deviating from its physical, mechanical, electrical, or electronic (including microcode) design, whether or not additional devices or parts are employed in making such change.
- z) "**Maintenance**" includes : (i) remedial maintenance performed by the Contractor or manufacturer as a result of Services, Equipment or Software failure, and which is performed as required, i.e. on an unscheduled basis; or (ii) maintenance performed on a scheduled basis by the Contractor or Manufacturer and is designed to keep the Equipment and/or Software in proper operating condition.

- aa) "**Manufacturing Materials**" means parts, tools, dies, jigs, fixtures, plans, drawings, and information produced or acquired, or rights acquired, specifically to fulfill obligations set forth herein.
- bb) "**Operating Software**" means those routines that reside in the Equipment and are required for the Equipment to perform its intended function(s), and which interface the operator, other Contractor-supplied programs, and user programs to the Equipment.
- cc) "**Operational Use Time**" means for performance measurement purposes, that time during which Equipment is in actual operation by the State. For maintenance Operational Use Time purposes, that time during which Equipment is in actual operation and is not synonymous with power on time.
- dd) "**Ordering Document**" means the form used to request (also includes moves, adds, changes or deletes) services such as a Form 20, STD. 65 or other Customer authorized procurement document.
- ee) "**Performance Testing Period**" means a period of time during which the State, by appropriate tests and production runs, evaluates the performance of newly installed equipment and software prior to its acceptance by the State.
- ff) "**Period of Maintenance Coverage**" means the period of time, as selected by the State, during which maintenance Services are provided by the Contractor for a fixed monthly charge, as opposed to an hourly charge for Services rendered. The Period of Maintenance Coverage consists of the Principal Period of Maintenance and any additional hours of coverage per day, and/or increased coverage for weekends and holidays.
- gg) "**Principal Period of Maintenance**" means any nine consecutive hours per day (usually between the hours of 7:00 a.m. and 6:00 p.m.) as selected by the State, including an official meal period not to exceed one hour, Monday through Friday, excluding holidays observed at the installation.
- hh) "**Scope of Work**" means description of work as mutually agreed upon by the Contractor and the Customer that is included as an attachment to Service Requests.
- ii) "**Services**" means any and all Services required to be performed by the Contractor pursuant to Contract.

- jj) **“Service Level Agreement (SLA)”** means an established set of metrics to be used to measure the level of service provided by the Contractor against the agreed to level of services.
- kk) **“Software”** means an all-inclusive term which refers to any computer programs, routines, or subroutines supplied by the Contractor, including operating software, Programming Aids, Application Programs.
- ll) **“Software Failure”** means a malfunction in the Contractor-supplied Software, other than Operating Software, which prevents the accomplishment of work, even though the Equipment (including its Operating Software) may still be capable of operating properly. For Operating Software failure, see definition of Equipment Failure.
- mm) **“State”** means the government of the State of California, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the State of California.
- nn) **“State Data”** means all data owned by the State, and submitted to, processed by, or stored by the Contractor under this Contract and includes, but is not limited to, all data that originated with the State or Users, all data provided by the State or Users, and data generated, manipulated, produced, reported by or otherwise emanating from or by applications run by the State or Users on the Services. For clarity, State Data is synonymous with “Customer Data”, “Customer Content”, or similar terms, as used in various provisions of the service agreements and incorporated into the Contract and includes the following:
 - i. **“Non-Public Data”** means data submitted to the Contractor, other than Personal Data, that is not subject to distribution to the public as public information. Non-Public Data includes Customer Proprietary Network Information (CPNI). It is deemed to be sensitive and confidential by the State because it contains information that may be exempt by statute, regulation, or policy from access by the general public as public information.
 - ii. **“Personal Data”** means Personal Information as defined by the California Information Practices Act (Civil Code Sections 1798 et seq.) submitted to the Contractor.
 - iii. **“Public Information”** means any information prepared, owned, used, or retained by the State and not specifically exempt from the disclosure requirements of the California Public Records Act

(Government Code Section 6250 et. seq.) or other applicable state or federal laws. For clarity, "Public Information" is also interchangeable with "Public Data".

- oo) "**Statement of Work**" or ("SOW") means a document provided by the California Department of Technology (CDT) which defines the timeline, and specifies the objectives, Services, Deliverables and tasks that the Contractor is expected to provide or perform, the responsibilities and expectations, indicating the type, level and quality of Service that is expected, all of which form a contractual obligation upon the Contractor.
- pp) "**System**" means the complete collection of Hardware, Software and services as described in this Contract, integrated and functioning together, and performing in accordance with this Contract.
- qq) "**Telecommunications**" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.
- rr) "**U.S. Intellectual Property Rights**" means intellectual property rights enforceable in the United States of America, including without limitation rights in trade secrets, copyrights, and U.S. patents.

2. PURPOSE

These General Provisions - electronic Vendor Application of Qualifications (eVAQ) #19-001 are part of the Contract entered into effective as of the Effective Date of the agreement between the State and Contractor.

3. CONTRACT FORMATION

- a) If this Contract results from a sealed bid offered in response to a solicitation conducted pursuant to Chapters 2 (commencing with Section 10290), 3 (commencing with Section 12100), 3.5 (commencing with Section 12120), 3.6 (commencing with Section 12125) of Part 2 of Division 2 of the Public Contract Code (PCC), or PCC Section 6611, then Contractor's bid is a firm offer to the State which is accepted by the issuance of this Contract and no further action is required by either party.
- b) If this Contract results from a solicitation other than described in subsection 3.a) above, Contractor's quotation or proposal is deemed a

firm offer and this Contract document is the State's acceptance of that offer.

- c) If this Contract resulted from a joint bid, it shall be deemed one indivisible Contract. Each such joint Contractor will be jointly and severally liable for the performance of the entire Contract. The State assumes no responsibility or obligation for the division of orders or purchases among joint Contractors.

4. CONTRACT EFFECTIVE DATE

Awarded Contracts signed by the Contractor shall not become effective until signed by the California Department of Technology ("Effective Date").

For CALNET Contracts, an awarded Contractor shall not begin implementation, i.e., selling Services or accepting the Customer orders until the CALNET Contractor Management and Organization (CALNET CMO) authorizes the Contractor in writing to do so, and naming a specific implementation start date for such activities. The CALNET CMO reserves the right to delay a Contractor's implementation of sales and Services of an awarded Contract to the extent determined by the CALNET CMO to be in the State's interest.

For all other Telecom Contracts the Contract Effective date is when the California Department of Technology approves the Contract, unless otherwise specified in the Statement of Work.

5. IRREVOCABLE OFFER

From the date that Contractor executes this Contract ("Signing Date") until such time as the State executes this Contract and Statewide Technology Procurement approves the award of this Contract to Contractor, and as such process is further described herein, this Contract constitutes the irrevocable, firm offer by Contractor to provide the Services to the State for the charges in accordance herewith. This Contract shall not be binding or of any legal force or effect on the State until the authorized execution of this Contract by the Department of Technology, as provided in Section 4 (Contract Effective Date).

Notwithstanding the foregoing, from the Signing Date until the Effective Date, Contractor shall actively continue planning and working with the State to ensure the timely completion of all tasks necessary and sufficient to prepare for and achieve a smooth and seamless conversion of the services related to the ongoing operation, support, and maintenance of the State's infrastructure related to services hereunder that is from the State and its current third party service-providers to Contractor. The State may exercise its option to extend by giving written notice of extension to Contractor prior to expiration of the Term. Contractor shall provide a reminder letter to the State ninety (90) calendar days prior to the end of the Term and each extension thereof if the State shall not have previously provided written notice to Contractor of its intent to extend the Contract prior to such dates.

6. COMPLETE INTEGRATION

This Contract, including any documents incorporated herein by express reference, is intended to be a complete integration and there are no prior, contemporaneous, different, or additional agreements pertaining to the subject matter of the Contract.

7. SEVERABILITY/SURVIVAL CLAUSE

Contracts shall automatically incorporate by reference all of the eVAQ terms and conditions which shall apply for the duration of the Contract. Vendors may utilize the eVAQ terms and conditions for multiple solicitations provided the eVAQ is valid and applicable. If any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect.

8. INDEPENDENT CONTRACTOR

Contractor and the agents and employees of Contractor, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State.

9. APPLICABLE LAW

- a) This Contract shall be governed by and interpreted in accordance with the laws of the State of California: venue of any action brought with regard to this Contract shall be in Sacramento County, Sacramento, California. To the extent Services in this Contract are subject to the jurisdiction of the California Public Utilities Commission (CPUC), the CPUC shall have jurisdiction over this Contract, and Contract and related Services may be subject to modification from time to time as the CPUC may so order in the exercise of their lawful jurisdiction. The United Nations Convention on Contracts for the International Sale of Equipment shall not apply to this Contract.
- b) Contractor, in conducting its business as required by the Contract (including the Solicitation) and agreed to in the proposal, shall comply with the Communications Act of 1934, as amended (including, but not limited to, the Telecommunications Act of 1996 and subsequent Acts), and as interpreted and applied by the applicable regulatory authorities and courts and any applicable rules, regulations and decisions of the Federal Communications Commission (FCC) and the CPUC.

10. COMPLIANCE WITH STATUTES AND REGULATIONS

- a) The State and the Contractor warrants and certifies that in the performance of this Contract, it will comply with all applicable statutes, rules, regulations and orders of the United States and the State of California. The Contractor agrees to indemnify the State against any loss, cost, damage or liability by reason of the Contractor's violation of this provision.
- b) The State will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
- c) The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that: (i) when substantial principles of government or public law are involved, when litigation might create precedent

State of California
Statewide Technology Procurement

affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of Technology shall have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.

- d) If this Contract is in excess of \$554,000, it is subject to the requirements of the World Trade Organization (WTO) Government Procurement Agreement (GPA).
- e) To the extent that this Contract falls within the scope of Government Code Section 11135, the Contractor hereby agrees to respond to and resolve any complaint brought pursuant to this Section.
- f) In the event that any term or action required in this Contract requires a regulatory filing, Contractor shall make such filing and such action and/or term shall, to the extent applicable, be made effective pursuant to the rules of the Federal Communications Commission (FCC) and/or the California Public Utilities Commission (CPUC). To the extent applicable, Contractor shall make the appropriate FCC filing in a timely manner with the rates being effective consistent with FCC requirements. Under the CPUC, terms are effective immediately upon signature by the parties; provided, however, that, to the extent applicable, Contractor is obligated to and shall make a formal filing with the CPUC in a timely manner and shall provide the State with written notice that such filing has been made.
- g) In addition to the foregoing, Contractor shall, after execution of this Contract, make all necessary regulatory filings which shall include the rates and charges for Service and any terms and conditions that affect the rates and charges paid by any Customer.

- h) Should the filings described herein not adequately address an issue or fail to address an essential fact, Contractor's tariffs or published service guides (or other published corporate pricing if Contractor is not required to file tariffs) (collectively the "Contractor's Published Pricing"), if applicable, shall be utilized as a basis for providing continuity of Service, and Service offerings, pending subsequent mutual agreement and modification of this Contract by the parties; provided, however, if the parties are unable to reach such mutual agreement within a reasonable period of time and good faith effort, then the State may take action pursuant to the terms and conditions of this Contract, including but not limited to terminating the affected Service(s) without penalty, or continuing Service at the Contractor's Published Pricing.

11. CONTRACTOR'S POWER AND AUTHORITY

- a) The Contractor warrants that it has full power and authority to grant the rights herein granted and will hold the State harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty. Further, Contractor avers that it will not enter into any arrangement with any third party which might abridge any rights of the State under this Contract.
- b) The State will notify Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
- c) Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of Technology will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the

State will reasonably cooperate in the defense and in any related settlement negotiations.

12. ASSIGNMENT

This Contract shall not be assignable by the Contractor in whole or in part without the written consent of the State. The State's consent shall not be unreasonably withheld or delayed. For the purpose of this paragraph, the State will not unreasonably prohibit Contractor from freely assigning its right to payment, provided that Contractor remains responsible for its obligations hereunder.

13. WAIVER OF RIGHTS

Any action or inaction by the State or the failure of the State on any occasion, to enforce any right or provision of the Contract, shall not be construed to be a waiver by the State of its rights hereunder and shall not prevent the State from enforcing such provision or right on any future occasion. The rights and remedies of the State herein are cumulative and are in addition to any other rights or remedies that the State may have at law or in equity.

14. ORDER OF PRECEDENCE

In the event of any inconsistency between the articles, attachments, specifications or provisions which constitute this Contract, the following order of precedence shall apply:

- a) All regulatory filings pursuant to the terms and conditions of this Contract.
- b) The eVAQ inclusive of the General Provisions eVAQ #19-001. In the instances provided herein where the General Provisions eVAQ #19-001 permit modifications in the SOW, the language in the SOW shall take precedence over the replaced eVAQ or General Provisions eVAQ #19-001 paragraphs.
- c) The Contractor's eVAQ, and any attachments thereto.

State of California
Statewide Technology Procurement

- d) The STD 213 Standard Agreement or any related ordering documents such as STD 65, as applicable, and any amendments thereto, issued as a result of a solicitation (e.g., IFB, RFQP and RFP).
- e) Statement of Work (SOW) contained in the solicitation documentation in the following order of precedence:
 - i. The specifications and requirements contained in the solicitation documentation (e.g., the SOW, including the Business and Technical Requirements, and Appendix A, Glossary).
 - ii. The State approved Catalog A and any amendments thereto (for CALNET Contracts only).
 - iii. The Contractor's response to meet or exceed the specifications and requirements in the solicitation as stated in their bid or proposal. (The parties acknowledge and agree that silence in the bid or proposal with respect to a particular solicitation specification or requirement equals consent by the Contractor.)
- f) Appendix E, Authorization to Order (ATO) form for Services to local government jurisdictions (for CALNET Contracts only).
- g) Form 20, Telecommunications Service Request or equivalent, and Work Authorizations.
- h) The Scope of Work (i.e. agreement between the Contractor and Customer per the Service order) as may be issued by authorized Customers, including in the following order of precedence:
 - i. The specifications and requirements contained in the Scope of Work.
 - ii. The Contractor's response to meet or exceed the specifications and requirements in the Scope of Work as stated in their offer. (The parties acknowledge and agree that silence in the offer with respect to a particular Scope of Work specification or requirement equals consent by the Contractor.).

- iii. All other documents incorporated in the Contract by reference (e.g. End User License Agreements, Acceptable Use Policies, Service guides, product specific terms and conditions).

15. PACKING AND SHIPMENT

- a) All Equipment are to be packed in suitable containers for protection in shipment and storage, and in accordance with applicable specifications. Each container of a multiple container shipment shall be identified to (i) show the number of the container and the total number of containers in the shipment, and (ii) the number of the container in which the packing sheet has been enclosed.
- b) All shipments by Contractor or its subcontractors must include packing sheets identifying: the State's Contract number; item number; quantity and unit of measure; part number and description of the Equipment shipped; and appropriate evidence of inspection, if required. Equipment for different Contracts shall be listed on separate packing sheets.
- c) Shipments must be made as specified in this Contract, as it may be amended, or otherwise directed in writing by the Department of Technology.

16. TRANSPORTATION COSTS AND OTHER FEES OR EXPENSES

No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by the State unless expressly included and itemized in the Contract.

- a) Contractor must strictly follow Contract requirements regarding Free on Board (F.O.B.), freight terms and routing instructions. The State may permit use of an alternate carrier at no additional cost to the State with advance written authorization of the Buyer.
- b) If "prepay and add" is selected, supporting freight bills are required when over \$50, unless an exact freight charge is approved by the Transportation

Management Unit within the Department of Technology and a waiver is granted.

- c) On "F.O.B. Shipping Point" transactions, should any shipments under the Contract be received by the State in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined by the carrier or carriers with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the Equipment and/or material, Contractor, on request of the State, shall at Contractor's own expense assist the State in establishing carrier liability by supplying evidence that the Equipment and/or material was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions.

17. DELIVERY

Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract Time, if stated as a number of days, shall mean calendar days unless otherwise specified. The quantities specified herein are the only quantities required. If Contractor delivers in excess of the quantities or Services specified herein, the State shall not be required to make any payment for the excess Deliverables, and may return them to Contractor at Contractor's expense or utilize any other rights available to the State at law or in equity.

18. SUBSTITUTIONS

Substitution of Deliverables may not be tendered without five (5) days advance written consent of the California Department of Technology (CDT). Contractor shall not use any specification in lieu of those contained in the Contract without written consent of the CDT.

19. SERVICE INTERRUPTIONS

Unless otherwise specified in the Statement of Work, the Contractor's liability for Service interruptions, if any, shall be limited to credit out of allowances provided for in the agreement or Service Level Agreement (SLA) including any applicable tariffs incorporated.

20. CUSTOMER IN-USE REQUIREMENTS

- a) The purpose of the Customer In-Use Requirement is to allow time for the Contractor to correct defects that could prevent new Equipment or Services from performing correctly in support of State programs.
- b) The State requires that each Service, Equipment, and Software component proposed as part of a solution must have been installed and in production to one or more commercial or government accounts in the same or substantially same configuration provided, to paying customers external to the Contractors organization, for at least six (6) months prior to the Installation Date set forth in the applicable Statement of Work or Work Order.
- c) The State has the option at any time to request from the Contractor supporting evidence of compliance to the Customer In-Use Requirements.

21. INSPECTION, ACCEPTANCE AND REJECTION

Unless otherwise specified in the Statement of Work, and subject to Section 39, Invoices and Payments:

- a) Contractor and its subcontractors shall provide and maintain a quality assurance system acceptable to the State covering Deliverables and Services under this Contract and will tender to the State only those Deliverables that have been inspected and found to conform to this Contract's requirements. Contractor will keep records evidencing inspections and their result, and will make these records available to the State during Contract performance and for three (3) years after final payment. Contractor shall permit the State to review procedures, practices, processes, and related documents to determine the acceptability of Contractor's quality assurance system or other similar business practices directly related to performance of the Contract.
- b) All Deliverables may be subject to final inspection, test and acceptance by the State or its authorized representatives. Deliverables may be subject to inspection, test and acceptance at destination, notwithstanding any payment or inspection at source shall not be considered proof of acceptance by the State.
- c) Contractor and its subcontractors shall provide all reasonable facilities for the safety and convenience of inspectors at no additional cost to the

State. Contractor shall furnish to inspectors, at no additional cost to the State, all information and data as may be reasonably required to perform their inspection.

- d) The State shall give written notice of rejection of Deliverables delivered or Services performed hereunder within a reasonable time after receipt of such Deliverables or performance of such Services. Such notice of rejection will state the respects in which the Deliverables or Services, do not substantially conform to their specifications. If the State does not provide such notice of rejection within thirty (30) days of delivery for all purchases, such Deliverables and Services will be deemed to have been accepted. Acceptance by the State will be final and irreversible, except as it relates to latent defects, fraud, and gross mistakes amounting to fraud. Acceptance shall not be construed to waive any warranty rights that the State might have at law or by express reservation in this Contract with respect to any nonconformity.

22. WARRANTY

- a) Limited Warranty for Services. Unless otherwise specified in the Statement of Work, Contractor warrants that Services furnished hereunder will substantially conform to the requirements of this Contract (including without limitation all descriptions, specifications, and drawings identified in the Statement of Work), and:
- i. Services will be performed in accordance with the Contract; and
 - ii. All customer support for Services will be performed with professional care and skill.
- b) Duration of Limited Warranty for Services. The limited warranty will be for the duration of State's use of the Services, subject to the following limitations:
- i. Any implied warranties, guarantees, or conditions not able to be disclaimed as a matter of law last for one year from the start of the limited warranty;
 - ii. The limited warranty does not cover problems caused by the State's accident, abuse or use in a manner inconsistent with

this Contract or any applicable service agreement, or resulting from events beyond Contractor's reasonable control;

- iii. The limited warranty does not apply to components of Software that the State may be permitted to redistribute;
 - iv. The limited warranty does not apply to free, trial, pre-release, or beta services; and
 - v. The limited warranty does not apply to problems caused by the State's failure to meet minimum system requirements.
- c) **Warranty for Software Products.** Any Software products provided by the service provider shall be covered by the developer's consumer warranty that will be passed to the Customer.
- d) Contractor shall apply anti-malware controls to the Services to help avoid malicious software gaining unauthorized access to State Data, including malicious software originating from public networks. Such controls shall at all times equal or exceed the controls consistent with the industry standards for such data, but in no event less than the controls that Contractor applies to its own internal corporate electronic data of like character.
- e) Unless otherwise specified elsewhere in the Statement of Work:
- i. The Contractor does not warrant that any Services provided hereunder are error-free or that it will run without immaterial interruption; and
 - ii. The Contractor does not warrant and will have no responsibility for a claim to the extent that it arises directly from a modification made by the State, unless such modification is approved or directed by the Contractor;
 - iii. Use of Services in combination with Software or Services other than as specified by the Contractor, or
 - iv. Misuse by the State.

- f) All warranties, including special warranties specified elsewhere herein, shall inure to the State, its successors, assigns, customer agencies, and governmental users of the Deliverables or Services.
- g) **Equipment Warranty.** In addition to the warranties set forth herein, any Equipment provided by the Contractor shall be covered by the manufacturer's consumer warranty that will be passed through to the Customer. The Contractor shall provide manufacturer's warranty information (terms and conditions, provider, etc.) to the Customer with all Equipment at the time of delivery. The Contractor shall work with the Customer to facilitate Equipment replacement.
- h) **Warranty for other Deliverables.** The Contractor warrants that Deliverables furnished hereunder will substantially conform to the requirements of this Contract (including without limitation all descriptions, specifications, and drawings identified in the Statement of Work), and the Deliverables will be free from material defects in materials and workmanship. Where the parties have agreed to design specifications (such as a detailed design document) and incorporated the same or equivalent in the Statement of Work directly or by reference, the Contractor will warrant that its Deliverables provide all material functionality required thereby. Unless otherwise specified in the Statement of Work, the duration of warranty shall begin on the delivery date of the Deliverables in question and end one (1) year thereafter.
- i) Except as may be specifically provided in the Statement of Work, and subject to General Provisions eVAQ #19-001, Section 52, Continuing Standards of Performance for Contractor Services, for any breach of the warranties provided in this Section, the State's exclusive remedy and the Contractor's sole obligation will be limited to: (i) re-performance, repair, or replacement of the nonconforming Deliverable or Equipment (including without limitation an infringing Deliverable), or (ii) should the State in its sole discretion consent, refund of all amounts paid by the State for the nonconforming Deliverable, Equipment or Service and payment to the State of any additional amounts necessary to equal the State's Cost to Cover. "Cost to Cover" means the cost, properly mitigated, of procuring Deliverables, Equipment or Services of

equivalent capability, function, and performance. The payment obligation in subsection (j) and (ii) above will not exceed the limits on the Contractor's liability set forth in the General Provisions eVAQ #19-001, Section 30, Limitation of Liability.

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

23. SAFETY AND ACCIDENT PREVENTION

In performing work under this Contract on State premises, Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. The Contractor shall take any additional precautions as the State may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Contract in accordance with the default provisions hereof.

24. INSURANCE

Contractor shall maintain all commercial general liability insurance, workers' compensation insurance and any other insurance required under the Contract. Contractor shall furnish insurance certificate(s) evidencing required insurance coverage acceptable to the State, including endorsements showing the State as an "additional insured" if required under the Contract. Any required endorsements requested by the State must be separately provided; merely referring to such coverage on the certificate(s) is insufficient for this purpose. When performing work on State owned or controlled property, Contractor shall provide a waiver of subrogation in favor of the State for its workers' compensation policy.

25. TERMINATION FOR NON-APPROPRIATION OF FUNDS

- a) If the term of this Contract extends into fiscal years subsequent to that in which it is approved, such continuation of the Contract is contingent on the appropriation of funds for such purpose by the Legislature. If funds to effect such continued payment are not appropriated, Contractor agrees to take back any affected Deliverables furnished under this Contract, terminate any Services supplied to the State under this Contract, and relieve the State of any further obligation therefore.
- b) The State agrees that if it appears likely that subsection a) above will be invoked, the State and Contractor shall agree to take all reasonable steps to prioritize work and Deliverables and minimize the incurrence of costs prior to the expiration of funding for this Contract.
- c) THE STATE AGREES THAT IF PARAGRAPH a) ABOVE IS INVOKED, DELIVERABLES (EXCEPT FOR COMMERCIAL SOFTWARE AND EQUIPMENT ACCEPTED PURSUANT TO SECTION 21 ABOVE) SHALL BE RETURNED TO THE CONTRACTOR IN SUBSTANTIALLY THE SAME CONDITION IN WHICH DELIVERED TO THE STATE, SUBJECT TO NORMAL WEAR AND TEAR. THE STATE FURTHER AGREES TO PAY FOR PACKING, CRATING, TRANSPORTATION TO CONTRACTOR'S NEAREST FACILITY AND FOR REIMBURSEMENT TO THE CONTRACTOR FOR EXPENSES INCURRED FOR THEIR ASSISTANCE IN SUCH PACKING AND CRATING.

26. TERMINATION FOR THE CONVENIENCE OF THE STATE

- a) The CDT may terminate performance of work under this Contract for its convenience in whole or, from time to time, in part, if the Deputy Director, Statewide Technology Procurement, or designee, determines that a termination is in the State's interest. The Deputy Director, Statewide Technology Procurement, or designee, shall terminate by delivering to Contractor a Notice of Termination specifying the extent of termination and the effective date thereof, such date not to be less than thirty (30) days.

- b) After receipt of a Notice of Termination, and except as directed by the CDT, Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. Contractor shall:
- i. Stop work as specified in the Notice of Termination (except as required by any Disentanglement/Migration-Out Services).
 - ii. Place no further subcontracts for materials, Services, or facilities, except as necessary to complete the continuing portion of the Contract.
 - iii. Terminate all subcontracts to the extent they relate to the work terminated.
 - iv. Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts.
- c) After termination, Contractor shall submit a final termination settlement proposal to the Customer in the form and with the information prescribed by the CDT. The Contractor shall submit the proposal promptly, but no later than ninety (90) days after the effective date of termination, unless a different time is provided in the Statement of Work or in the Notice of Termination.
- d) The Contractor and the CDT may agree upon the whole or any part of the amount to be paid as requested under subsection c) above.
- e) Unless otherwise specified in the Statement of Work, upon the termination for convenience, the CDT shall have no obligation to pay the Contractor any amount other than in accordance with the terms of the this Contract the agreed upon price for Deliverables or Services accepted or retained by the Customer and not previously paid for, adjusted for any savings on freight and other charges plus any unrecovered amortized capital costs originally identified in writing by Contractor and approved in advance by the CDT, calculated using Generally Accepted Accounting Principles.

27. TERMINATION FOR DEFAULT

Unless otherwise specified in the Statement of Work:

State of California
Statewide Technology Procurement

- a) The CDT may, subject to the clause titled "Force Majeure" and to subsection d) below, by written notice of default to the Contractor, terminate this Contract in whole or in part if Contractor fails to:
 - i. Deliver the Deliverables or perform the Services within the time specified in the Contract or any amendment thereto;
 - ii. Make progress, so that the lack of progress endangers performance of this Contract; or
 - iii. Perform any of the other provisions of this Contract, or any contract with a Customer.
- b) The CDT's right to terminate this Contract under subsection a) above, may be exercised if the failure constitutes a material breach of this Contract and if the Contractor does not cure such failure within the time frame stated in the CDT's cure notice, which in no event will be less than fifteen (15) days, unless the Statement of Work calls for a different period.
- c) If the CDT terminates this Contract in whole or in part pursuant to this Section, it may acquire under terms and in the manner the CDT considers appropriate, Deliverables or Services similar to those terminated, and the Contractor will be liable to the CDT for any excess costs for those Deliverables and Services, including without limitation costs third party vendors charge for the Deliverables, including any Equipment (but subject to the clause entitled "Limitation of Liability"). However, the Contractor shall continue the work not terminated.
- d) If the Contract is terminated for default, the CDT may require the Contractor to transfer title, or in the case of licensed Software, license, and deliver to the CDT, as directed , any: completed , partially-completed or accepted Deliverables or pre-paid Services, and, subject to provisions of subsection e) below, related to the terminated portion of this Contract. Nothing in this subsection d) will be construed to grant the CDT rights to Deliverables or Services that it would not have received had this Contract been fully performed. Upon direction of the CDT, the Contractor shall also protect and preserve property in its possession in which the CDT has an interest.
- e) The CDT shall pay Contract price for completed, partially-completed or accepted Deliverables and items the CDT requires the Contractor to transfer under Section d) above. Unless the Statement of Work calls for different procedures or requires no-charge delivery of materials, the Contractor and CDT shall attempt to agree on the amount of payment for

materials delivered and accepted by the Customer for the protection and preservation of the property; provided that where the Contractor has billed the Customer for any such materials, no additional charge will apply. Failure to agree will constitute a dispute under the Disputes clause. The CDT or Customer may withhold from these amounts any sum it determines to be necessary to protect the CDT or Customer against loss because of outstanding liens or claims of former lien holders.

- f) If, after termination, it is determined by a final decision that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the CDT.
- g) Both parties, CDT and Contractor, upon any termination for default, have a duty to mitigate the damages suffered by each party.
- h) The rights and remedies of the CDT in this clause are in addition to any other rights and remedies provided by law or under this Contract, and are subject to the clause titled "Limitation of Liability".

28. FORCE MAJEURE

Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include, but are not limited to: a) Acts of God or of the public enemy, and b) Acts of the federal or State government in either its sovereign or contractual capacity. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform.

29. RIGHTS AND REMEDIES OF STATE FOR DEFAULT

- a) Except as provided in Section 21 and subject to Section 22 above, in the event any Deliverables furnished or Services provided by Contractor in the performance of the Contract should fail to conform to the requirements herein, the State may reject the same, and it shall become the duty of

Contractor to reclaim and remove the Deliverable promptly, including providing the State with the appropriate instructions for returning the Equipment, or to correct the performance of the Services, without expense to the State, and immediately replace or re-perform all such rejected Deliverables or Services, as applicable, with others conforming to the Contract.

- b) In addition to any other rights and remedies the State may have, the State may require Contractor, at Contractor's expense, to ship Deliverables via air freight or expedited routing to avoid or minimize actual or potential delay if the delay is the fault of Contractor.
- c) In the event of the termination of the Contract, either in whole or in part, by reason of default or breach by Contractor, any loss or damage sustained by the State in procuring any items which Contractor agreed to supply shall be borne and paid for by Contractor, (but subject to the clause titled "Limitation of Liability").
- d) The State reserves the right to offset the reasonable cost of all damages caused to the State against any outstanding invoices or amounts owed to Contractor or to make a claim against the Contractor therefore.

30. LIMITATION OF LIABILITY

- a) Except as may be otherwise approved by the Department of Technology, Deputy Director, Statewide Technology Procurement or Deputy Chief Technology Officer, or designee, and subject to subsection b) below, Contractor's liability for damages to the State for any cause whatsoever, and regardless of the form of action, whether in Contract or in tort, shall be limited to the Purchase Price. For purposes of this subsection a), "Purchase Price" will mean the aggregate Contract price; except that, with respect to a Contract under which multiple purchase orders will be issued (e.g., a Master Agreement or Multiple Award Schedule contract), "Purchase Price" will mean the total price of the purchase order for the Deliverable(s) or Service(s) that gave rise to the loss, such that Contractor will have a separate limitation of liability for each purchase order.
- b) The foregoing limitation of liability shall not apply (i) to any liability under Section 10, Compliance with Statutes and Regulations, (ii) to liability under Section 50, Patent, Copyright, and Trade Secret Indemnity, or to any other liability (including without limitation indemnification obligations)

for infringement of third party intellectual property rights; (ii) to claims covered by any specific provision herein calling for liquidated damages; (iii) to claims arising under provisions herein calling for indemnification for third party claims against the State for bodily injury to persons or damage to real or tangible personal property caused by Contractor's negligence or willful misconduct; (iv) to costs or attorney's fees that the State becomes entitled to recover as a prevailing party in any action, or (v) to direct costs of mitigation, remediation and/or notification obligations resulting from any data breach.

- c) Nothing herein shall be construed to waive or limit the State's sovereign immunity or any other immunity from suit provided by law.
- d) In no event will either the Contractor or the State be liable for consequential, incidental, indirect, special, or punitive damages, even if notification has been given as to the possibility of such damages, except (i) to the extent that Contractor's liability for such damages is specifically set forth in the Statement of Work or (ii) to the extent that Contractor's liability for such damages arises out of subsection b)(i), b)(ii), or b)(iv) above.

31. DE MINIMIS DELIVERABLE OR SERVICE REQUESTS (specific to CALNET contracts)

At any time during the term, if the State determines that such Deliverables or Services requested were not provided with the required items/Services for the Deliverable or Service to perform in accordance with the intended specification and parties cannot agree as to whether such Deliverables or Services are included as part of the Deliverables and Services offered by the Contractor and the financial impact on the Contractor of satisfying such request is less than Twenty-Five Thousand Dollars (\$25,000.00) and to the extent that the cumulative and aggregate amount of all such Deliverables or Services provided does not result in a financial impact on the Contractor in excess of Section 30, Limitation of Liability, during any contract year, such failure to agree shall (1) not be deemed a disagreement; (2) such request shall be deemed a request for Services; and (3) all such Services, products, or resources shall be provided to the State by the Contractor at no cost in accordance with the terms of this Contract.

32. STATEMENT OF ECONOMIC INTERESTS

As applicable, consultants can be categorized as a public official for purposes of adherence to Conflict of Interest laws and the filing of a Statement of Economic Interests (Form 700). As such, upon award and prior to beginning work, and on an annual basis, the consultant's staff and/or subcontractors (as applicable) engaged in performing the Services described in the Contract are required to complete and submit a Form 700 to the State of California. To acquire an exemption from this requirement, consultant must submit a request to the Department of Technology, Statewide Technology Procurement explaining the basis for the request and the staff or subcontractor staff to be excluded on that basis. Form 700 and instructions can be accessed at the [California Fair Political Practices Commission website](#).

33. ACCESS TO FACILITIES/FACILITIES ACCESS POLICIES (specific to CALNET contracts)

The State acknowledges that the Contractor or its employees and/or subcontractors (collectively the "Contractor Personnel") may work closely with the State to implement and perform the Services by working on the premises of participating State agencies and departments ("State Locations").

- a) The State will ensure that Contractor Personnel have access to State Locations as reasonably necessary for the Contractor to provide the Services for which the Contractor is responsible.
- b) Contractor Personnel will coordinate with the State as necessary to obtain access to State Locations to perform the Services, or to perform other obligations as contained herein.
- c) If, as part of a State agency or department's standard policies and procedures regarding Contractors working onsite, require Contractor Personnel to execute certain documents prior to gaining access to State Locations ("Standard Access Agreements"), the State will use reasonable endeavors to:
 - i. Provide a copy of; or

- ii. A URL link to such Standard Access Agreements to Contractor in advance of any Contractor Personnel accessing the State Locations; or
- iii. Copies or references to Standard Access Agreements already executed by Contractor that apply, if any, with a statement that those are still applicable to Contractor Personnel.

34. USE AND ADVERTISING USE OF DATA

Contractor or its third party providers are not authorized to use, sell, resell, package or repackage or publicly display any information deemed by the State as confidential, sensitive or personal information pursuant to the eVAQ language or State data without written express approval of the State. This restriction includes key word searching or data mining of State data.

35. STATE COST RECOVERY

Unless otherwise specified in the Statement of Work:

The State shall not use Software, data, web services, or Documentation for a site or Service and operate the site or the Service for a profit or generate revenue through direct or indirect methods (e.g., advertising or by charging for access to the site or Service). However, the State is authorized to provide fee-based access to an application built upon Software, hardware, Services or Documentation to eligible employees, departments, agencies, local governmental entities, and consultants of the State of California, through a website, Internet Service or otherwise, provided that the fees are established on a cost recovery basis and not for profit.

36. PRICE GUARANTEE PERIOD

The Contractor shall guarantee all pricing must be at or below market value for the entire Contract Term. Any adjustment or amendment to the original contract will not be effective unless a written amendment is approved by the State and the Contractor. The State will be given the immediate benefit of any decrease in the market, product set, or allowable discount.

Additionally, the parties may negotiate Individual Price Reductions (IPR) as described herein or the SOW Business Requirements, as applicable.

37. CONTRACTOR'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY

- a) Contractor shall be liable for damages arising out of injury to the person and/or damage to the property of the State, employees of the State, persons designated by the State for training, or any other person(s) other than agents or employees of the Contractor, designated by the State for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the Deliverables either at Contractor's site or at the State's place of business, provided that the injury or damage was caused by the fault, negligence, or willful misconduct of Contractor.
- b) Contractor shall not be liable for damages solely arising out of or caused by an alteration or an Attachment not made or installed by Contractor, or for damage to alterations or Attachments that may result from the normal operation and maintenance of the Deliverables provided by Contractor during the Contract.

38. INDEMNIFICATION

Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses due to the injury or death of any individual, or the loss or damage to any real or tangible personal property, resulting from the willful misconduct or negligent acts or omissions of Contractor or any of its affiliates, agents, subcontractors, employees, suppliers, or laborers furnishing or supplying work, Deliverables, Services, materials, or supplies in connection with the performance of this Contract. Such defense and payment will be conditional upon the following:

- a) The State will notify Contractor of any such claim in writing and tender the defense thereof within a reasonable time (but no delay or failure to so notify Contractor shall relieve it of its obligations under this Contract except to the extent that Contractor has suffered actual prejudice by such delay or failure); and

- b) Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of Technology shall have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.

39. INVOICES & PAYMENTS

Unless otherwise specified in the Statement of Work:

a) Invoices

Any approved Service taxes, fees, surcharges, and surcredits may be separately identified on each invoice as applicable. In addition, each invoice shall be in the form specified by the State (including whether issued as a single, aggregate invoice or separate invoices for different Services or entities) and shall (i) comply with all applicable legal, regulatory and accounting requirements, (ii) allow a Customer to validate volumes and charges, (iii) permit a Customer to chargeback internally, and (iv) meet the State's billing requirements in accordance with the Statement of Work. Invoices with a name other than that established in the original Contract (including approved Subcontractors or Affiliates) cannot be paid prior to execution of a Contract Amendment. The data underlying each invoice shall also be delivered to a Customer electronically in a form and format specified in the Statement of Work but also the format shall be compatible with all other applicable State's accounting systems as necessary.

b) Budget Contingency Clause

This Contract is valid and enforceable only if: (a) sufficient funds are made available by the State Budget Act of the appropriate State Fiscal Year(s)

covered by this Agreement for the purposes of this program; and/or (b) sufficient funds are made available to the State by the United States Government for the Fiscal Year(s) covered by this contract for the purposes of this program.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State other than as contained herein, or offer an Agreement amendment to the Contractor to reflect the reduced amount, as provided in Section 25, Termination for Non-Appropriation of Funds.

c) Recoup Cost Clause

For purpose and clarity and avoidance of confusion under this contract, the State is granted the limited right to make products and Services contemplated herein available to a) other State of California governmental entities and b) other municipal or local governments within the state of California. The State shall be authorized to establish a fee-based access to applications, data, documentation or Services provided under this contract, provided that the fees are established on a cost recovery basis and not for profit.

d) Acceptance Payments

Acceptance procedures to initiate payments will be as set forth in the Customer's Scope of Work and/or Ordering Documents. A Customer shall be deemed to have accepted each Service either (i) upon its issuance of written notice of such acceptance or (ii) thirty (30) calendar days after the Service activation date, excluding delays due to shipping time, or acceptance testing period (collectively Acceptance), unless otherwise specified in the Scope of Work or at or before the time the Customer gives the Contractor written notice of rejection or requests additional time. Any notice of rejection will explain how the Deliverable or Service fails to substantially conform to the functional and performance specifications of the Statement of Work and the Customer's Scope of Work. The Contractor will, upon receipt of such notice, investigate the reported deficiency and exercise reasonable best efforts to remedy it promptly. The Customer, in its sole discretion, will have the option to re-perform the acceptance test. If

the Contractor is unable to remedy the deficiency within thirty (30) calendar days of notice of rejection, the Customer shall have the option of terminating for default the portion of the Contract that relates to such Deliverable or Service, or terminating this Contract in its entirety for default; and/or the State or the Customer shall have the option of terminating the Service order or accepting substitute Deliverables or Service or other remedy provided in the SOW Business Requirements. No payment will be due before Acceptance thereof, except to the extent required by progress payment terms and/or progress payment requirements in the Scope of Work, if applicable.

40. REQUIRED PAYMENT DATE

Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 et. seq. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than 45 days after: (a) the date of acceptance of Deliverables or performance of services; or (b) receipt of an undisputed invoice, whichever is later.

41. SERVICE TAXES, FEES, SURCHARGES, AND SURCREDITS

- a) The State government Customers of this Contract shall be subject to service taxes, fees, surcharges, and surcredits that are mandated by the government of the State of California (including the CPUC), and the federal government (including the FCC), as applicable. The Non-State Customers shall be subject to Service taxes, fees, surcharges and surcredits mandated by the State and federal governments, and also as mandated by California local government jurisdictions and political subdivisions, as applicable. Mandates in effect at the time of award and as hereafter mandated may be recovered from Customers of the applicable Service.
- b) The CDT reserves the right to verify, and if necessary, challenge the Contractor and the applicable regulatory authority, the application by the Contractor of Service taxes, fees, surcharges, and surcredits referred to in subsection a) above. Should the CDT consider the application of

such items to be inappropriate, the CDT and the Contractor shall meet and confer regarding the applicability of such items. If thereafter a dispute exists regarding the proper application of such items, the parties may resolve such disputes in accordance with Section 54, Disputes. Either party may seek guidance or clarification from the applicable regulatory authority regarding the appropriate application of such items. If the application of such items is deemed inappropriate by the regulatory authority, the Contractor shall cease and/or revise the application of such items and, if appropriate, issue retroactive credits to the impacted Customer(s).

- c) All charges under this Contract are exclusive of applicable federal, state and local sales, use, excise, utility, and gross receipt taxes, other similar tax-like charges and surcharges. The Contractor will provide the CDT the tax exemption certificates that comply with the requirements of the Internal Revenue Code and Regulations (i.e., see Internal Revenue Regulations Section 49.4253-11 and IRS Publication 510 or their current equivalent versions). The Contractor agrees to exempt all Entities from federal excise taxes and E-9-1-1 taxes as of the date the Contractor receives a duly authorized and valid exemption certificate. The Contractor agrees, for the purpose of federal exemption, that the CDT will act as the authorized agent for this Contract in submitting exemption requests on behalf of all Entities.
- d) The State of California government Customers are exempt from Service taxes, fees, surcharges, or surcredits imposed by local government and political subdivision entities, as applicable. The Contractor shall not apply Service taxes, fees or surcharges imposed by local governments and political subdivisions to the State as applicable. The State shall not be required to submit certificates of exemption in order to claim or confirm local government and political subdivision exemptions.

42. NEWLY MANUFACTURED EQUIPMENT

All Equipment furnished under this Contract shall be newly manufactured Equipment or certified as new and warranted as new by the manufacturer; used or reconditioned Equipment are prohibited, unless otherwise specified.

43. CONTRACT MODIFICATION

- a) No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Contract is binding on any of the parties.
- b) Any change to the Contractor's name will require a Contract amendment. The State, upon notification and receipt of legal documentation indicating the name change from the Contractor, will process the required amendment, assuming no other change has been made to the business entity.

44. CONFIDENTIALITY OF DATA

All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to Contractor in order to carry out this Contract, or which become available to Contractor in carrying out this Contract, shall be protected by Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State, but in no event less than reasonable care. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to Contractor. If the methods and procedures employed by Contractor for the protection of Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available other than through a breach of Contractor's or a third party's confidentiality obligations, is already rightfully in Contractor's possession without obligation of confidentiality, is independently developed by Contractor outside the scope of this Contract and without reference to the State's confidential data information, or is rightfully obtained from third parties without an obligation of confidentiality or is required to be disclosed

by subpoena or other legal process, limited to the extent required by the terms of such subpoena or other legal process.

- a) The Contractor shall not use or share CPNI for any activity other than as permitted by applicable law and with the approval of the Customer. The Contractor shall provide reasonable written notification to the Customer prior to the disclosure of CPNI, except where expressly authorized by the Customer. Such notification shall indicate the reason for the CPNI disclosure. A description of the Contractor's process for obtaining the Customer's authorization to release CPNI shall be provided upon the State's request.

45. NEWS RELEASES

Any news releases, endorsements, advertising, and social media content pertaining to this Contract shall not be made without prior written approval of the Department of Technology.

46. SOFTWARE LICENSE

Unless otherwise specified in the Statement of Work:

Contractor hereby grants to the State and the State accepts from the Contractor, subject to the terms and conditions of this Contract, a perpetual, irrevocable, royalty-free, non-exclusive right, to the use of Software products in this Contract. The State may use the Software products only in connection with the use of the Service and according to the licensing terms specified in a Statement of Work or otherwise in the Contract. Acceptance of the Software (including any third-party Commercial Software/End User License Agreement (EULA) associated with Services sold under this Contract will be governed by the terms and conditions of this Contract.

47. PROTECTION OF CONTRACTOR FURNISHED PROPRIETARY SOFTWARE AND OTHER PROPRIETARY DATA

- a) The State agrees that all material appropriately marked or identified in writing as proprietary, and furnished by Contractor hereunder are provided for the State's exclusive use, for the purposes of this Contract only. All such proprietary data shall remain the property of Contractor. The State agrees to take all reasonable steps to insure that such proprietary data are not disclosed to others, without prior written consent of Contractor, subject to the California Public Records Act.
- b) The State will insure, prior to disposing of any Contractor furnished media, that any licensed materials contained thereon have been erased or otherwise destroyed.
- c) The State agrees that it will take appropriate action by instruction, agreement or otherwise with its employees or other persons permitted access to Contractor furnished licensed software and other proprietary data to satisfy its obligations in this Contract with respect to use, copying, modification, protection and security of proprietary software and other proprietary data.

48. FUTURE RELEASES

Unless otherwise specifically provided in the Statement of Work, if improved versions, e.g., patches, bug fixes, updates or releases, of any Software Product are developed by the Contractor, and are made available to other licensees, they will be made available to the State at no additional cost only if such are made available to other licensees at no additional cost. If the Contractor offers new versions or upgrades to the Software Product, they shall be made available to the State at the State's option at a price no greater than the Contract price plus a price increase proportionate to the increase from the list price of the original version to that of the new version, if any. If the Software Product has no list price, such price increase will be proportionate to the increase in average price from the original to the new version, if any, as estimated by the Contractor in good faith.

49. ENCRYPTION & AUTHORIZATION KEYS

Upon initiation of Service, Contractor, where applicable, shall provide all encryption and authorization keys required by the State to operate or access the Software products, Services or Equipment.

50. PATENT, COPYRIGHT AND TRADE SECRET INDEMNITY

- a) Contractor will indemnify, defend, and save harmless the State, its officers, agents and employees, from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement or violation of any U.S. Intellectual Property Right by any Deliverable or Service provided hereunder. With respect to claims arising from any Deliverable including Equipment or Software manufactured by a third party and sold by Contractor, pursuant to this Contract, Contractor will pass through to the State such indemnity rights as it receives from such third party ("Third Party Obligation") and will cooperate in enforcing them; provided that if the third party manufacturer fails to honor the Third Party Obligation, Contractor will provide the State with indemnity protection equal to that called for by the Third Party Obligation, but in no event greater than that called for in the first sentence of this Section. The provisions of the preceding sentence apply only to third party Equipment or Software sold as a distinct unit and accepted by the State. Unless a Third Party Obligation provides otherwise, the defense and payment obligations set forth in this subsection will be conditional upon the following:
- i. The State will notify Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
 - ii. Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that: (a) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (b) where a settlement would impose

State of California
Statewide Technology Procurement

liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of Technology will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (c) the State will reasonably cooperate in the defense and in any related settlement negotiations.

- b) Should the Deliverables and Services or the operation thereof, become, or in Contractor's opinion are likely to become, the subject of a claim of infringement or violation of a U.S. Intellectual Property Right, the State shall permit the Contractor, at its option and expense either: (i) to procure for the State the right to continue using the Deliverables and Services, or (ii) to replace or modify the same so that they become non-infringing, or (iii) to discontinue the infringing Service and refund any amount paid by the State for such Service to the date when infringement occurred. If none of these options can reasonably be taken, or if the use of such Deliverables and Services by the State shall be prevented by injunction, the Contractor agrees to take back such Deliverables and make every reasonable effort to assist the State in procuring substitute Deliverables and Services. If in the sole opinion of the State, the return of such infringing Deliverables makes the retention of other Deliverables or the use of Services acquired from the Contractor under this Contract impractical, the State shall then have the option of terminating such Contracts, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back such Deliverables and refund any sums the State has paid Contractor less any reasonable amount for use or damage.
- c) The Contractor shall have no liability to the State under any provision of this clause with respect to any claim of patent, copyright or trade secret infringement which is based upon:
- i. The combination or utilization of Deliverables furnished hereunder with Equipment, Software, or devices not made or furnished by the Contractor; or
 - ii. The operation of Equipment furnished by the Contractor under the control of any operating Software other than, or in addition to, the current version of Contractor-supplied operating Software; or
 - iii. The modification by the State of the Equipment furnished hereunder or of the Software; or

- iv. The combination or utilization of Software furnished hereunder with non-Contractor supplied Software.
- d) Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Contract for the acquisition, operation, hardware, or maintenance of computer Software in violation of copyright laws.

51. EXAMINATION AND AUDIT

Unless otherwise specified in the Statement of Work:

- a) Without limiting any examination or audit rights, or other rights of the State set forth in the Contract, Contractor agrees that the State, or its designated representative, shall have the right, at any tier or level, to audit, review and copy any records and supporting documentation pertaining to performance of and invoicing under this Contract and to audit the practices and facilities used by Contractor to provide the Services and related operational matters. Contractor agrees to maintain such records for possible audit for a minimum of four (4) years after final payment and five (5) years for Federal Universal Service Fund ("E-rate") funded projects, unless a longer period of records retention is stipulated or required by law. Contractor agrees to allow the auditor(s) access to such records and facilities during normal business hours and to allow interviews of any employees or others who might reasonably have information related to such records. The State agrees to take all reasonable steps to ensure that such information is not disclosed to third parties, subject to the California Public Records Act or other lawful process (e.g. in response to a subpoena).
 - i. For avoidance of doubt, audits may include those conducted by personnel of the State, or its designated representative, in performance of Contract oversight responsibilities in reviewing invoices, monthly fiscal management and/or other required reports, as well as the application of service taxes, fees, surcharges and surcredits on invoices.
 - ii. If an audit reveals that Contractor has overcharged the State or Customers for Service(s) during the period to which the audit relates, then Contractor shall promptly refund such overcharges to

the State or Customer as appropriate, and, if the amount of the overcharge (offset by any undercharges revealed by such audit) is more than five percent (5%) of Contractor's charges to the State or Customer for such Service(s) for such period, the reasonable cost of such audit (including any imputed costs of State for audits performed by the State itself) shall be borne by Contractor.

- iii. If any audit reveals an inadequacy or insufficiency of Contractor's performance, including performance in connection with any security obligations of Contractor as set forth in this Contract, Contractor shall promptly develop and provide to the State, for approval, a reasonable and detailed corrective action plan and promptly thereafter implement such plan in accordance with its terms. In addition, the cost of such audit, and subsequent related audits or audit activity, shall be borne by Contractor in the event that: (i) the State specifically identifies a particular deficiency with respect to Contractor's performance of any particular Service; and (ii) Contractor either denies or fails to cure such identified deficiency within thirty (30) calendar days. Further, Contractor agrees to include an equivalent right of the State to audit records and facilities and interview staff in any subcontract related to performance of and invoicing under this Contract.
- b) Notwithstanding anything to the contrary in this Section, the State or any auditing body or its designated representative, agrees that it will not exercise the audit rights described in this Section for purposes of conducting an enterprise-wide audit of Contractor's performance under this Contract (i.e., Contractor's performance hereunder with respect to all issued Ordering Documents) more than once per calendar year, however, any follow-up reviews or other investigations related to an audit initiated under this Section may be conducted at any time and upon reasonable notice.
 - c) Where Contractor conducts an internal audit of Contractor's performance under this Contract which shows any significant failures by Contractor to meet its obligations hereunder, Contractor shall provide to the State a written summary describing in reasonable detail such findings of such internal audit. If Contractor determines at any time that it has overcharged any Customer, then Contractor shall promptly provide to the

applicable Customer a credit equal to the amount of such overcharge plus interest from the date of Contractor's receipt of such overcharge at a rate which is consistent with the rate provided in the California Prompt Payment Act, Government Code Section 927 et seq.

- d) Contractor agrees that (i) the State or its designees will have the right to obtain, copy and review all billing records of public or local government entities purchasing under this Contract, provided that notice of such rights is included within the Authorization to Order (ATO) under State Contract used by non-State agencies purchasing under the Contract; and (ii) the State may forward audit results showing call rate discrepancies to the CPUC.

52. CONTINUING STANDARDS OF PERFORMANCE FOR CONTRACTOR SERVICES

Unless otherwise specified in the Statement Work:

- a) Applicability

Contractor agrees that subsequent to completion of the successful performance period and Acceptance of the Services by the State, Contractor will comply with the availability and/or performance requirements and criteria established in this Contract throughout the full Contract Term, including any extensions. If the State determines, after at least six (6) months experience with the measurement method prescribed below, that the methods and procedures should be modified to more accurately identify material System deficiencies, an appropriate Contract amendment shall be negotiated and upon agreement executed to effect such modification.

- b) Causes and Effects of Contractor Service Malfunctions
 - i. The State recognizes that Equipment failures do occur, and that Software is not infallible. Moreover, the State concedes that conditions external to Equipment may cause it to fail, particularly environmental conditions, that are outside the Equipment design operating parameters. The State agrees, therefore, that unsatisfactory Contractor Service performance which is outside the control of Contractor or

- Contractor Personnel will not be considered in a determination of the level of performance.
- ii. In the event Contractor's Service failure or unsatisfactory performance is a result of factors external to the Contract, Contractor agrees to make appropriate recommendations to the State in order that such external factors may be corrected to preclude future problems of a similar nature. Within five (5) business days after such failure occurs, Contractor shall meet and confer with the State regarding appropriate next steps, which may include preparation, for the State's review, comment and approval, of a milestone-based action plan making such recommendations and corrections described in the preceding sentence.
 - iii. In the event that the precise cause of a failure cannot be readily determined, both the State and Contractor shall continue to research the situation until the probable cause has been identified or until agreement is reached that the probable cause cannot be identified. Within five (5) business days after such failure occurs (or such other timeframe specified in the solicitation), Contractor shall meet and confer with the State regarding appropriate next steps, which may include preparation, for the State's review, comment and approval, of a milestone-based action plan for researching the probable cause of the failure.

c) Levels of Performance Required

Contractor shall perform the Deliverables or Services, at the levels of quality, completeness, accuracy, timeliness, responsiveness and efficiency that are consistent with the accepted industry standards or Service Level Agreements applicable to the performance of such Deliverables and the Services or, if higher, the levels of the same received by the State prior to the Effective Date and as set out in applicable Service performance exhibits or the Statement of Work, agreed upon by the parties and incorporated into the Contract. Without limiting the foregoing or other obligations of Contractor, for those Deliverables and Services for which the Statement of Work specifies a particular service level, Contractor shall provide all Deliverables, and Services at levels at least in accordance with such service levels.

d) Remedies for Unacceptable Levels of Performance

State of California
Statewide Technology Procurement

The remedies provided in this Section shall be in addition to any remedies provided in Section 22, Warranty. If a Contractor Deliverable, requirement, or Service does not meet the minimum level of performance as set forth in the Statement of Work, the remedy or process for correction set forth in the Statement of Work will be followed by the parties. If the specific Deliverable or Service has no remedy or process for correction set forth in the Statement of Work, State shall promptly notify Contractor in writing of such unacceptable performance and the impact on the State, and Contractor shall promptly initiate action to remedy the unsatisfactory performance. Contractor shall, at its option, take one or more of the following actions to correct the situation:

- i. Provide on-site Contractor personnel for analysis of the problem;
- ii. Replace the Equipment, Deliverable or Service;
- iii. Provide substitute Equipment, Deliverable or Service satisfactory to the State;
- iv. Modify the Equipment, Deliverable or Service; or
- v. Take any other action with which the State concurs.

If Contractor fails to correct an unacceptable level of performance with respect to any Equipment, Deliverable, or Service to the requirements of the Contract of the State during the thirty (30) calendar days following receipt of written notice from the State (or such other timeframe specified in the Contract), the State and Contractor can mutually agree to extend the time to a specified date. If Contractor fails to correct the situation to the satisfaction of the State by the end of the specified time period, then, without limiting any other remedy specified in the Contract, the State may (i) secure replacement Equipment, Deliverables, or Services with Contractor responsible for payment of Costs to Cover, and/or (ii) terminate that portion of the Contract relating to the deficient Equipment, Deliverable, Requirement, or Service. The above-described remedies are not intended to constrain either party from any other action mutually agreed to by Contractor and the State as being more appropriate or to limit any of the State's other rights and remedies under this Contract, at law or in equity, including the application of Section 63, Liquidated Damages or the exercise of Section 64, Set-Off Rights.

e) Replacement or Substitution of Equipment by Contractor

If Contractor, in an attempt to improve the level of performance, replaces or substitutes Equipment or Service that meets all of the Contract requirements, such replacement or substitution shall be at no cost to the State.

f) Review of Performance

Contractor's performance will be periodically evaluated in accordance with the service levels for each Service delivered throughout the term of this Contract.

53. AVAILABILITY

If at any time after award of this Contract, the Contractor becomes unable to provide any part of its contracted Services, the Contractor must, within ten (10) Business Days, notify the State in writing to seek a potential resolution, and if appropriate, propose a replacement of those Services which it can no longer provide. The replacement must be at no cost to the State, and shall be equivalent to or exceed the proposed Service which was previously offered and accepted by the State in the Contractor's Final Bid or awarded Contract.

The State reserves the sole right to determine if the proposed replacement is acceptable. An inability to provide a mandatory requirement may be grounds for Contract termination in whole or in part.

54. DISPUTES

- a) The parties shall deal in good faith and attempt to resolve potential disputes informally.
- b) If the dispute persists, the Contractor shall submit to the contracting Department Director or designee a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to or involving this Contract. Contractor's written demand shall be fully supported by factual information, and if such demand involves a cost adjustment to the Contract, Contractor shall include with the demand a written statement signed by an authorized person indicating that the demand is made in good faith, that the supporting data are accurate and complete and that the amount requested accurately reflects the

State of California
Statewide Technology Procurement

Contract adjustment for which Contractor believes the State is liable. The contracting Department Director or designee shall have thirty (30) days after receipt of Contractor's written demand invoking this Section 54, Disputes, to render a written decision. If a written decision is not rendered within thirty (30) days after receipt of the Contractor's demand, it shall be deemed a decision adverse to the Contractor's contention.

- c) If the Contractor is not satisfied with the decision of the contracting Department Director or designee, the Contractor may appeal the decision, in writing, within fifteen (15) days of its issuance (or the expiration of the thirty (30) day period in the event no decision is rendered by the contracting department), to the Department of Technology, Deputy Director, Statewide Technology Procurement or Deputy Chief Technology Officer, or designee, who shall have thirty (30) days to render a final decision. If the Contractor does not appeal the decision of the contracting Department Director or designee, the decision shall be conclusive and binding regarding the dispute and the Contractor shall be barred from commencing an action in court, or with the Government Claims Board, for failure to exhaust Contractor's administrative remedies.
- d) Pending the final resolution of any dispute arising under, related to or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract Service in accordance with the State's instructions regarding this Contract. Contractor's failure to diligently proceed in accordance with the State's instructions regarding this Contract shall be considered a material breach of this Contract.
- e) Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Department of Technology, Deputy Director, Statewide Technology Procurement or Deputy Chief Technology Officer, or designee if an appeal was made. If the Department of Technology Deputy Director or designee fails to render a final decision within thirty (30) days after receipt of the Contractor's appeal for a final decision, it shall be deemed a final decision adverse to the Contractor's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless Contractor commences an action in a court of competent jurisdiction to contest such decision within ninety (90) days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.

- f) For disputes involving purchases made by the Department of Technology, the Contractor shall submit to the Department Director or designee a written demand for a final decision, which shall be fully supported in the manner described in subsection a) above. The Department Director or designee shall have thirty (30) days to render a final decision. If a final decision is not rendered within thirty (30) days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contention. The final decision shall be conclusive and binding regarding the dispute unless the Contractor commences an action in a court of competent jurisdiction to contest such decision within ninety (90) days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.
- g) The dates of the decision and appeal in this Section may be modified by mutual consent, as applicable, excepting the time to commence an action in a court of competent jurisdiction.

55. STOP WORK

- a) The State may, at any time, by written Stop Work Order to Contractor, require Contractor to stop all, or any part, of the work called for by this Contract for a period of forty-five (45) days after the Stop Work Order is delivered to Contractor, and for any further period to which the parties may agree. The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the Stop Work Order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within a period of forty-five (45) days after a Stop Work Order is delivered to Contractor, or within any extension of that period to which the parties shall have agreed, the State shall either:
 - i. Cancel the Stop Work Order; or
 - ii. Terminate the work covered by the Stop Work Order as provided for in the termination for default or the termination for convenience clause of this Contract.
- b) If a Stop Work Order issued under this clause is canceled or the period of the Stop Work Order or any extension thereof expires, Contractor shall resume work. The State shall make an equitable adjustment in the

delivery schedule, this Contract price, or both, and this Contract shall be modified, in writing, accordingly, if:

- i. The Stop Work Order results in an increase in the time required for, or in Contractor's cost properly allocable to the performance of any part of this Contract; and
 - ii. Contractor asserts its right to an equitable adjustment within sixty (60) days after the end of the period of work stoppage; provided, that if the State decides the facts justify the action, the State may receive and act upon a proposal submitted at any time before final payment under this Contract.
- c) If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated in accordance with the provision entitled Termination for the Convenience of the State, the State shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.
- d) The State shall not be liable to Contractor for loss of profits because of a Stop Work Order issued under this clause.

56. FOLLOW-ON CONTRACTS

- a) If Contractor or its Affiliates provides Technical Consulting and Direction (as defined below), Contractor and its Affiliates:
- i. Will not be awarded a subsequent Contract to supply the Deliverables, Services, or systems, or any significant component thereof, that is used for or in connection with any subject of such Technical Consulting and Direction; and
 - ii. Will not act as consultant to any person or entity that does receive a Contract described in subsection i. above. This prohibition will continue for one (1) year after termination of this Contract or completion of the termination of this Contract or completion of the Technical Consulting and Direction, whichever comes later.
- b) "Technical Consulting and Direction" means Services for which Contractor received compensation from the State and includes:
- i. Development of or assistance in the development of work statements, specifications, solicitations, or feasibility studies;
 - ii. Development or design or test requirements;
 - iii. Evaluation of test data;

- iv. Direction of or evaluation of another Contractor;
 - v. Provision of formal recommendations regarding the acquisition of Telecommunication Technology products or Services; or
 - vi. Provisions of formal recommendations regarding any of the above.
For purposes of this Section, "affiliates" are employees, directors, partners, joint venture participants, parent corporations, subsidiaries, or any other entity controlled by, controlling, or under common control with the Contractor. Control exists when an entity owns or directs more than fifty percent (50%) of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority.
- c) To the extent permissible by law, the Director of the Department of Technology, or designee, may waive the restrictions set forth in this Section by written notice to the Contractor if the Director determines their application would not be in the State's best interest. Except as prohibited by law, the restrictions of this Section will not apply: (i) to follow-on advice given by vendors of commercial off-the-shelf products, including Software and Hardware, on the operation, integration, repair, or maintenance of such products after sale; or (ii) where the State has entered into a master agreement for Software or Services and the scope of work at the time of Contract execution expressly calls for future recommendations among the Contractor's own products.
- d) The restrictions set forth in this Section are in addition to conflict of interest restrictions imposed on public Contractors by California law ("Conflict Laws"). In the event of any inconsistency, such Conflict Laws override the provisions of this Section, even if enacted after execution of this Contract.

57. COVENANT AGAINST GRATUITIES

Contractor represents and warrants to the State that no gratuities (in the form of entertainment, gifts or otherwise) were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the State with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this representation and warranty, the State shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained

by the State in procuring on the open market any items which Contractor agreed to supply shall be borne and paid for by Contractor. The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or equity.

58. NONDISCRIMINATION CLAUSE

- a) During the performance of this Contract, Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. Contractor and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- b) Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.

59. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

Contractor swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of the

National Labor Relations Board. This provision is required by, and shall be construed in accordance with, Public Contract Code Section 10296.

60. ASSIGNMENT OF ANTITRUST ACTIONS

Pursuant to Government Code Sections 4552, 4553, and 4554, the following provisions are incorporated herein:

- a) In submitting a bid to the State, the supplier offers and agrees that if the bid is accepted, it will assign to the State all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, or Part 2 of Division 7 of the Business and Professions Code), arising from purchases of Deliverables or Services by the supplier of sale to the State pursuant to the solicitation. Such assignment shall be made and become effective at the time the State tenders final payment to the supplier.
- b) If the State receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the State any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the State as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.
- c) Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and
 - i. The assignee has not been injured thereby, or
 - ii. The assignee declines to file a court action for the cause of action.

61. DRUG-FREE WORKPLACE CERTIFICATION

Contractor certifies under penalty of perjury under the laws of the State of California that Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
- b) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace;
 - ii. The person's or organization's policy of maintaining a drug-free workplace;
 - iii. Any available counseling, rehabilitation and employee assistance programs; and
 - iv. Penalties that may be imposed upon employees for drug abuse violations.
- c) Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed or resulting Contract:
 - i. Will receive a copy of the company's drug-free policy statement; and
 - ii. Will agree to abide by the terms of the company's statement as a condition of employment on the Contract.

62. AMERICANS WITH DISABILITIES ACT

Contractor assures the State that Contractor currently complies and at all times during the Term of this Contract will comply with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.).

63. LIQUIDATED DAMAGES

Unless otherwise specified in the Statement of Work:

- a) General Liquidated Damages (including but not limited to performance deficiency charges or service level agreements) are intended to encourage timely delivery of Deliverables and the provision of reliable and responsive Services by the Contractor. The purpose of this Liquidated Damages provision is to ensure adherence to the requirements of the Contract and to set an amount in advance of contractual non-compliance to compensate CDT or the Customer for damages that are impractical or extremely difficult to estimate, but which would be sustained by CDT or the Customer in the event the Contractor fails to

perform Services as agreed. The Liquidated Damages are intended to be a reasonable estimate of the damages and costs the CDT or the Customer would sustain as a result of noncompliance to the terms of the Contract. These are not punitive. CDT and the Contractor, therefore, agree that in the event the Contractor fails to perform certain agreed upon Services in a timely manner as specified in the Contract or service levels CDT or the Customer may assess such amounts set forth in the Statement of Work as Liquidated Damages, and not as a penalty.

- b) Payment of Liquidated Damages. CDT or the Customer may deduct Liquidated Damages from Contractor's invoices and/or may assess such Liquidated Damages by a separate invoice at any time during the Contract or within thirty days after the contractual period ends. The CDT or the Customer will notify the Contractor in writing of any claim for Liquidated Damages pursuant to this Section on or before the date the State deducts such sums from money payable to the Contractor. If CDT or the Customer imposes Liquidated Damages, upon notification by CDT or the Customer, the Contractor shall show the Liquidated Damages as a subtracted item from its invoice(s). The Contractor shall also be liable for actual damages above Liquidated Damages payment. CDT or the Customer may withhold the amount of the Liquidated Damages from any other money owed by the Contractor, in addition to any other remedies available to CDT or the Customer. Imposition of Liquidated Damages does not constitute a waiver of the CDT or the Customer's right to issue a Stop Work Order, as provided in Section 55, Stop Work, to terminate the Contract pursuant to Section 27, Termination for Default or to exercise its rights under the service level agreement terms. In the event of such a termination, the CDT or the Customer shall be entitled at its discretion to recover actual damages caused by the Contractor's failure to perform its obligations under this Contract.

64. SET-OFF RIGHTS

Notwithstanding anything to the contrary in this Contract, and in addition to the other rights of the CDT and/or the applicable Customer hereunder with respect to disputing invoices or withholding amounts, the CDT and/or the applicable Customer, in its sole discretion, may set off against any and all amounts otherwise payable to Contractor pursuant to any of the provisions

of this Contract: (i) any and all amounts claimed by the CDT and/or the applicable Customer in good faith to be owed by Contractor to the CDT and/or the applicable Customer pursuant to any of the provisions of this Contract; and (ii) any and all amounts that the CDT and/or the applicable Customer believes in good faith that it does not owe to Contractor pursuant to any of the provisions of this Contract. Within twenty (20) calendar days after any such set-off by the CDT and/or applicable Customer, the CDT and/or applicable Customer shall provide Contractor with a written accounting of such set-off, a written statement of the reasons therefore, and a reasonable opportunity to meet and discuss the claimed set-off. In the event Contractor does not agree with the set-off applied, Contractor or applicable Customer may contact the CDT to seek equitable resolution or exercise its rights under applicable law.

65. CONTRACTOR PERSONNEL

- a) When Contractor needs access to Customer's premises to perform the required Services under this Contract, Contractor personnel shall perform their duties during Customer's regular work days and normal work hours, except as may be specifically agreed to otherwise by the Customer and Contractor.
- b) The CDT and/or applicable Customer reserves the right to disapprove the continuing assignment of Contractor personnel working on Customer premises. If the CDT and/or applicable Customer exercises this right, and Contractor cannot immediately replace the disapproved personnel, the CDT and/or applicable Customer agrees to an equitable adjustment in schedule or other terms that may be affected hereby.
- c) Contractor will make every effort consistent with sound business practices to honor the specific request of the CDT and/or applicable Customer with regard to assignment of its employees; If a Contractor's employee is unable to perform due to illness, resignation, or other factors beyond Contractor's control, Contractor will make every reasonable effort to provide suitable substitute personnel.
- d) Contractor represents that the individuals designated as Contract Contact in the Contract are, and promises that any subsequent Contract Contact shall be, experienced professionals, possessing the appropriate knowledge, skills, and expertise to perform properly their assigned duties. Except as specifically provided, with regard to each of the Contract

Contact, including replacements for the Contract Contact, Contractor shall exercise every reasonable effort to not transfer the Contract Contact during the first eighteen (18) months (or such other time periods as may be specified in the solicitation or any Statement of Work) after the date that such individual commences performing Services as one of the Contract Contact hereunder. Contractor may transfer or terminate Contract Contact at any time in the event the needs of Contractor's business support a transfer, or the individual is eligible for a promotion or other positive type of employment opportunity, or the individual's personal life experience requires a transfer, or the individual's employment is terminated for "good cause" (which term, as used in this Contract, means cause for termination, including a lay-off, as determined in accordance with Contractor's employment policies, consistently applied). Contractor shall exercise every reasonable effort to notify the State prior to the transfer of Contract Contact to another position within Contractor's organization, including upon any such replacement or reassignment if the function being performed by the individual being replaced or reassigned is eliminated from the Services. If any of the Contract Contact is reassigned, becomes incapacitated, or ceases to be employed by Contractor, and therefore becomes unable to perform the functions or responsibilities assigned to such person, Contractor shall promptly replace such person with another person at least as well qualified to perform such functions and responsibilities as the person being replaced, and the State shall have the right to interview (in the presence of a Contractor representative) and provide input to Contractor concerning each such replacement.

The parties acknowledge that qualifications include a mix of experience and education and that equally qualified individuals may have different mixes thereof. Contractor shall cause its subcontractors to comply with this provision with respect to any of individuals of such subcontractors that are designated as Contract Contact.

- e) In recognition of the fact that Contractor personnel providing Deliverables, requirements, or Services under this Contract may perform similar Services from time to time for others, subject to the above paragraph, this Contract shall not prevent Contractor from performing such similar Services or restrict Contractor from using the personnel

provided to the State under this Contract, providing that such use does not conflict with the performance of Services under this Contract.

66. PROVISIONING OF DELIVERABLES AND SERVICES

The State and Authorized Users may order Deliverables and Services under this Contract by issuing the appropriate Ordering Document form(s) in accordance with the user instructions. The Contractor will not commence provisioning Deliverables or Services for a given Customer until the Contractor receives a complete, signed, accepted, and accurate order form such as a Form 20, Telecommunications Service Request, STD 65, Purchasing Authority Purchase Order, or equivalent. The order form may be accompanied by an Authorization to Order (ATO) and/or a Work Authorization as applicable.

67. UNANTICIPATED TASKS

Unless otherwise specified in the Statement of Work:

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

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

For each item of wholly unanticipated work not specified in the Statement of Work, a Work Authorization will be prepared.

It is understood and agreed by both parties to this Contract that all of the terms and conditions of this Contract shall remain in force with the inclusion of any such Work Authorization. Such Work Authorization shall in no way

State of California
Statewide Technology Procurement

constitute a Contract other than as provided pursuant to this Contract and shall not in any way amend or supersede any of the other provisions of this Contract.

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

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

The State has the right to require Contractor to stop or suspend work on any Work Authorization pursuant to the provisions of Section 55, Stop Work, of this Contract.

Personnel resources will not be expended (at a cost to the State) on task accomplishment in excess of estimated work hours required unless the procedure below is followed:

- i. If, in the performance of the work, Contractor determines that a Work Authorization to be performed under this Contract cannot be accomplished within the estimated work hours, Contractor will immediately notify the State in writing of Contractor's estimate of the work hours which will be required to complete the Work Authorization in full. Upon receipt of such notification, the State may:
 - a. Authorize Contractor to expend the estimated additional work hours in excess of the original estimate necessary to accomplish the Work Authorization (such an authorization will not be unreasonably withheld), or

- b. Terminate the Work Authorization, or
 - c. Alter the scope of the Work Authorization in order to define tasks that can be accomplished within the remaining originally estimated work hours.
- ii. The State will notify Contractor in writing of its election within seven (7) calendar days after receipt of Contractor's notification. If notice of the election is given to proceed, Contractor may expend the estimated additional work hours. The State agrees to reimburse Contractor for such additional work hours.

68. NEED FOR CONTRACTOR SERVICES DUE TO EMERGENCY

Unless otherwise specified in the Statement of Work:

An emergency is defined in **PUBLIC CONTRACT CODE SECTION 1102:**

"Emergency," as used in this code, means a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.

- a) Contractor shall make every reasonable effort to assist the Customer in procuring use of Contractor Services consistent with that provided under this Contract to meet emergencies. The price and service levels for such compatible Services shall be reasonably set by mutual agreement of the parties and shall be no greater than the Contract rates and at service levels substantially similar to those set forth in the Contract.
- b) The Customer, at its option, may accept or reject the use of emergency equipment.

69. NON-EXCLUSIVE AGREEMENT

Nothing in this Contract shall be construed as a requirements contract or interpreted as preventing the CDT from obtaining, consistent with CDT policy, any portion, component, subset or all of the Services offered under the terms and conditions of this Contract, or any other Services (analogous, similar, comparable or otherwise) from third parties, or providing the same to itself. Nor shall anything in this Contract be construed or interpreted as

limiting the CDT's right or ability during the Term of this Contract to increase or decrease its demand for Services hereunder. To the extent the CDT, consistent with CDT policy, obtains from third parties, or provides to itself, replacement Services for any of the Services hereunder, the amount to be paid to Contractor by the CDT for the remaining Services will be equitably adjusted downward, to the extent necessary, to reflect the portion of the Services that Contractor will not be providing or performing, regardless of whether such Services were priced individually or as a bundle with any of the remaining Services.

70. CHARGES

Unless otherwise specified in the Statement of Work:

Contractor agrees that the Customers are not subject to any minimum monthly usage charges for any Services contracted under this Contract.

- a) Contractor agrees that Services not identified in this Contract may not be provided nor charged to any Customer pursuant to this Contract, but that Contractor may use the invoicing process of this Contract so as to allow for invoicing of Services not related to this Contract, provided that such items are clearly identified as not related to this Contract.
- b) Invoices for all contracted Services shall not be subject to late payment charges prior to the Contract defined due date.
- c) Contractor agrees that the charges shall comply with Section 78, Most Favored Nation.

71. ADMINISTRATIVE FEE

Unless otherwise specified in the Statement of Work, if applicable:

- a) Contractor agrees to pay the CDT an administrative fee as required and established by the CDT. The administrative fee shall be used to fund only the CDT activities, or the CDT funded CDT offices and activities. The CDT's objective is not to increase the administrative fee associated with any existing Service or establish an administrative fee associated with any new Service if when combined with Contractor's Contract rate for the Service the administrative fee raises the total price for the Service to a level that

is non-competitive with similar Services available in the telecommunications industry. Notwithstanding the foregoing, in all events the CDT shall be entitled to an administrative fee increase in order to achieve cost recovery of CDT program operations. The administrative fee will be based on the CDT costs to manage this Contract as well as perform other mandated functions and may be adjusted annually or as otherwise deemed necessary by the State, based on fiscal year projected requirements, upon reasonable notice to Contractor. Administrative fees shall be determined upon contract award. Contractor will bill, collect and remit a Contract administrative fee to CDT. The administrative fee may be applied to any and all contracted items. This fee shall appear separately on the Customer's invoice. The administrative fee reimbursement amount shall appear on the monthly detailed fiscal management reports referenced in this Contract to be delivered to the CDT.

- b) Contractor shall bill, collect and remit a check or electronic funds transfer notification based on the amount billed for this administrative fee to the CDT on a monthly basis at no additional cost. The administrative fee shall be paid to the CDT no later than the 30th of the month, for the amount billed two months preceding. Contractor shall pay a late payment fee on any such administrative fees not paid to the CDT when due in accordance with the Statement of Work.
- c) Contractor agrees to provide monthly fiscal management reports identifying Services in accordance with this Contract.

72. CONTRACTOR COMMITMENTS AND REPRESENTATIONS

Any written commitment by a duly authorized representative of Contractor within the scope of this Contract shall be binding upon Contractor. Failure of Contractor to fulfill any such commitment shall render Contractor liable for performance deficiency charges or other damages due to the State as set forth herein. Such written commitments include but are not limited to:

- a) Any warranty or representation expressly made by Contractor as to Deliverables, Service, Equipment or Software performance, total System

performance, or other physical design or functioning characteristics of a Machine or Software system,

- b) Any warranty or representation expressly made by Contractor concerning the characteristics of the items described in a) above, made in any publication, drawings, or specifications accompanying or referred to in the Contract, and
- c) Any written notification of or affirmation or representation as to the above which is made by Contractor in or during the course of negotiations and which is incorporated into a formal amendment to the Contract.

73. SERVICE TO PUBLIC ENTITIES AND LOCAL GOVERNMENT AGENCIES

In accordance with Government Code Section 11541, Contractor agrees to provide Service to all public and local agencies in the State pursuant to this Contract and hereby acknowledges that the State is not responsible for payment, Deliverables, requirements or Services rendered these Customers. Contractor agrees that it shall have no recourse against the State for any act or omission of the local public entity, which arises from Contractor furnishing Equipment or Services pursuant to this Contract. Contractor understands and acknowledges that under this Contract the State neither promises nor guarantees any minimum amount of revenue for Contractor or minimum amount of Deliverables, requirements, or Services to be purchased.

74. AVAILABILITY OF REFRESHED TECHNOLOGY AND ADDITIONAL SERVICE ITEMS

- a) Contractor shall evolve, supplement, and enhance the Equipment and Services provided in the normal course of business and that which is in scope of the Contract during the Term, both to keep pace with and utilize technological advancements and improvements in the method of delivering telecommunications related Services and the pricing thereof. Contractor also acknowledges that the telecommunications environment is critical to the State's business success, and that the State's needs and requirements with regard to the telecommunications environment may

also evolve and change over time, and that the need for enhanced or modified functionality may arise. Therefore, during the Term and within Contract scope, either party may suggest enhancements or additional required Equipment or Services, modifications, cost saving items, or items that might be considered to keep pace with and/or to take advantage of the latest and most useful technological advancements and improvements in Contractor's performance (collectively, "Enhancements").

- b) When such Enhancements substitute, replace, modify or improve Equipment or Services already being received by the State (e.g., network backbone upgrades that generally benefit all users of the network and are not specifically requested by the State), Contractor will make such Enhancements available to the State under this Contract at no additional cost to the State.
- c) If Enhancements do not substitute, replace, modify or improve Equipment or Services already being received by the State under this Contract, but instead add to additional material functionality and features, Contractor will make such Enhancements available to the State under the existing Contract through a written proposal. Each proposal for Enhancements must provide a 1) business case that includes potential users and technical requirements, if any, and 2) competitive pricing that includes market analysis that illustrates cost benefits and cost justification. The State, in its sole discretion, shall determine whether to approve of the proposal Enhancements and its inclusion in the Contract. If the State chooses to proceed hereunder, the State and Contractor will negotiate in good faith to agree on any additional terms and conditions, if any, under which the Enhancement will be added to this Contract through the amendment process. The Contractor shall update any applicable marketing plans used in connection with the Equipment or Services hereunder.
- d) Contractor understands that the State is solely responsible for approval of proposal and agrees, absent an approved amendment from the Contracts authorized State agency or/State's designated authority; Enhancements must not be added to this Contract. Consistent with and without limiting anything set forth in Section 69, Non-Exclusive Agreement, nothing in this Section shall prohibit the State from pursuing or obtaining

- the same or similar Enhancements with or from other providers or requiring that certain Enhancements may only be obtained from certain providers.
- e) Contractor agrees that Enhancements must not be added to the Contract at the request of any local government or a State agency unless otherwise authorized by the CDT.

75. PRICING AND SERVICE REVIEW

For the purpose of maintaining competitiveness throughout the Contract term, the Contractor agrees to a joint review of its pricing and Service functionality at the State's request, no more frequently than annually, to ensure the State and its Customers will receive cost-competitive and technologically competitive Services. The State shall notify the Contractor in writing of any pricing adjustments and Service related issues as a result of the analysis. The Contractor shall have 15 calendar days to confirm and respond to the State's request for pricing reductions or other Service related changes. The effective date for the mutually agreed rate(s) shall be 15 calendar days from written notification by the State. Once an amendment has been issued, the Contractor shall issue rebates or billing credits back to the effective date of the new rate(s). The Contractor agrees that requests for amendments to this Contract to reduce statewide rates may be submitted throughout the term.

76. SERVICE COSTS

Any Contractor's list of Service and product descriptions accepted by the State shall correlate the Service to the associated Contract rates as applicable under this Contract. All costs will include all monthly recurring and usage charges, volume discounts, and non-recurring charges as applicable. Listed pricing will include all elements necessary to configure an instance of working Service including activation, delivery, and training. Any no-cost items will be clearly identified and any Service elements without associated pricing will be considered no charge items.

77. INDIVIDUAL PRICE REDUCTIONS (specific to CALNET)

The Contractor may enter into negotiations with the Customers resulting in an Individual Price Reduction (IPR). IPRs can result in a price reduction only or price reduction for a limited duration commitment. At no time will any other Contract term and condition be modified. IPRs commitments shall not exceed the Contract Term.

78. “MOST FAVORED NATION” STATUS OF STATE (specific to CALNET)

Unless otherwise specified in the Contract, the Contractor agrees to give CDT the “Most Favored Nation” status, in that the Contractor agrees that no other similarly situated public customer of the Contractor or any of its Affiliates will receive rates for a substantially similar Service, or suite of Services, offered under substantially similar terms and conditions that are lower than the statewide rates provided hereunder when the volume of business from the other public customer is equal to or less than the volume of the business delivered under this Contract. The Contractor agrees to promptly bring to the CDT’s attention instances in which other public customers of the Contractor or any of its Affiliates may receive lower rates for substantially similar Services. For comparison purpose, all rates used for comparison shall not include administrative fees, service taxes, fees, surcharges, or surcredits equivalent to those of Section 71, Administrative Fee, or Section 41, Service Taxes, Fees, Surcharges, and Surcredits. If the Contractor or its Affiliates offer lower rates to any other public customer for the same or a substantially similar Service, or suite of Services, offered under substantially similar terms and conditions, the Contractor shall adjust the Contract rates prospectively to match or beat such rates. If the Contractor offers a bundled package of Deliverables and/or Services under substantially similar terms and conditions to other public customers at a rate lower than the rate(s) charged for such Deliverables and/or Services provided under this Contract, CDT reserves the right to amend the Contract to add a similarly bundled package of Deliverables and/or Services at such lower rate. At the end of each Contract year, an executive level officer

with authority to represent the Contractor shall certify in writing to CDT that the Contractor has complied with this provision. If the Contractor is not in compliance with this Section, the Contractor and CDT shall make adjustments and/or payment as necessary and described Section 63, Liquidated Damages, or Section 75, Pricing and Service Review, as applicable. Nothing herein shall be construed to require the Contractor to offer, provision, or sell Services in a manner that conflict with applicable laws or regulations.

79. FEDERAL UNIVERSAL SERVICE FUND

Federal Grant programs are available to schools, libraries, government run healthcare facilities and other eligible Customers under the Universal Service Fund. To the extent such programs are applicable to the Services under this Contract, as determined by CDT, or required by law, Contractor agrees to:

- a) Provide Contract telecommunications Services to public entities qualified for Universal Service Fund Support;
- b) Be certified as a Universal Service Administrative Company (USAC);
- c) Meet Federal requirements for timeliness and accuracy in processing E-rate and other USAC program requests and invoicing; and
- d) Ensure that CDT has pre-approved the use of Contract Services by Customers otherwise qualified for the Federal Universal Service Fund.

80. EXISTING EQUIPMENT & TITLE TO EQUIPMENT

- a) The Contractor agrees to reasonably accommodate its Customers and utilize existing Equipment. The Contractor's proposed Services shall reasonably accommodate the use of such existing Customer Equipment.
- b) Title to Equipment, accessories, and devices provided under this Contract shall not vest in the Customer, unless such items are purchased by the Customer. All devices and accessories furnished by Contractor hereunder, except those purchased by the Customer, shall accompany the Equipment when returned to Contractor.

81. UNLAWFUL USE

Customer will not use any Service for any unlawful purpose. Without limiting any other remedy specified in this Contract, Contractor reserves the right to take any action it deems necessary to prevent unlawful use and to control fraudulent use. Such actions by Contractor may include, but are not limited to, blocking certain traffic, refusing to accept calling card, collect calling and or third number calls, or discontinuing provision of Service to the End-User or canceling the End-User's account.

82. MIGRATION

Unless otherwise specified in the Contract, Contractor shall prepare and deliver to CDT, for CDT's review, comment and approval, a Migration-In Plan for migrating the provision of Services pursuant to the Contract to the provision of Services pursuant to this Contract as set forth in this Contract. To the extent Contractor deems appropriate, or as otherwise requested by CDT, Contractor shall design the Migration-In Plan to use a phased migration strategy.

83. DISENTANGLEMENT (MIGRATION-OUT)

Unless otherwise specified in the Statement of Work:

- a) Term Migration-Out shall be synonymous with Disentanglement. The Migration-Out shall begin on the earlier of the following dates, as applicable, the "Migration-Out Commencement Date": (1) as elected by the State, up to sixty (60) calendar days prior to the end of the Category or Subcategory Contract Term that the State has not elected to extend pursuant to Section 4, Contract Effective Date or has already extended fully as permitted under this Section; or (2) the date a Notice of Termination is delivered pursuant to Section 26, Termination for the Convenience of the State, or Section 27, Termination for Default; or (3) the State's election pursuant to Section 69, Non-Exclusive Agreement, to obtain any portion, component, subset or all of the Services offered under the terms and conditions of this Contract, or any other Services (analogous, similar, comparable or otherwise) from third parties, including other Category or Subcategory Contractors, or to provide the same to

itself. The Contractor shall provide Migration-Out Services until it has completed the obligations of this Section.

The Contractor's obligation to continue to provide the affected Services shall continue until the earlier of (i) completion of a migration to a new Service provider as provided in this Section, or (ii) eighteen (18) months after the effective date of any termination or expiration. During Migration-Out, the Contractor shall continue to provide Service(s) in a manner consistent with the Contractor's provision and performance of such Service(s) during the period such Service(s) were provided to the State hereunder.

- b) Subject to the performance by the State and any subsequent provider of similar Services, the Contractor shall cooperate fully with the State and third parties and shall take all actions requested by the State or as necessary to accomplish a smooth, complete conversion of responsibility for the Services being terminated from the Contractor to the State, or to any replacement provider designated by the State (a "Migration-Out"), with no material interruption of, or adverse impact on, the State in any way, including on the Services. In the event the State elects to terminate any Service (but not all Services in the aggregate) pursuant to the terms hereof, the Contractor shall perform its Migration-Out obligations hereunder to the extent applicable to the Service or Services being terminated. The Contractor's obligations hereunder regarding the collection and payment to the California Department of Technology of administrative fees shall continue throughout Migration-Out.
- c) If the State determines that the Contractor has not complied, or is unlikely to comply, with Migration-Out requirements identified in the Migration-Out Plan, and such non-compliance was a direct result of the Contractor, subcontractor or supplier, and not due to any third party or situations outside the control of the Contractor, as determined by the State, the State may give written notice to the Contractor of non-compliance. After such notice, the Contractor shall provide to the State all necessary additional Contractor personnel to accelerate performance as may be required or necessary to timely achieve compliance or, if the Contractor has already failed to comply, achieve compliance within a re-adjusted time frame established by the State. The Contractor shall have seven (7) calendar days, or longer if agreed to by the State in writing, to achieve compliance.

- d) For each material Migration-Out requirement not completed after the notice of non-compliance period, the State shall be entitled to invoice the Contractor for up to \$2,000 per day for each Customer affected by a material deficiency not to exceed \$10,000 per day for all deficiencies until the Contractor is in material compliance with the requirements of the Migration-Out Plan. The Contractor may exercise its dispute rights under Section 54, Disputes, in the event that the Contractor disagrees with the State's application of this Section; however, pending final resolution of any dispute, the Contractor shall diligently proceed without disruption or delay with the performance of the Migration-Out Plan.
- e) All Migration-Out Services performed by the Contractor during the conversion shall be performed by the Contractor at no additional cost to the State beyond what the State would pay for the Services.
- f) The Contractor shall provide to the State all State data and documentation and other information reasonably requested by the State in connection with the conversion that is sufficient to enable the State, or another reasonably competent service provider, to fully assume the provision of any terminated Services. Except as the Contractor is otherwise required to retain such data under this Contract or by law, the Contractor shall destroy all copies of Customer data not turned over to the State.

The Contractor shall export all artifacts and data to the requesting Customer. The State reserves the right to define export data formats, storage media type, locations to which data is to be delivered, and other special criteria deemed necessary for successful Migration-Out.

- g) To the extent applicable to the Services provided by the Contractor hereunder, the Contractor shall provide to the State as complete and accurate an inventory as is reasonably practicable and such other information regarding such items as the State reasonably requests and is necessary for Migration-Out of Services.

84. REPORTS, DATA AND INVENTORY

The Contractor shall provide all reports required by this Contract or otherwise requested by CDT or Customer. Upon CDT's or Customer's request, at intervals and for any reason related to the Contract and

Services provided under the Contract, during the Contract Term, the Contractor shall:

- a) Provide to CDT or Customer all data and documentation and all other information as requested by CDT or Customer. The export data formats and storage media type will be defined by the CDT or Customer.

85. SUBCONTRACTORS

Unless otherwise specified in the Statement of Work:

Contractor shall not subcontract all or any part of the Service without the prior written consent of the State, which will not be unreasonably withheld; provided, however, that Contractor may subcontract for internal infrastructure support, not specifically for this Contract, without notice to or consent from the State. Each subcontractor will perform only the specific Services described with regard to such subcontractor in a written request submitted by Contractor to the State when seeking such consent; and no change may be made to the specific Services performed by a particular subcontractor, and no substitution, replacement, or change of subcontractors may be made, without the advance written consent of the State, which will not be unreasonably withheld. All performance of Services by each subcontractor shall at all times be in accordance with the terms and conditions of this Contract. Contractor covenants that its arrangements with subcontractors shall not prohibit or restrict any such subcontractor from, at any time, entering into direct agreements with the State. The State's consent with respect to Contractor's use of a particular proposed subcontractor, shall be given or withheld in writing within Contractor's reasonably requested timeframe, and, if such consent is withheld, the State's notice thereof to Contractor shall set forth the reasons for such withholding of consent. If the State determines in good faith and in a commercially reasonable manner that the performance or conduct of any subcontractor is unsatisfactory, the State may notify Contractor of its determination in writing, indicating the reasons therefore, in which event Contractor shall promptly take all necessary actions to remedy the performance or conduct of such subcontractor or to replace such subcontractor by another third party or by Contractor personnel. Contractor shall be solely and exclusively responsible for supervising the

activities and performance of each subcontractor. Contractor and each such subcontractor shall be jointly and severally responsible for any act or omission of such subcontractor engaged to provide Deliverables, requirements, and Services under this Contract. Notwithstanding the fact that a subcontractor may be the party actually performing a particular Service or providing a particular Deliverable hereunder, Contractor shall at all times: (i) constitute the primary obligor for all of Contractor's duties and obligations hereunder; and (ii) be liable and responsible as a principal for the performance of all of the duties and obligations of Contractor hereunder that Contractor may elect to subcontract to any of its subcontractors or to any other third party.

86. GOVERNANCE

Unless otherwise specified in the Statement of Work:

- a) Before communicating any interpretation of this Contract that CDT or any Customer is or may be in violation or breach of this Contract to any entity receiving, or eligible to receive, Deliverables, requirements, or Services under this Contract, Contractor shall first provide notice of such interpretation to the State.
- b) Committees and Meetings. During the term, representatives of the State and Contractor shall meet periodically or as requested by CDT to discuss matters arising under this Contract, including any such meetings provided for the Migration-In Plan. Contractor shall bear its own costs in connection with the attendance and participation in such meetings. Such meetings shall include, at a minimum, the following:
 - i. Operations. At least monthly, an operations committee shall meet to review Contractor's performance hereunder and any reports, any planned or expected activities and changes that might impact performance, and such other matters as appropriate.
 - ii. Management. At least quarterly, a management committee shall meet to review Contractor's overall performance hereunder and any reports, progress on the resolution of any issues, to provide a strategic perspective for the CDT's telecommunication requirements, and such other matters as appropriate.

- iii. Executive. At least semi-annually, an executive committee shall meet to review Contractor's overall performance hereunder and the ongoing provision of the Services.

87. SECURITY AND POLICIES

Unless otherwise specified in the Statement for Work:

At all times during the term, in addition to any other requirements in the Contract, and as further delineated in subsequently executed orders, at all times during the Term, Contractor shall provide all Services, use all resources related thereto, and use, operate, support, and maintain any systems, in an appropriately secure manner and in accordance with the Customer's security requirements, policies, and procedures as communicated, modified, supplemented, or replaced by the Customer from time to time, in its sole discretion, by providing Contractor with a written copy of such revised requirements, policies, or procedures reasonably in advance of the date that they are to be implemented and effective ("**Security Policies**").

Contractor shall at all times take all reasonably necessary and appropriate action with regard to the prevention, detection, and elimination, by all appropriate means, of fraud, abuse, and other inappropriate or unauthorized access to and use of systems and the networks involved with the provision or receipt of Services, including the implementation and deployment network management and maintenance applications and tools, the use of appropriate encryption technologies, and other security-related Services. In addition, all Contractor personnel (including personnel of any subcontractors) shall be subject to, and shall at all times conform to, all of the Customer's policies, procedures, rules, and requirements regarding the protection of premises, materials, Equipment, and personnel, as the Customer shall provide (in writing or electronically) in advance to Contractor. Contractor shall, and shall cause Contractor personnel and subcontractors to, fully comply with and abide by all such Security Policies provided in advance to Contractor at all times during the term. Any violation or disregard of such Security Policies by an individual shall be cause for denial of access of such individual to the Customer's property. Contractor shall exercise due care and diligence to prevent any injury to person or damage to property while on the Customer's premises. The

operation of Contractor vehicles or private vehicles of Contractor personnel on the Customer's property shall conform to posted and other regulations and safe driving practices. Vehicular accidents on the Customer's property and involving Contractor personnel shall be reported promptly to the appropriate Customer personnel. Contractor shall, and shall cause Contractor personnel and subcontractors, to not exceed (or attempt to exceed) the level of authorized access, if any, to any networks, computer or electronic data storage systems of the Customer that may be granted during the term for purposes only of performing the services hereunder.

88. DOCUMENTATION

- a) Contractor agrees to provide to the State, at no charge, all Documentation described within the Statement of Work, and updated versions thereof, which are necessary or useful to the State in its use of the Services, Equipment or Software provided hereunder, including any marketing information. Contractor agrees to provide additional Documentation at prices not in excess of charges made by Contractor to its other customers for similar Documentation.
- b) If the Contractor is unable to perform maintenance or the State desires to perform its own maintenance on Equipment purchased under this Contract then upon written notice by the State the Contractor will provide at Contractor's then current rates and fees adequate and reasonable assistance including relevant Documentation to allow the State to maintain the Equipment based on the Contractor's methodology. The Contractor agrees that the State may reproduce such Documentation for its own use in maintaining the Equipment. If the Contractor is unable to perform maintenance, the Contractor agrees to license any other Contractor that the State may have hired to maintain the Equipment to use the above noted Documentation. The State agrees to include the Contractor's copyright notice on any such Documentation reproduced, in accordance with copyright instructions to be provided by the Contractor.

89. RIGHTS IN WORK PRODUCT

- a) All inventions, discoveries, intellectual property, technical communications and records originated or prepared by Contractor pursuant to this Contract including papers, reports, charts, computer programs, and other Documentation or improvements thereto, and including Contractor's administrative communications and records relating to this Contract (collectively, the "Work Product"), shall be Contractor's exclusive property. The provisions of this subsection may be revised in a Statement of Work.
- b) Software and other materials developed or otherwise obtained by or for Contractor or its Affiliates independently of this Contract or applicable purchase order ("Pre-Existing Materials") does not constitute Work Product. If Contractor creates derivative works of Pre-Existing Materials, the elements of such derivative works created pursuant to this Contract constitute Work Product, but other original elements of Pre-Existing Materials do not. Nothing in this Section will be construed to interfere with Contractor's or it's Affiliates' ownership of Pre-Existing Materials.
- c) The State will have Government Purpose Rights to the Work Product as Deliverable or delivered to the State hereunder. "Government Purpose Rights" are the unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive rights and licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product. "Government Purpose Rights" also include the right to release or disclose the Work Product outside the State for any State government purpose and to authorize recipients to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product for any State government purpose. Such recipients of the Work Product may include, without limitation, State Contractors, California local governments, the U.S. federal government, and the State and local governments of other states. "Government Purpose Rights" do not include any rights to use, modify, reproduce, perform, release, display, create derivative works from, or disclose the Work Product for any commercial purpose.
- d) The ideas, concepts, know-how, or techniques relating to data processing, developed during the course of this Contract by Contractor or

jointly by Contractor and the State may be used by either party without obligation of notice or accounting.

- e) This Contract shall not preclude Contractor from developing materials outside this Contract that are competitive, irrespective of their similarity to materials which might be delivered to the State pursuant to this Contract.

90. USE TAX COLLECTION

In accordance with PCC Section 10295.1, Contractor certifies that it complies with the requirements of Section 7101 of the Revenue and Taxation Code. Contractor further certifies that it will immediately advise State of any change in its retailer's seller's permit or certification of registration or applicable affiliate's seller's permit or certificate of registration as described in subdivision (a) of PCC Section 10295.1.

91. PRIORITY HIRING

If this Contract includes Services in excess of \$200,000, Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Public Contract Code Section 10353.

92. UNITED STATES (U.S.) BASED SERVICES

Unless otherwise specified in the Statement of Work:

All Services must be provided from Facilities located in the United States or U.S. Territories. Contractor personnel's management and/or administrative access to servers, the network, or network Equipment directly associated with any Service shall only be accessed within the confines of the United States or U.S. Territories. No personnel located at non-U.S. locations shall be allowed access.

All Contractor direct technical and administrative support personnel must be located within the United States or U.S. Territories.

CLLOUD COMPUTING SERVICES Software as a Service (SaaS) SPECIAL PROVISIONS - TELECOMMUNICATIONS

(05/03/2021)

THESE SPECIAL PROVISIONS ARE ONLY TO BE USED FOR CLOUD SOFTWARE AS A SERVICE (SaaS), AS DEFINED BELOW. THESE SPECIAL PROVISIONS ARE ATTACHED TO THE CONTRACT FOR SaaS – TELECOMMUNICATIONS AND SHOULD BE ACCOMPANIED BY THE GENERAL PROVISIONS FOR ELECTRONIC VENDOR APPLICATION OF QUALIFICATIONS (eVAQ) FOR TELECOMMUNICATIONS (eVAQ GENERAL PROVISIONS – TELECOMMUNICATIONS), A STATEMENT OF WORK (SOW) (OR SCOPE OF WORK FOR CALNET CUSTOMERS), AND A SERVICE LEVEL AGREEMENT (SLA). SECURITY REQUIREMENTS DESIGNATED IN THIS DOCUMENT ARE ASSUMING A NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY (NIST) LOW CLASSIFICATION, UNLESS OTHERWISE SET FORTH IN THE SOW (OR SCOPE OF WORK FOR CALNET CUSTOMERS). A HIGHER CLASSIFICATION MAY REQUIRE DIFFERENT SECURITY REQUIREMENTS. STATE AGENCIES MUST FIRST:

- A. CLASSIFY THEIR DATA PURSUANT TO THE CALIFORNIA STATE ADMINISTRATIVE MANUAL (SAM) 5305.5;**
- B. CONSIDER THE FACTORS TO BE TAKEN INTO ACCOUNT WHEN SELECTING A PARTICULAR TECHNOLOGICAL APPROACH, IN ACCORDANCE WITH SAM 4981.1, 4983 AND 4983.1 AND THEN;**
- C. MODIFY THESE SPECIAL PROVISIONS THROUGH THE SOW (SCOPE OF WORK FOR CALNET CUSTOMERS) AND/OR SLA TO MEET THE NEEDS OF EACH ACQUISITION.**

Definitions

- a) **“CALNET”** - The California Network and Telecommunications (CALNET) Program within the California Department of Technology, Office of Technology Services established pursuant to Government Code section 11541.
- b) **“Cloud Software as a Service (SaaS)”** - The capability provided to the consumer is to use applications made available by the provider running on a cloud infrastructure. The applications are accessible from various client devices through a thin client interface such as a web browser (e.g., web-based email). The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage, or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.
- c) **“Cloud Platform as a Service (PaaS)”** - The capability provided to the consumer is to deploy onto the cloud infrastructure consumer-created or acquired applications created using programming languages and tools supported by the provider. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, or storage, but has control over the deployed applications and possibly application hosting environment configurations.
- d) **“Cloud Infrastructure as a Service (IaaS)”** - The capability provided to the consumer is to provision processing, storage, networks, and other fundamental computing resources where the consumer is able to deploy and run arbitrary software, which can include operating systems and applications. The consumer does not manage or control the underlying cloud infrastructure but has control over operating systems; storage, deployed applications, and possibly limited control of select networking components (e.g., host firewalls).
- e) **“Data”** - means any information, formulae, algorithms, or other content that the State, the State’s employees, agents and end users upload, create or modify using the SaaS pursuant to this Contract. Data also includes user identification information and metadata which may contain Data or from which the State’s Data may be ascertainable.

CLOUD COMPUTING SERVICES Software as a Service (SaaS) SPECIAL PROVISIONS - TELECOMMUNICATIONS

(05/03/2021)

- f) **"Data Breach"** - means any access, destruction, loss, theft, use, modification or disclosure of Data by an unauthorized party or that is in violation of Contract terms and/or applicable state or federal law.
- g) **"Encryption"** - Conversion of plaintext to ciphertext through the use of a Federal Information Processing Standards (FIPS) validated cryptographic algorithm. [FIPS 140-2]
- h) **"Recovery Point Objective (RPO)"** - means the point in time to which Data can be recovered and/or systems restored when service is restored after an interruption. The Recovery Point Objective is expressed as a length of time between the interruption and the most proximate backup of Data immediately preceding the interruption. The RPO is detailed in the SLA.
- i) **"Recovery Time Objective (RTO)"** - means the period of time within which information technology services, systems, applications and functions must be recovered following an unplanned interruption. The RTO is detailed in the SLA.

Terms

1. SaaS AVAILABILITY: Unless higher standards of SaaS availability are stated in the SOW (or Scope of Work for CALNET Customers), the following minimum standards shall apply:

- a) The SaaS shall be available twenty-four (24) hours per day, 365 days per year (excluding agreed-upon maintenance downtime).
- b) If SaaS monthly availability averages less than 99.9% (excluding agreed-upon maintenance downtime), the State shall be entitled to recover damages, apply credits or use other contractual remedies as set forth in the Statement of Work.
- c) If SaaS monthly availability averages less than 99.9% (excluding agreed-upon maintenance downtime), for three (3) or more months in a rolling twelve-month period, the State may terminate the contract for material breach in accordance with the Termination for Default provision in the eVAQ General Provisions – Telecommunications.
- d) Contractor shall provide advance written notice to the State in the manner set forth in the Statement of Work of any major upgrades or changes that will affect the SaaS availability.

2. DATA AVAILABILITY: Unless higher standards of Data Availability are stated in the SOW (or Scope of Work for CALNET Customers), the following minimum standards shall apply:

- a) The Data shall be available twenty-four (24) hours per day, 365 days per year (excluding agreed-upon maintenance downtime).
- b) If Data monthly availability averages less than 99.9% (excluding agreed-upon maintenance downtime), the State shall be entitled to recover damages, apply credits or use other contractual remedies as set forth in the Statement of Work if the State is unable to access the Data as a result of:
 - 1) Acts or omission of Contractor;
 - 2) Acts or omissions of third parties working on behalf of Contractor;
 - 3) Network compromise, network intrusion, hacks, introduction of viruses, disabling devices, malware and other forms of attack that can disrupt access to Contractor's server, to the extent such attack would have been prevented by Contractor taking reasonable industry standard precautions;
 - 4) Power outages or other telecommunications or Internet failures, to the extent such outages were within Contractor's direct or express control.

CLLOUD COMPUTING SERVICES Software as a Service (SaaS) SPECIAL PROVISIONS - TELECOMMUNICATIONS

(05/03/2021)

- c) If Data monthly availability averages less than 99.9% (excluding agreed-upon maintenance downtime), for three (3) or more months in a rolling twelve-month period, the State may terminate the contract for material breach in accordance with the Termination for Default provision in the eVAQ General Provisions – Telecommunications.

3. SaaS and DATA SECURITY:

- a) In addition to the Compliance with Statutes and Regulations provision set forth in the eVAQ General Provisions -Telecommunications, and other applicable contractual provisions, Contractor shall certify to the State:
 - 1) The sufficiency of its security standards, tools, technologies and procedures in providing SaaS under this Contract;
 - 2) Compliance with the following:
 - i. The California Information Practices Act (Civil Code Sections 1798 et seq.);
 - ii. Current NIST special publications 800-171 Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations. Third party audit results and Contractor's plan to correct any negative findings shall be made available to the State upon request;
 - iii. Undergo an annual Statement on Standards for Attestation Engagements (SSAE) No. 16 Service Organization Control (SOC) 2 Type II audit. Third party audit results and Contractor's plan to correct any negative findings and implementation progress reports shall be made available to the State upon request; and
 - iv. Privacy provisions of the Federal Privacy Act of 1974;
 - 3) Compliance with industry standards and guidelines applicable to the SaaS services being provided. Relevant security provisions may include, but are not limited to: Health Insurance Portability and Accountability Act of 1996, IRS 1075, Health Information Technology for Economic and Clinical (HITECH) Act, Criminal Justice Information Services (CJIS) Security Policy, Social Security Administration (SSA) Electronic Information Exchange Security Requirements, and the Payment Card Industry (PCI) Data Security Standard (DSS) as well as their associated Cloud Computing Guidelines.
- b) Contractor shall implement and maintain all appropriate administrative, physical, technical and procedural safeguards in accordance with section a) above at all times during the term of this Contract to secure such Data from Data Breach, protect the Data and the SaaS from hacks, introduction of viruses, disabling devices, malware and other forms of malicious or inadvertent acts that can disrupt the State's access to its Data.
- c) Contractor shall allow the State reasonable access to SaaS security logs, latency statistics, and other related SaaS security data that affect this Contract and the State's Data, at no cost to the State.
- d) Contractor assumes responsibility for the security and confidentiality of the Data under its control.
- e) No Data shall be copied, modified, destroyed or deleted by Contractor other than for normal operation or maintenance of SaaS during the Contract period without prior written notice to and written approval by the State.
- f) Remote access to Data from outside the continental United States, including remote access to Data by authorized SaaS support staff in identified support centers, is prohibited unless approved in advance in writing by:
 - 1) the Agency Information Security Officer, with written notice to the State Chief Information Security Officer, or

CLOUD COMPUTING SERVICES Software as a Service (SaaS) SPECIAL PROVISIONS - TELECOMMUNICATIONS

(05/03/2021)

- 2) in the absence of an Agency Information Security Officer, the State Chief Information Security Officer.

4. ENCRYPTION: Confidential, sensitive or personal information shall be encrypted in accordance with California State Administrative Manual 5350.1 and California Statewide Information Management Manual 5305-A.

5. DATA LOCATION:

The physical location of Contractor's data center where the Data is stored shall be within the continental United States.

6. RIGHTS TO DATA: The parties agree that as between them, all rights, including all intellectual property rights, in and to Data shall remain the exclusive property of the State, and Contractor has a limited, non-exclusive license to access and use the Data as provided to Contractor solely for performing its obligations under the Contract. Nothing herein shall be construed to confer any license or right to the Data, including user tracking and exception Data within the system, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third party. Unauthorized use of Data by Contractor or third parties is prohibited. For the purposes of this requirement, the phrase "unauthorized use" means the data mining or processing of data, stored or transmitted by the service, for unrelated commercial purposes, advertising or advertising-related purposes, or for any other purpose other than security or service delivery analysis that is not explicitly authorized.

7. TRANSITION PERIOD: Unless otherwise stated in the SOW (or Scope of Work for CALNET Customers):

- a) For ninety (90) days prior to the expiration date of this Contract, or upon notice of termination of this Contract, Contractor shall assist the State in extracting and/or transitioning all Data in the format determined by the State ("Transition Period").
- b) The Transition Period may be modified in the SOW or as agreed upon in writing by the parties in a contract amendment.
- c) During the Transition Period, SaaS and Data access shall continue to be made available to the State without alteration.
- d) Contractor agrees to compensate the State for damages or losses the State incurs as a result of Contractor's failure to comply with this section in accordance with the Limitation of Liability provision set forth in the eVAQ General Provisions - Telecommunications.
- e) Unless otherwise stated in the SOW, the Contractor shall permanently destroy or render inaccessible any portion of the Data in Contractor's and/or subcontractor's possession or control following the expiration of all obligations in this section. Within thirty (30) days, Contractor shall issue a written statement to the State confirming the destruction or inaccessibility of the State's Data.
- f) The State at its option, may purchase additional transition services as agreed upon in the SOW.

8. DATA BREACH: Unless otherwise stated in the SOW (or Scope of Work for CALNET Customers):

- a) Upon discovery or reasonable belief of any Data Breach, Contractor shall notify the State by the fastest means available and also in writing, with additional notification provided to the Chief Information Security Officer or designee of the contracting agency. Contractor shall provide such notification no later than forty-eight (48) hours after Contractor reasonably believes there has been such a Data Breach. Contractor's notification shall identify:
 - 1) The nature of the Data Breach;
 - 2) The Data accessed, used or disclosed;

CLLOUD COMPUTING SERVICES Software as a Service (SaaS) SPECIAL PROVISIONS - TELECOMMUNICATIONS

(05/03/2021)

- 3) The person(s) who accessed, used, disclosed and/or received Data (if known);
 - 4) What Contractor has done or will do to quarantine and mitigate the Data Breach; and
 - 5) What corrective action Contractor has taken or will take to prevent future Data Breaches.
- b) Contractor will provide daily updates, or more frequently if required by the State, regarding findings and actions performed by Contractor until the Data Breach has been effectively resolved to the State's satisfaction.
- c) Contractor shall quarantine the Data Breach, ensure secure access to Data, and repair SaaS as needed in accordance with the SLA. Failure to do so may result in the State exercising its options for assessing damages or other remedies under this Contract.
- d) Notwithstanding anything to the contrary in the eVAQ General Provisions - Telecommunications, in performing services under this Contract, and to the extent authorized by the State in the Statement of Work, Contractor may be permitted by the State to use systems, or may be granted access to the State systems, which store, transmit or process State owned, licensed or maintained computerized Data consisting of personal information, as defined by Civil Code Section 1798.29 (g). If the Contractor causes or knowingly experiences a breach of the security of such Data, Contractor shall immediately report any breach of security of such system to the State following discovery or notification of the breach in the security of such Data. The State's Chief Information Security Officer, or designee, shall determine whether notification to the individuals whose Data has been lost or breached is appropriate. If personal information of any resident of California was, or is reasonably believed to have been acquired by an unauthorized person as a result of a security breach of such system and Data that is not due to the fault of the State or any person or entity under the control of the State, Contractor shall bear any and all costs associated with the State's notification obligations and other obligations set forth in Civil Code Section 1798.29 (d) as well as the cost of credit monitoring, subject to the dollar limitation, if any, agreed to by the State and Contractor in the applicable Statement of Work. These costs may include, but are not limited to staff time, material costs, postage, media announcements, and other identifiable costs associated with the breach of the security of such personal information.
- e) Contractor shall conduct an investigation of the Data Breach and shall share the report of the investigation with the State. The State and/or its authorized agents shall have the right to lead (if required by law) or participate in the investigation. Contractor shall cooperate fully with the State, its agents and law enforcement.

9. DISASTER RECOVERY/BUSINESS CONTINUITY:

- a) In the event of disaster or catastrophic failure that results in significant Data loss or extended loss of access to Data, Contractor shall notify the State by the fastest means available and also in writing, with additional notification provided to the Chief Information Security Officer or designee of the contracting agency. Contractor shall provide such notification no later than twenty-four (24) hours after Contractor reasonably believes there has been such a disaster or catastrophic failure. In the notification, Contractor shall inform the State of:
- 1) The scale and quantity of the Data loss;
 - 2) What Contractor has done or will do to recover the Data and mitigate any deleterious effect of the Data loss; and
 - 3) What corrective action Contractor has taken or will take to prevent future Data loss.
 - 4) If Contractor fails to respond immediately and remedy the failure, the State may exercise its options for assessing damages or other remedies under this Contract.

CLLOUD COMPUTING SERVICES Software as a Service (SaaS) SPECIAL PROVISIONS - TELECOMMUNICATIONS

(05/03/2021)

- b) Contractor shall restore continuity of SaaS, restore Data in accordance with the RPO and RTO as set forth in the SLA, restore accessibility of Data, and repair SaaS as needed to meet the performance requirements stated in the SLA. Failure to do so may result in the State exercising its options for assessing damages or other remedies under this Contract.
- c) Contractor shall conduct an investigation of the disaster or catastrophic failure and shall share the report of the investigation with the State. The State and/or its authorized agents shall have the right to lead (if required by law) or participate in the investigation. Contractor shall cooperate fully with the State, its agents and law enforcement.

10. EXAMINATION AND AUDIT: In addition to the Examination and Audit provision set forth in the eVAQ General Provisions - Telecommunications:

- a) Upon advance written request, Contractor agrees that the State or its designated representative shall have access to Contractor's SaaS, operational documentation, records and databases, including online inspections that relate to the SaaS purchased by the State.
- b) The online inspection shall allow the State, its authorized agents, or a mutually acceptable third party to test that controls are in place and working as intended. Tests may include, but not be limited to, the following:
 - 1) Operating system/network vulnerability scans,
 - 2) Web application vulnerability scans,
 - 3) Database application vulnerability scans, and
 - 4) Any other scans to be performed by the State or representatives on behalf of the State.
- c) After any significant Data loss or Data Breach or as a result of any disaster or catastrophic failure, Contractor will at its expense have an independent, industry-recognized, State-approved third party perform an information security audit. The audit results shall be shared with the State within seven (7) days of Contractor's receipt of such results. Upon Contractor receiving the results of the audit, Contractor will provide the State with written evidence of planned remediation within thirty (30) days and promptly modify its security measures in order to meet its obligations under this Contract.

11. DISCOVERY: Contractor shall promptly notify the State upon receipt of any requests which in any way might reasonably require access to the Data of the State or the State's use of the SaaS. Contractor shall notify the State by the fastest means available and also in writing, with additional notification provided to the Chief Information Security Officer or designee of the contracting agency, unless prohibited by law from providing such notification. Contractor shall provide such notification no later than forty-eight (48) hours after Contractor receives the request. Contractor shall not respond to subpoenas, service of process, Public Records Act requests, and other legal requests directed at Contractor regarding this Contract without first notifying the State unless prohibited by law from providing such notification. Contractor agrees to provide its intended responses to the State with adequate time for the State to review, revise and, if necessary, seek a protective order in a court of competent jurisdiction. Contractor shall not respond to legal requests directed at the State unless authorized in writing to do so by the State.

ATTACHMENT 17: TECHNICAL REQUIREMENTS NARRATIVE RESPONSE – A.0.1

Narrative Requirement A.0.1: The Contractor shall provide the leadership, project management and support needed to perform all tasks associated with this service at no additional cost to the CA 9-1-1 Branch or the PSAP. Describe how the contractor will meet this requirement for all aspects of the project.

Intrado Response: Intrado Life & Safety Solutions Corporation ("ILSSC") is proposing ECaTS, a cloud-native Software-as-a-Service (SaaS) 911 data analytics solution, with the ability to provide all required services to the CA 9-1-1 Branch and PSAP(s) at no additional cost beyond Exhibit B, Cost Worksheet.

Project Leadership

Intrado provides the leadership and proven ability to deliver and successfully execute all aspects of the proposed solution with the necessary project management and support to ensure that all aspects of the project are properly managed and monitored. The ECaTS team is well-established and familiar with the CA PSAP community and will work to minimize the impact on their operations, while guiding them toward a seamless and successful transition. Through this process, and post-implementation, *all* users of the system are encouraged to access the ECaTS Support team for any analytics needs. No additional costs are incurred for utilization of these services.

Project Management

The ECaTS Project Management Team has extensive experience working with PSAPs in the State and will leverage these relationships and knowledge to assist in the deployment process. ECaTS will assign a Project Manager familiar with the existing CA Statewide deployment, and with extensive experience in managing similar system installations. The PM will prioritize industry recognized processes and requirements throughout the implementation process and serve as the single point-of-contact (POC) for the CA9-1-1 branch. Our PM will collaborate with CA911 Branch to manage the project plan and milestone schedule tailored to CalOES specific needs with mutually agreed-upon timeframes. Project Management Plan (PMP) includes:

- Assemble and chair the teams involved in the implementation
- Integrate the activities of the CA911 branch vendors/suppliers
- Schedule and conduct Project kick-off meeting
- Manage, coordinate, and monitor the implementation activities
- Manage the change control process
- Identify risks and mitigate project obstacles
- Maintain all project related communications and documentation
- Support quality and acceptance in applicable areas of the project
- Meet/exceed the customer's needs regarding documentation
- Schedule training
- Manage testing and coordinate compliance with test criteria and obtain system acceptance
- Initiate and review site survey
- Scope of Work is completed (includes a Project Schedule of key dates) and review system design
- Comprehensive risk assessment and mitigation planning
- Project coordination and weekly project status meetings are scheduled, led and documented

ECaTS Project Manager will develop a comprehensive Project Plan/Statement of Work (SOW) for CalOES within 30 days of contract signing. This document establishes the scope of work and responsibilities of each party, and the processes to be followed related to status reporting and change management. This document will be submitted for CA911 Branch approval. Additionally, ECaTS has resource depth in all project deployment personnel to include Project Management, Field Service Technicians and Trainers which are key players with daily involvement in the overall implementation plan. Should the need arise to substitute or add resources at any

given time in the project lifecycle, it is not a problem as we have many Senior Project Managers with similar skills, same is true for Field Service Technician as well as Trainers.

Support and Operations

ECaTS operations team based out of Roseville, CA, will enhance our ability to provide the services required for a successful implementation. ECaTS has several Field Engineers based throughout the State, that will be utilized for any physical deployment and ongoing maintenance needs. In addition, our CA based trainers and system experts will be assigned to the project to allow for high levels of flexibility when adjustments are needed to accommodate State and PSAP needs. The ECaTS Operations team consists of the following divisions:

- Operations Leadership, tasked with overall project oversight and availability to assist with any needs or escalations, as well as tracking and verification of any billing activity to ensure that the CA 9-1-1 Branch and the PSAPs are not charged any additional costs for the services described.
- Project Management team, tasked with planning and project management.
- Field Intelligence and Field Engineering teams, tasked with both physical deployment and proactive monitoring.
- Data Analyst team, tasked with initial configuration as well ongoing support for changes to data and/or complex reporting needs (trending analysis, detailed queries, etc.).
- Support Team, tasked with providing on-boarding services as well as ongoing training and reporting support for any State or PSAP requests.

In addition, the ECaTS team was built to provide access to additional internal leadership and technical resources. This allows Intrado to leverage development and executive leadership as needed to ensure compliance, if at all necessary. Intrado maintains long-standing partnerships with the nation's Public Safety agencies, telecommunications carriers and enterprise organizations, working through each of our divisions to provide comprehensive 9-1-1 availability around the clock, wherever it is needed. Intrado supports its vision by working to advance NG9-1-1 through the various standards bodies. We have multiple employees that support multiple NENA working groups including CS-EIDO Conveyance, CS-i3 Architecture, ASC-EIDO-JSON, DS-Interface Specification Development, SS&R Systems Security and Resiliency, SS&R Telecommunication Denial of Service (TDoS), SS&R Cloud Services, and SS&R-IoT/Apps.

As an active participant in NENA's Industry Collaboration Events (ICE) for system interoperability, Intrado continues to develop its A9-1-1 ESInet, VIPER CHE, Spatial Command and Control, and Data Analytics platforms in compliance with NENA i3 standards as the standards evolve. Intrado understands NENA ICE events play an important role in enabling and accelerating the transition from today's legacy 9-1-1 systems to Internet Protocol (IP)-based next-generation 9-1-1 networks. As an industry leader we continue to embrace our responsibility to collaborate with NENA and the public safety industry to help solve i3 interoperability issues in a multi-vendor next generation 9-1-1 environment and develop new and meaningful services and solutions for our customers.

Some additional groups Intrado participates in are as follows:

- Alliance for Telecommunications Industry Solutions (ATIS)
- Industry Council for Emergency Response Technologies (iCERT)
- FCC CSRIC
- National Institute of Standards and Technology (NIST)
- National Public Safety Telecommunications Council (NPSTC)
- Partnership for Priority Alarm Response (PPVAR)

Intrado participation ensures we have preliminary insights into where the standards bodies are moving which allows us to implement and support standards quickly once ratified. Intrado is a strong advocate of cooperative

interop ability across all industry stakeholders. Cooperation ensures end-to-end support for all emergency calls and alerts ensuring the call gets to the right PSAP with the right information. Intrado also contributes to the thought leadership of the standards bodies with the goal of supporting continuous improvement for incident management.

ECaTS is currently structured to ensure that the CA 9-1-1 Branch and PSAPs will not incur any additional costs for these services throughout the life of the project, understanding that it is our responsibility to deploy the solution without negatively impacting the customer in any way, monetarily or otherwise.

ATTACHMENT 17: TECHNICAL REQUIREMENTS NARRATIVE RESPONSE – A.0.2

Narrative Requirement A.0.2: Describe how the Data Analytics platform will gather the information needed from legacy CPE, CAD, Data Sharing Cloud CPE, NGCS, carriers, and other data sources to support the SOW and technical requirements in Exhibit A. The description shall include the interface requirements and assumptions needed to support the service. Describe how the service will utilize an open standards methodology wherever possible. Description shall include how proprietary standards and or protocols are minimized within the proposed system and shall address any limitations that may result from those proprietary components. Finally, where the system utilizes customized solutions or proprietary solutions, the description shall identify the standard or protocol substituted and provide a descriptive narrative for any proprietary part of the solution needed to satisfy the SOW and Technical requirements. Failure to disclose proprietary interfaces, patents, and any other interface assumption could result in an uncompliant bid and may result in material breach of contract.

Intrado Response: The proposed Intrado ECaTS solution will gather the information needed from legacy CPE, CAD, Data Sharing Cloud CPE, NGCS, carriers, and other data sources to support the SOW and technical requirements in Exhibit A leveraging installed hardware and APIs for all data sources where applicable. Intrado will continue to interface with the existing RDDM and/or the EIDO edge device (EED), standards based as well as custom parsers and strategic integrations to meet the needs of this request.

Intrado continues to be a leader in standards and protocols and strives to utilize open standards and industry recommendations wherever applicable while continuing to address proprietary standards and protocols where required, on an as-needed basis, steering interfaces towards standards where appropriate.

Interface Requirements and Assumptions:

For legacy and onsite vendor solutions:

- The RDDM is a purpose-built hardware that resides at the PSAP or datacenter. It uses a serial or IP connection to receive CDR, CAD or i3 logs. The RDDM software buffers data and securely (encrypted via SSL) transfers payloads to the ECaTS datacenter. Data is not deleted until confirmation receipt.
- The Intrado EIDO Edge Device (EED) is flexible hardware that can support RDDM software. It will function as an RDDM as described. It has the added benefit of directing data payloads to Intrado’s proposed Data Sharing platform and giving the State one device to ingest all sources of required data (CPE, CAD, Data Sharing, Cloud CPE, NGCS, etc.)
- In all cases, it is assumed the services will leverage the next-gen network for connectivity.

For cloud-based vendor solutions:

- APIs provide a low cost, low impact deployment solution that allows two services to interface in automated or manual cycles. ECaTS has API interfaces that vendors can use to share data over secure connections as if an RDDM or EED was buffering, securely sending, confirming receipt of data.
- The APIs include:
 - ECaTS CDR API -
 - Built on EDI, it is a public proprietary open API (REST Endpoint) which can be used by any vendor to securely transmit data from their system to the ECaTS subsystem.
 - Secured via certificate and API key.
 - Customizable data format of the payload per vendor as required. As such, vendors can keep their formatting (ex: .XML formatted CDR from a CPE vendor).
 - Delimiters and sequence numbers provide a means for both services to automatically communicate if an issue is perceived.
 - Buffering, authentication, and HTTP codes are provided within the document.
 - ECaTS i3 Logging Service API -
 - The security methods and data formats follow NENA standards.
 - Current implantations support i3v1, i3v2 and i3v3 standards with various vendors.
 - ECaTS EIDO API -
 - Intrado will develop a secure/scalable endpoint for the Data Sharing’s EIDO client service which will consume incident update events from the Data Sharing service’s EIDO conveyance element(s).

- All CAD related data will be collected from this interface.
- All APIs will require bi-directional communication to confirm receipt before vendor deletes data and for alarming purposes. If new data is not received within an agreed upon cycle, alarming will trigger a trouble ticket.

In regards to reducing proprietary formatting and data, Intrado acknowledges that there are legacy PSAPs, multiple versions of NENA's i3 spec and proprietary CAD and supplemental data formats. Neither the state nor Intrado can fully mitigate this. To reduce proprietary data concerns, Intrado's proposed solution, ECaTS, stores the data it receives in its original and transformed format. Both the original and the transformed format are stored in ECaTS's multi-node databases. The proprietary transformed format is optimized for the optimal customer reporting experience. The original data is kept and referenced in data recall/data export situations where the original is required. The end result is a reporting solution that is consistent regardless of i3 version, CPE vendor, etc.

ECaTS has custom parsers to provide support for all CPE providers currently operating in the state. ECaTS also provides support for all current TCC and text-to-911 vendors in the state. Intrado assumes that all CAD and supplemental data will be delivered over the EIDO conveyance service in a normalized format.

ECaTS will leverage its i3 logging service to support current and future NENA standards and services. This service includes two interface options, a NENA compliant API or EED, for secure transmission of i3 logs. The ECaTS data center utilizes secure endpoints to ingest the data and uses scalable services to manage data ingress and transformation with load balancing and service resiliency in mind. ECaTS currently supports all confirmed and implemented standards, with constant investment toward the support of newly confirmed standards. As those new standards are confirmed and implemented, ECaTS will maintain a preparedness to provide i3 logging services to meet user needs. ECaTS currently supports the following i3 versions:

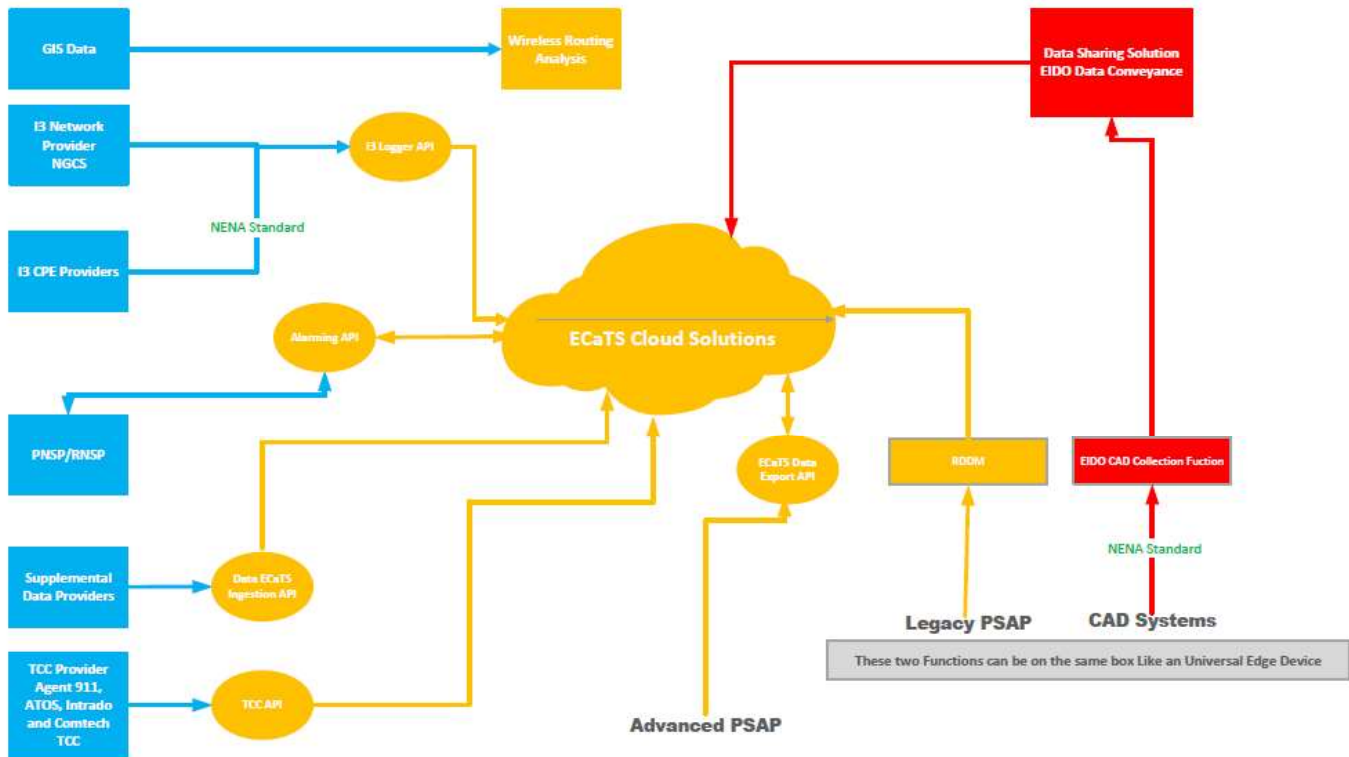
- NENA Detailed Functional and Interface Standards for I3 (08-003)
- NENA Detailed Functional and Interface Standards for NENA i3 Solution (STA-010.2)
- NENA i3 Standard for Next Generation 9-1-1 (STA-010.3)

ECaTS will add support for i3 logging from the CPE as vendors transition. This service will allow for the CHE to interface via RDDM, EED or API. This new service will support seamless reporting as the CPE migrates from a legacy, proprietary CDR format to a standards compliant format. The solution will include a secure and scalable i3 ingestion service. This will power the CHE/MIS reporting and services when a vendor implements and a PSAP adopts an i3 solution.

In the event a new CPE, CAD or other data source vendor is introduced, ECaTS will provide interoperability support for the state and vendor to confirm data elements required are available and deliver a project plan for the specific implementation so that a parser will be available for data. In the event, data elements cannot be delivered from the data source, those items will be identified and reviewed with all parties.

ECaTS recognizes that consistency is key in the transition from legacy services to a next-gen network, ECaTS focus is bridging the gaps between them to ensure a consistent experience through the user interface regardless of data source. The data we gather and store today via legacy systems will be enhanced and repositioned via next-generation core services and it's critical to maintain consistent and normalized data along the transition. ECaTS offers an i3 compliant logging service interface which aggregates logs from the Network (ex: an ESINet) and the Call Handing System to support end-to-end transaction logging and retrieval.

Diagram 1: Proposed Solution Data Aggregation & Flow



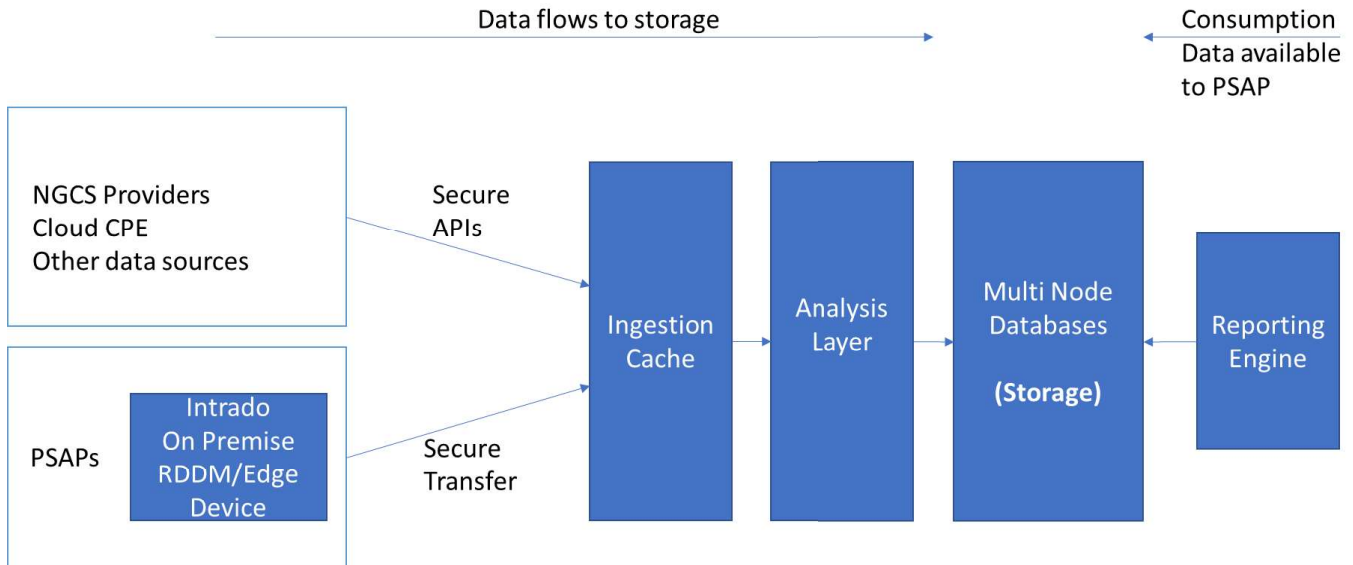
ECaTS Data Analytics is represented in **Yellow**.

Data Sharing is represented in **Red**.

I3 NGCS and CPE , RNSP/PNSP and Supplemental are in **Blue**

NOTE: ECaTS will only be providing what is represented in Yellow

Diagram 2: Data Collection & Storage



ATTACHMENT 17: TECHNICAL REQUIREMENTS NARRATIVE RESPONSE – A.0.3

Narrative Requirement A.0.3: Describe the key success factors for the service deployment, to include the initial deployment of Data Analytics. The description must include how the bidder will ensure all ad-hoc and standard reports in the SOW will be delivered and the challenges and mitigation strategies that may impact the project's critical path. The description shall also include how the software as a service model eliminates the need for change orders, additional cost, and how ad-hoc reporting is used to avoid additional cost for report development.

Intrado Response: Our team believes the key to success is not only in the delivery of services but the agreement on deliverables, the timelines to be made available and constant communication between vendor and customer. This is pivotal to staging and internal management for both parties and is key when services are deployed or developed and, where needed, tested to satisfaction. ECaTS defines 7 key items in its strategy for a successful deployment:

- Leadership Engagement for Leadership Commitment
- Understand the Agency's Needs Before Deployment
- Minimize Impact on Agency Workflows
- Establish Milestones in the Roll-out Plan
- Keep Organized & Track Metrics
- Continuous Communication with the Agencies and State Stakeholders
- Actively Gather feedback and be Responsive

ECaTS has measured success in many statewide deployments that included access to our standard services, enhanced features and custom development to meet specific requirements. ECaTS is prepared to implement and execute on a project plan that includes providing statewide access to an extended suite of available and road mapped services as the service is deployed, as outlined within the state's deployment timeline. ECaTS

ECaTS, as the current analytics provider, is capable of providing many requirements to all PSAPs immediately with no limits on hardware, requirements for new licenses or otherwise.

New services and functionality, such as data source interfaces and reporting, will be incorporated into the project timeline and made available in releases throughout the deployment timeline. The project timeline, deliverables and dates will be agreed upon within the Statement of Work, with a focus on prioritized value delivery. Services and development are prioritized in modern agile processes to further our ability to succeed.

Enablers like PowerBI will not only allow Intrado to build new report requests in a more modern format (to include drill down, interactivity, analytics and trends), it will provide the users access to a more robust ad hoc system and the ability to leverage dashboards with thematic narratives. BI tools have been proven to shorten delivery schedules and exceed user expectations.

To mitigate risk and deliver successfully, interoperability will be confirmed (or alternative approaches will be scoped), total effort to delivery will be planned alongside resource allocations with delivery schedules in mind. Site surveys will likewise allow for proper planning and preparedness to meet or exceed project expectations for any hardware and network connectivity concerns. Site surveys will also help us confirm vendors and will help implement any custom services to meet the requirements in a fashion that provides the greatest value in the shortest timeframe.

The ECaTS Ad Hoc tool is a power resource that gives the user even greater flexibility and detail within their reporting, by allowing users to create their own custom purpose built-reports and reducing the need to purchase additional custom report. When configuring their templates, users may include and filter against any number of specific fields from the ALI, CDR, i3 and CAD records within their call data. Once generated, individual Ad Hoc templates may be saved for future reuse, and may even be shared with other ECaTS users that have access to the same PSAP(s).

This reporting tool enables the end user to comb through large amounts of data and gives the user the ability to create a report that is specific to the user's needs. Additionally, ECaTS has added a new Mapping output that allows the user the ability to see calls for a specific time frame and sort multiple calls geographically with our Geo Fence tool and see selected calls in lists by regions. This allows the user the ability to drill down into a geographic area to see Critical incidents by time and area.

Additionally, users can reach out to our support to help build Ad Hoc templates at no cost to the users

Even though ECaTS is a leader in 911 data aggregation and normalization, we acknowledge that not all CAD and other data-source vendors will be self-motivated to interact and interop with the Data Sharing portal. ECaTS will factor these efforts into the project plan in a way that allows ECaTS to influence the vendor or make custom enhancements to our parsing services as needed.

Intrado and ECaTS involvement in 911 governing bodies has and will continue to inform our plans and practices. Reducing the cycle to informed decision making, equitable data access (within secure parameters), essential and uniform data formatting for immediate sharing and review, and overall 911 landscape visibility. Resource utilization, funding validation, operational efficiency and more will continue to be common and valuable parts of the platform even as the needs evolve.

As market, technology, customer and industry standards, practices and capabilities evolve, ECaTS is committed to maintaining a competitive edge by providing regular updates and functionality that meet and exceed user expectations. As data changes (due to vendor technology or industry standards), users are afforded a seamless experience.

As a Software as a Service product, ECaTS services are enhanced over time based on these evolutions and are introduced with updated documentation. These are included in the service subscription at no additional cost. New functionality, such as new ad hoc reporting, modules or standards updates, will be considered a table stake and included in the service within a reasonable timeframe. Customer support is a fundamental part of the ECaTS product and does not require additional costs. Unless a customer requests unique services and functions that do not align to strategic and valuable investments, the services and functions are added to the roadmap and prioritized efficiently.

Diagram 1: ECaTS Microsoft Power BI Interface, Average Answer Dashboard

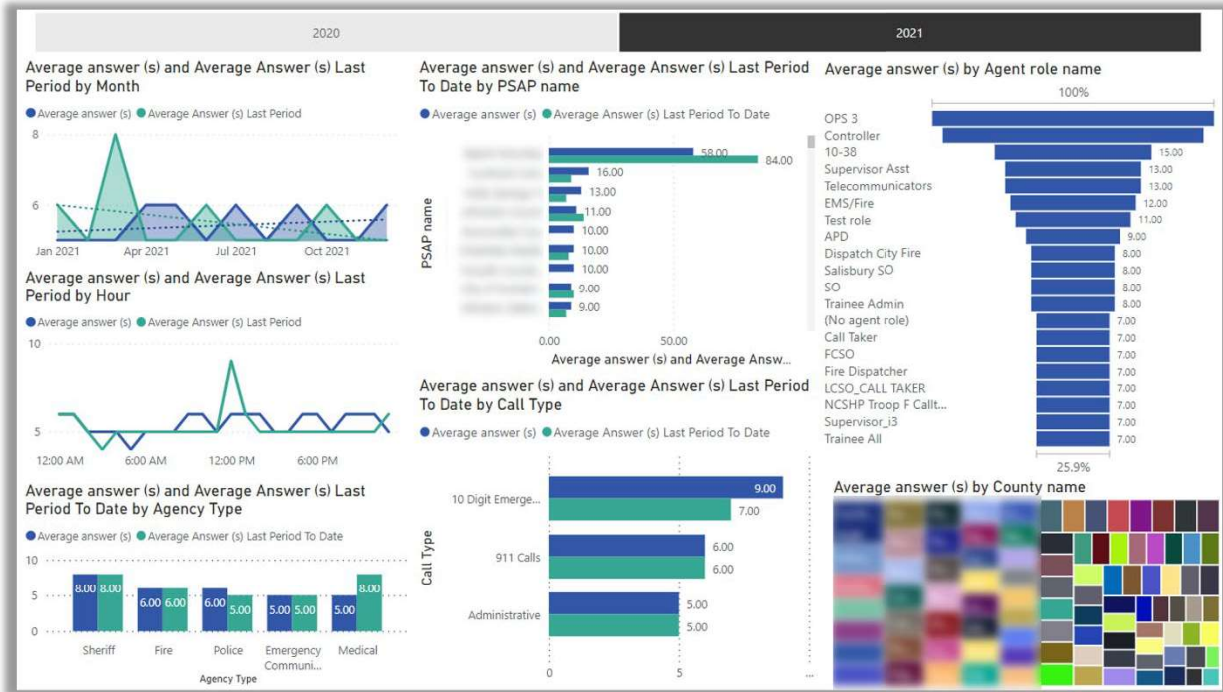


Diagram 2: ECaTS Microsoft Power BI Interface, Total Answer Dashboard

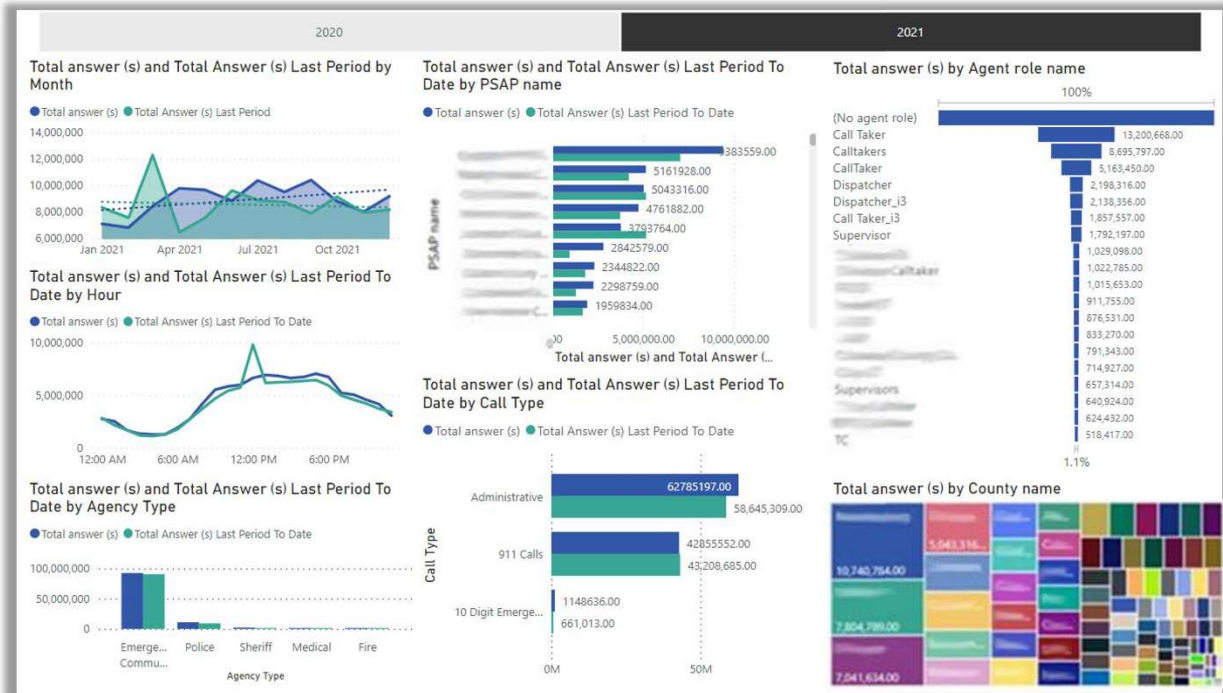
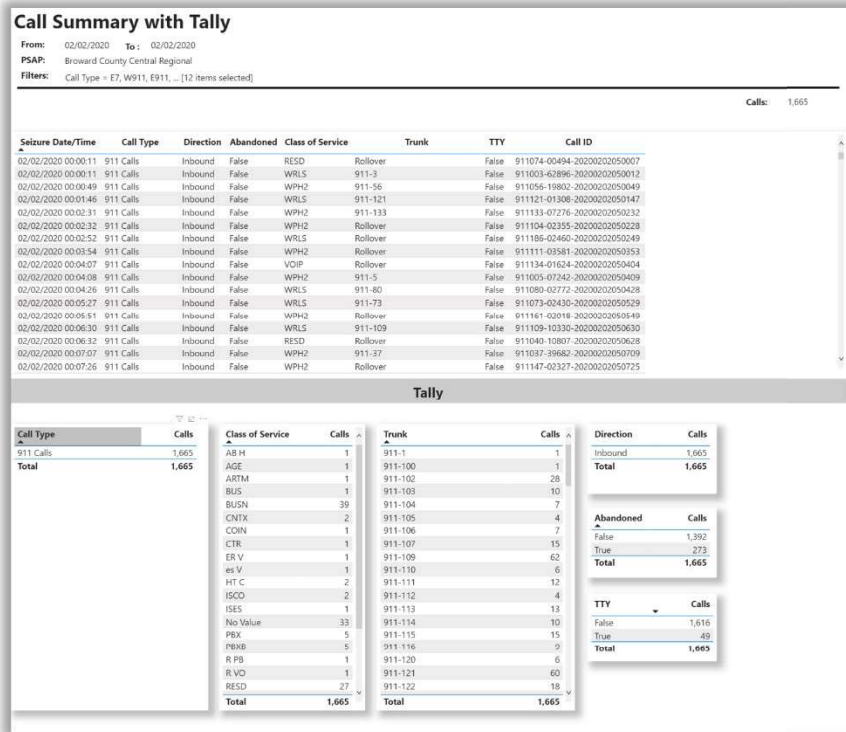


Diagram 3: Power BI, 911 Call Count by Period Report



Diagram 4: Power BI, 911 Call Summary with Tally



ATTACHMENT 17: TECHNICAL REQUIREMENTS NARRATIVE RESPONSE

Narrative Requirement A.0.4: Describe how the cloud native service shall be configured to avoid all single points of failure within the system and to ensure 99.9% availability. The description shall include validation that the cloud hosting service is certified as FedRAMP High and how the Data Analytics application is designed to ensure 99.9% availability.

Intrado Response: Intrado utilizes redundant architecture with proper security and monitoring certifications to provide confidence in and effectively eliminate single points of failure to ensure 99.9% availability, as outlined in Exhibit D, Cloud Computing Services Software as a Service (SaaS) Special Provisions.

It is the commitment of Intrado to migrate to FedRAMP High Microsoft Azure (see Figure 2) within 120 days of contract execution, specifically by November 15, 2022, given contract execution by July 15, 2022. This will be accomplished given Intrado is currently in the process of migrating ECaTS to Microsoft Azure, with extensive experience in using FedRAMP certified cloud services such as Azure. Intrado currently runs over twenty-three (23) production instances in Azure serving over 1700 customers.

Intrado's proposed solution, ECaTS provides a cloud-native architecture designed to eliminate single points of failure by provisioning ECaTS' back-end functions using highly available services within the Azure cloud infrastructure to ensure 99.9% availability (see Figure 3). In the event of a system failure in a component, the ECaTS infrastructure is designed to redirect that component's traffic to a mirrored service to avoid any loss of service or capability.

For Cal OES, our solution will be installed in the assessed and authorized FedRAMP High-impact compliant Microsoft Azure. Azure maintains FedRAMP High Provisional Authorizations to Operate (P-ATOs) issued by the FedRAMP Joint Authorization Board (JAB) in addition to more than 250 Moderate and High Authorizations to Operate (ATOs) issued by individual federal agencies for the in-scope services. Each of these paths requires an assessment by an independent third-party assessment organization (3PAO) that is accredited by the program and a stringent technical review by the FedRAMP Program Management Office (PMO).

Additional details and validation of Microsoft Azure Policy regulatory compliance mapping to FedRAMP High compliance domains and controls, can be referenced at the following web address:

- <https://docs.microsoft.com/en-us/azure/governance/policy/samples/fedramp-high>
- <https://docs.microsoft.com/en-us/azure/governance/policy/samples/fedramp-moderate>

For business continuity, data will be stored in multiple geographically diverse availability zones and written to Azure in near real-time in case of a region-wide event or unexpected network failures. There is no PSAP localized data storage, and all processing occurs in the cloud with all transactions processed and saved instantaneously. This cloud-native instance will be dedicated to Cal OES and be provisioned to scale as additional resources are needed in times of emergency.

All incoming data and portal requests are load-balanced across systems to maintain ideal response times and to steer traffic to secondary systems in the event of a system failure.

Figure 1: Current Data Flow & Storage

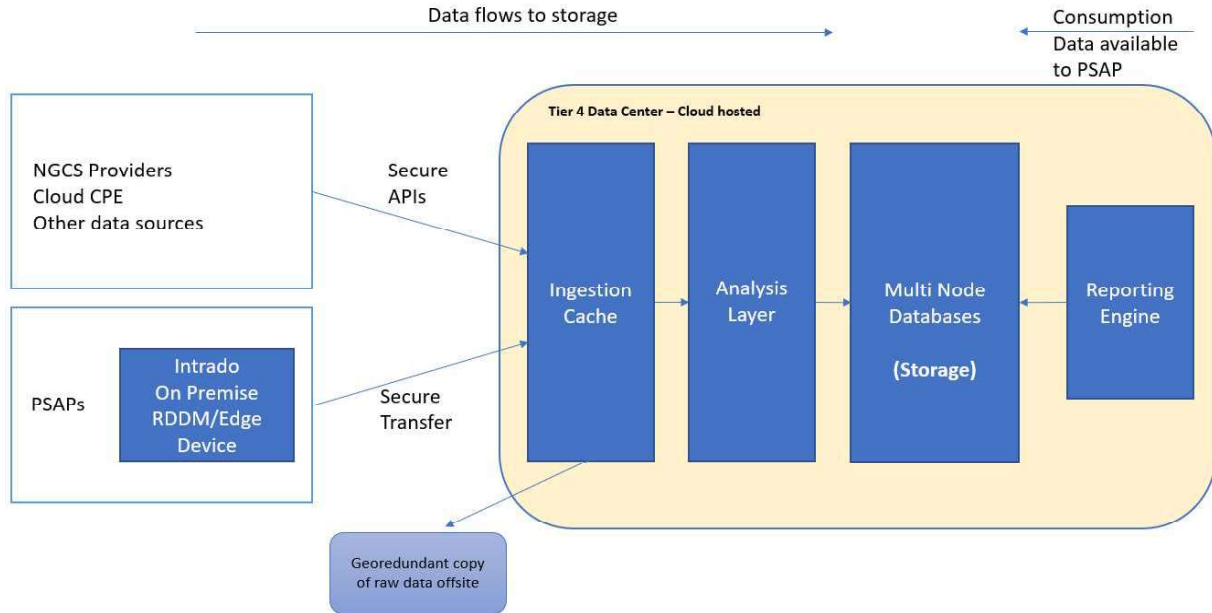


Figure 2: Migration to Microsoft Azure FedRAMP High Certified Cloud

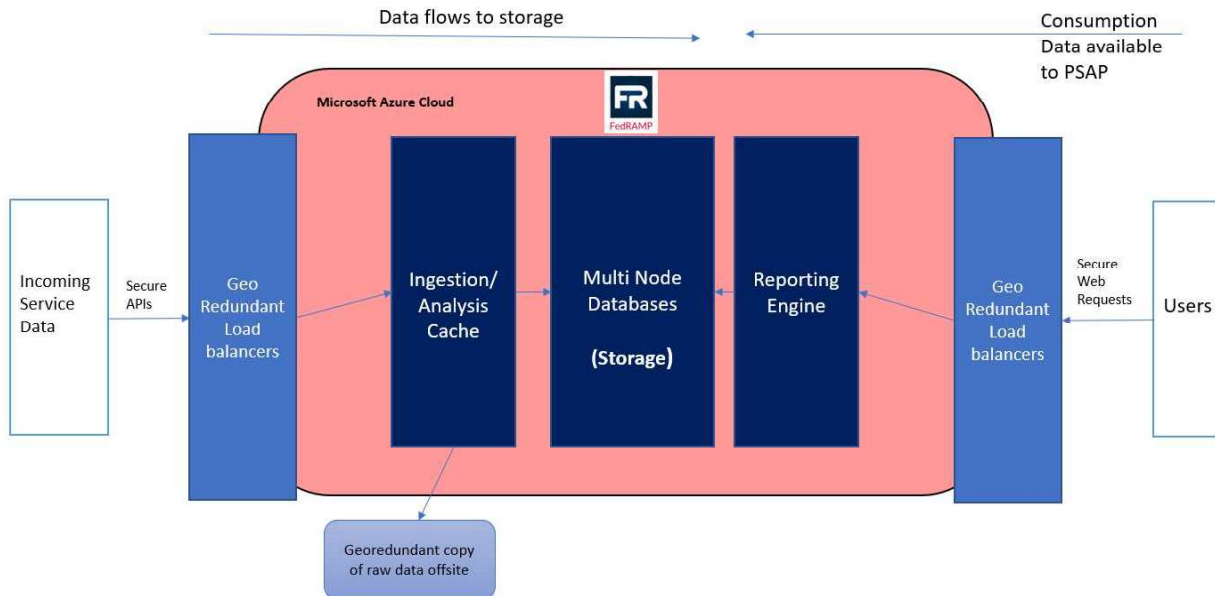
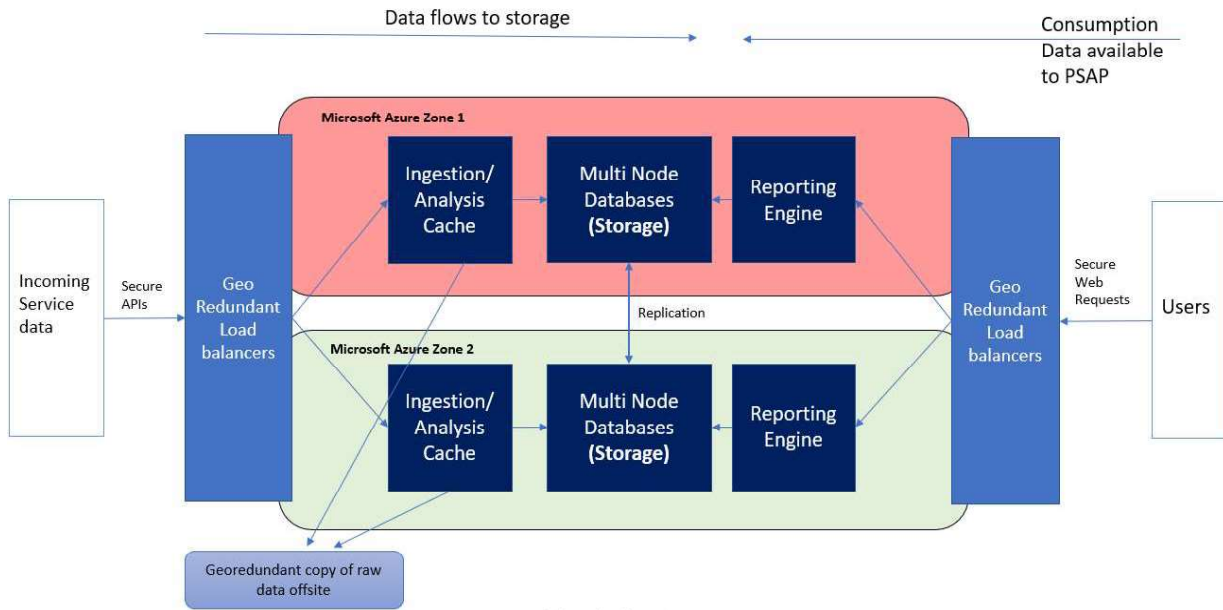


Figure 3: Elimination of Single Points of Failure – Achieving over 99.9%



ATTACHMENT 17: TECHNICAL REQUIREMENTS NARRATIVE RESPONSE – A.0.5

Narrative Requirement A.0.5: Describe how the service shall scale to meet expected demand over time, without limitation of any physical onsite hardware, human intervention, licensing, number of positions, NENA i3 versions, during everyday use, during disasters or during high demand events while maintaining 99.9% availability for PSAPs deployed on your platform.

Intrado Response: Intrado’s proposed ECaTS solution is designed to be scalable to meet the expected system demands and over time and is provided to CalOES without limitation as to the amount of any physical onsite hardware, human intervention, licensing, number of call-taking positions, CAD positions, NENA i3 versions, and CAD incidents stored, managed, and reported by ECaTS. Likewise, licenses to access the ECaTS portal during everyday use, during disasters or during high demand events while maintaining 99.9% availability for Data Analytics is not limited by subscription to our SaaS model. PSAPs deployed. The solution scales with respect to bandwidth, additional sites, and interconnection with RNSPs and PNSP.

The proposed solutions include unlimited usage for maximum flexibility and capacity as required by the State. Intrado provides a solution that scales with and responds seamlessly to growth. ECaTS provides monitoring, managing, and reporting services on 87,806,785 million calls annually across 3,000+ PSAPs nationwide. Our service evolves alongside technology and industry standards to meet customer needs including data access and data security.

During disasters or high-demand events, the system scales and balances the load across highly available services to maintain peak operating performance.

All network connections enter a set of load balancers. These network load balancers can direct traffic to a set of web servers. The number of webservers automatically and dynamically increase with load. Multiple application services can process inbound data. These groups can add/remove members dynamically based on load. All of these can interact with clusters of databases. This provides the ideal horizontal scaling.

In addition, we incorporate monitoring of our services using our internal NewRelic platform. We have a series of “logical checks” which monitoring syntetic flows for reporting. For example, the system can be working fine, however the volume of data is below the norm – this would generate an alarm on our system. If not to report a System error – to at least alert the end customer about a potential end-to-end failure.

ATTACHMENT 17: TECHNICAL REQUIREMENTS NARRATIVE RESPONSE – A.0.6

Narrative Requirement A.0.6: Describe how the service shall maintain trouble ticket e-bonding with RNSP and PNSP using standardized API developed by PNSP. Description shall include the integration of system monitoring with the data delivered from each data source with methodology on how to validate each source is delivering data. Describe how the system monitoring dashboard will display and report the health of the Service and any installed PSAP equipment to ensure that SLAs are being met. Description shall include a definition of near real time. Description shall also include how CA 9-1-1 Branch and PSAP will access the dashboard monitor and interface with the NOC to obtain statistical data, printable reports, outage notifications, and other data.

Intrado Response: Intrado will provide trouble ticket e-bonding via a standardized API developed by the PNSP to create a bidirectional data synchronization between ECaTS Trouble Ticket Management System (leveraging both Team Foundation Server (TFS) or ServiceNow (SNOW) for maximum interoperability) and the ticketing system(s) utilized by the PNSP and RNSP. This will allow for the creation of trouble tickets on the ECaTS platform and PNSP/RNSP and make them updatable and accessible from either system. ECaTS will utilize monitoring at all data points to validate system status and require a heartbeat confirmation to be serviced up to ECaTS and the NOC (as required). Additional details will be required upon award.

Proposed solution includes the following assumptions:

- Interface will include a standardized API provided, at award by the PNSP as outlined in the requirement to be provided by PNSP. Intrado is also prepared to document and build the API for e-bonding to assist in a successful and efficient deployment.
- API will include bi-directional synchronization to track and mirror each party's aggregated trouble tickets.
- API assumed to provide a Create/Update service to allow for synchronization between both services so users will have access to the same content in near-real-time.

In addition to e-bonding, Intrado's cloud platforms use a variety of tools to monitor and ensure systems are running at peak performance. This monitoring not only senses and alerts to potential issues within our systems, but also extends out to monitor the connections at each agency, and the data sources which are powering both the Data Sharing and Data Analytics solutions, as described below.

I. SYSTEM HEALTH DASHBOARD: Intrado will provide a dashboard that will show in near-real-time the status of the Cal OES data sharing solution and each data connection (CPE, TCC, ESInet i3, CAD and Supplemental Data) within the portal. Data provided within the API will be integrated into a monitoring dashboard providing display and reporting visuals based on the services and equipment within the network. The dashboard will provide access to data, metrics, and immediate visualization to compare against trends, and will include the ability to drill down and print specific, metric-focused reports to review SLAs. Service states will provide an immediate understanding of how the network (in part, or in whole) is responding to common or unique circumstances. The dashboard will reside in the Cal OES Data Analytics Portal, requiring user log in and permissions which can include PSAP, and state officials or representatives of the state including NOC engineers as required by Cal OES, with unlimited user logins at no additional cost. "Near-real-time" is in all cases subject to inherent delays beyond Intrado's control, including but not limited to data-source processing and logging latency, data transmission latency and buffering, etc. Alarming/ Health data shall be available in near real time which is defined as less than 120 seconds. Intrado will provide a web-based system health dashboard with the following functionality:

- **Notifications/Alerts:** Intrado will monitor website availability per customer and feed directly into Intrado's alert system to determine if it is SLA impacting or not. Notifications will include automatic emails to be sent by ticket category, so users can be notified of issues as they are created. The system employs robust detection methodologies allowing the system to detect unusual activity, avoid false positives, more rapidly identify anomalies, and prevent overwhelming analysts and customers with insignificant alerts. Additionally, Intrado's EIDO Edge Device (EED) is configured to alert our 24/7/365 Network Operations Center when connections to local data feeds are lost.
- **Multi-Database Display:** The status of all the services per site and the utilization of the service.
- **Configurable KPIs (Key Performance Indicators):** Self-configurable KPIs for monitoring alerts.

- **Root Cause Analysis:** Each service will indicate the cause for degradation/outage along with the following data: time of issue, duration counter, associated ticket number, ticket description, service name and site.
- **System Health Status:** A complete view of the health of the 911 environment via a Statewide map highlighting each PSAP in the jurisdiction with a color code (green, yellow, or red) indicating the following per PSAP: Green – Healthy, no issues detected; Yellow – Possible low call volume, data anomalies or other error/warning for further analysis; Red – PSAP requires attention. Data anomaly was validated, possible dispatch required.
- **Line/Activity Monitoring** – Monitors call event activity against historical baselines to identify currently-trending low or high-volume anomalies, including the ability to detect a circuit’s (both legacy and NextGen) standard activity volume and identify “circuits” or channels that have gone dark (meaning that are not generating any activity volume).
- **CPE Errors** – ECaTS proactively detects, qualifies, and escalates warnings and/or errors from the CPE using both the System Health Dashboard and Trouble Ticket Management Database. Additionally, ECaTS performs some on-site error monitoring and detection using its EIDO Edge Device (EED).
- **Data Anomalies** – Continuous monitoring of the data collected and stored into the ECaTS system. Data anomalies such as “noise”, invalid characters, and modifications to the data stream by misconfiguration or unexpected software updates to the CPE equipment or i3 logs are automatically detected by the system. When such anomalies are identified, the PSAP is flagged for immediate research and validation by one of our Data Analysts. The problem is then recorded and escalated via our Trouble Ticket Management system until it is validated and the ticket is updated through resolution.

II. TROUBLE TICKET MANAGEMENT SYSTEM: Intrado maintains a trouble ticket log through the ECaTS Trouble Ticket Management System of all incidences alerted through monitoring and/or reported by the PSAP. Automated tickets are created as an event triggers the action, which in serial creates a ticket within the ECaTS Trouble Ticket Management System. For example, if an RDDM or EIDO Edge Device has not received data a ticket will be created and proper steps to triage and confirm or resolve an issue will be taken. Any issues with the system, PSAP failures, Conditions Yellow or Red, etc. creates an automated ticket reviewed by Intrado’s NOC and Data Analyst personnel. The affected PSAP(s) are notified by ECaTS anytime a problem is detected. Directly from the ECaTS portal and accessible via a secure login, the system provides information on who worked on the issue, status changes with associated dates and relevant notes. Trouble tickets are initiated, and trouble reports are made to the appropriate third party (ILEC, CPE and/or ESInet vendor). Intrado monitors the status of trouble resolution with the third party and updates the trouble ticket log until the problem has been resolved. Authorized personnel from the State and PSAPs will have access to our database to generate reports, view Trouble Ticket statistics and analyze Intrado and other provider’s performance. With the inclusion of e-bonding trouble ticket management systems with RNSP/PNSP, it gives the State the ability to manage all 911 related issues from one secure location for seamless monitoring, reporting and analysis, as provided by Intrado’s proposed solution.

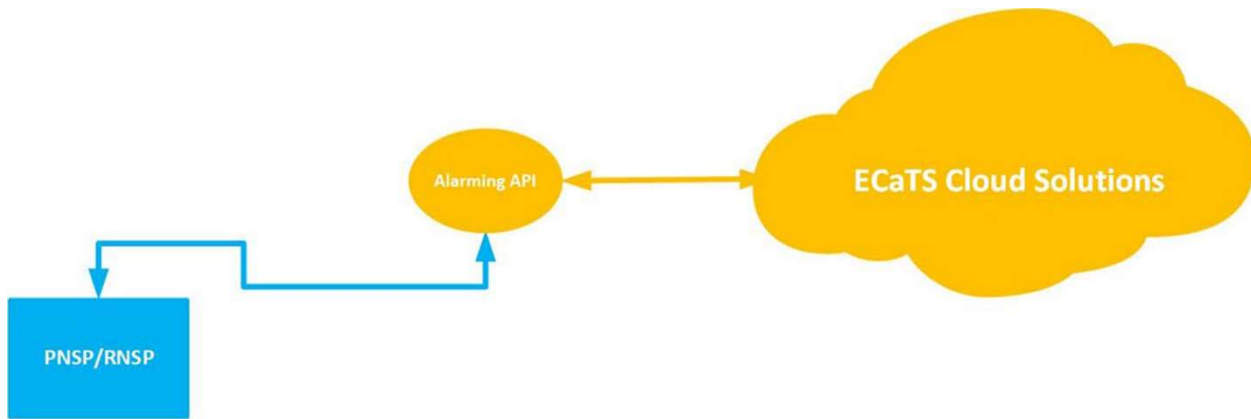
III. ONGOING MONITORING & SUPPORT SERVICES: Intrado provides remote monitoring and on-site support for the ECaTS Data Analytics components including remote monitoring of the data sharing connections via the EIDO Edge Device (EED), on-site remedial maintenance, and full trouble ticket management services. In addition to the Trouble Ticket Management System and System Health Dashboard, here are additional Monitoring and Support Services provided by Intrado as part of our Service:

- **Remote Monitoring:** Intrado continuously monitors the health of the EIDO Edge Device (EED) deployed at each PSAP. The status of the full ECaTS deployment is also available to authorized users through the on-line portal that provides the state of each PSAP including satisfactory status (green), low call volume or no call activity – trouble ticket issued (yellow), low call volume or no call activity – trouble ticket has not been issued (red). The ECaTS application includes automatic notification of low or no data conditions to inform and validate on connections. Intrado takes a proactive approach to these conditions and contacts the affected PSAP to ensure

management is aware of any potential emergency services network or CPE outage. Intrado also manages a trouble reporting system as described below.

Figure 1: Trouble Ticket E-Bonding – Notifications/Alerts

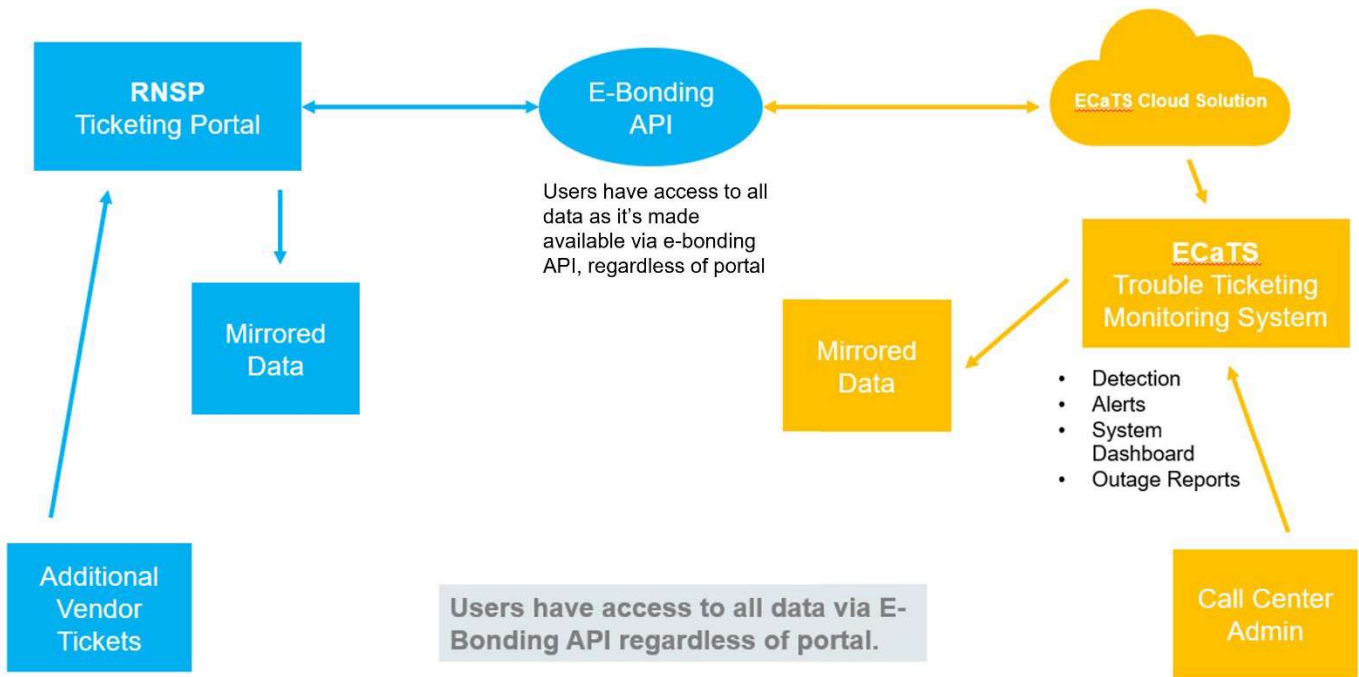
**tickets, alerts, and notifications leveraging the same custom API provided by the PNSP



Two-way communication between ECaTS and PNSP/RNSP Trouble Ticket Management Systems

NOTE: ECaTS will only be providing what is represented in Yellow

Figure 2: Trouble Ticket E-Bonding Integration Process



ATTACHMENT 17: TECHNICAL REQUIREMENTS NARRATIVE RESPONSE – A.0.7

Narrative Requirement A.0.7: Describe the deployment plan and implementation schedule. Description shall include timeline needed for development of reports, gathering data, formatting data, testing the solution in the CA 9-1-1 Branch NG 9-1-1 lab, and implementing solution at the PSAP.

Intrado Response: ECaTS is designed as a Software as a Service product. Deployment and development are enabled to run without constraint on each other, and as such will be considered as two separate tracks of effort leveraging separate teams, resources and capabilities to meet deployment plans and deliverables.

Deployment Plan

Intrado will utilize the plan provided by CA9-1-1 Branch for PSAP deployment. ECaTS is fully capable of meeting the delivery schedule provided based on previous deployments, resources, and extensive experience. Hardware and resource planning is prepared for this effort, understands the aggressive plans and will manage the timeline accordingly. In addition, ECaTS is currently collecting Call Detail Records on a Statewide level and these existing connections can be leveraged to minimize data loss and ensure a seamless transition and expedited deployment of the EED devices. With ECaTS, a successful deployment will be attainable via our in-state field support, relationships at local PSAPs and state levels, and successful experience delivering reporting to many states within the US.

Regarding development, ECaTS will provide a schedule of delivery that is built on common, modern practices to deliver value in short but impactful cycles. ECaTS leverages SAFe Agile practices, for example, and will deliver new integrations and services in tandem.

Based on the requirements of both CA Data Analytics RFP and CA Data Sharing RFP, the path forward will include interfacing and confirming data from new sources into our i3 logging and CAD datasets. Additional work includes trouble ticket e-bonding, reporting enhancements and portal improvements focused on the improved experience BI enabling tools can provide.

Where provided, standards (ex: i3 logs) and normalized data (ex: EIDO-like service in Data Sharing) will inform the time to production and will be developed accordingly. Where no standards apply (ex: CDR and other data sources), ECaTS will leverage our stance in the industry to influence interoperability or as needed gather data and develop a custom data parser. These latter items, considered more variable, will be planned in a means to reduce overall impact to the project and provide a successful outcome.

Key to these endeavors will be business engagement to build interoperability paths. Access to data from the RNSP and PNSP can be facilitated via API or hardware at the datacenter and proper coordination will be facilitated. ECaTS does not expect any immediate concerns from CPE but will be prepared to engage for i3 interface opportunities. CAD will focus first on Data Sharing as a source with custom parser discussions to be addressed based on factors including client benefit and partner engagement.

ECaTS development process include multi-environment testing and allows for UAT environments where, as evident in the case of recent Wireless Routing Analysis Phase 2, a customer is able to fully vet and confirm the solution before it is added to the production codebase for immediate implementation. This will be leveraged to confirm parser support and reporting functionality.

New reporting and functionality will run concurrently, and in separate streams to allow for constant delivery through project plan. This will include additional analytics functionality and reporting expansion to new data sets.

During any lab testing or other new services, feedback will be mutually prioritized, and expectations set to finalize delivery.

Implementation Schedule

ECaTS has developed an aggressive deployment schedule that will meet all required deployments dates outlined in Appendix A, Statement of Work, Section 8.1 Implementation Timeline. This project timeline and plan leverages ECaTS' extensive knowledge and familiarity with CA PSAPs and the requirements to successfully implement the solution.

ECaTS deployment will utilize a regional PSAP deployment approach. Each phase (Ex: PSAP group, i.e., Phase 1, 1-50 PSAP deployments) would reflect the regions as determined by the CA9-1-1 Branch with sub phases outlining tasks and milestones. This accounts for a regional deployment approach northern, southern etc. with all requirements and deliverables.

Please reference Diagram 1*, Project Deployment Chart, for a detailed deployment timeline.

Deployment timeline includes a phased approach, as follows:

- Phase 1 – Project documentation (SOW, project deployment plan and interface documentation), and system acceptance in the CalOES NG91-1 lab to commence concurrently at the time of contract signature
- Phase 2-6 – PSAP deployments and all associated deployment steps outlined in (Diagram 1) will meet the required timeline provided by the CA9-1-1 Branch.
- E-bonding will occur concurrently with the start of the project once the standard API has been established and received by PNSP

Transition Strategy

ECaTS is the current reporting system within the State of CA. The current project transition strategy is specific to on-site equipment upgrades to Intrado's EIDO Edge Device (EED), as well as an update to network connectivity. With the existing ECaTS monitoring services, ECaTS will ensure PSAPs will not be disconnected from their current CDR data source via the RDDM until they are actively under implementation of the new solution (unless otherwise required by the CA 9-1-1 Branch). Therefore, throughout the migration, PSAPs can continue to generate required reports via the existing ECaTS portal.

Due to the existing deployment of ECaTS, there will be no need for Cal OES to transition any historical data to the new solution. All data has been obtained and archived and is currently, and will remain, available to the State.

Project Management

ECaTS will assign a Project Manager familiar with the existing CA Statewide deployment, and with extensive experience in managing similar system installations. The dedicated ECaTS project manager will prioritize industry recognized processes and requirements throughout the implementation process, including project scheduling, installation management and coordination, training, problem resolution, system acceptance, etc. The Project Manager will be the single point-of-contact (POC) for the CA9-1-1 branch.

ECaTS has resource depth in all project deployment personnel to include Project Management, Field Service Technicians and Trainers which are key players with daily involvement in the overall implementation plan. Should the need arise to substitute or add resources at any given time in the project lifecycle, it is not a problem as we have many Senior Project Managers with similar skills, same is true for Field Service Technician as well as Trainers.

Diagram 1: Project Deployment Chart

Implementation Timeline		
Task Name	Duration	Delivery Date
Project Documentation		
		Contract Execution
SOW Review and Finalization	5d	
CA Branch SOW Review and Approval	10d	
Project Deployment Plan Draft to CALOES	30d	
Interface Documentation to CALOES and PNSP	45d	
Cal OES NG 9-1-1 Lab Deployment		
		120d from Contract Execution
Physical Deployment		
		60d from Execution
Equipment Install at Cal OES NG 9-1-1 Lab	60d	
Service Validation Testing at Cal OES NG 9-1-1 Lab		
		60d from Physical Deployment
Lab i3 Data Collection and Review	45d	
Data Collection System Acceptance	5d	
User Permissions System Acceptance	5d	
User Interface System Acceptance	5d	
PSAP Deployment		
Phase 1 - 50 Sites		
		180d from Execution
Data Gathering and Site Surveys		
Phase 1.1 - 25 Sites		
		60d from Execution
Confirm network connectivity and transport method availability		
Device configuration and shipping		
Confirm rack space and power		
Phase 1.2 - 25 Sites		
		90d from Execution
Confirm network connectivity and transport method availability		
Device configuration and shipping		
Confirm rack space and power		
Deployment of the Intrado EIDO Edge Device		
		180d from Execution
Rack and power		
Establish network connections		
Establish data connections		
Verify services in the EIDO(s)		

Verify remote access		
Post Physical Install		180d from Execution
Network Path Resolution		
PSAP Data Flow		
Call Detail Record (MIS) Reporting		Current Service
Validate/Update PSAP Specific Configurations		
Data Parsing and Rollups		
i3 Reporting		180d from Execution
Obtain list of IP addresses		
Collect agency (PSAP) URI list		
Test and confirm data flow to end point		
Configure i3 network and profiles in portal		
Confirm data parsing		
Text Reporting		Current Service
Confirm existing configuration of text reporting per PSAP		
Configuration and access updates as required		
Staffing Module		Current Service
Confirm desired access levels with CA 9-1-1 Branch		
Adjust access as needed		
Wireless Routing Analysis		Current Service
Review existing system and identify requirements		
Update configurations as/if needed		
Confirm desired access levels with CA 9-1-1 Branch		
Adjust access as needed		
CAD		180d from Execution
Service Validation and Testing per Site		
Training		
Determine PSAP readiness		
Contact the PSAP and establish training date		
Hold training sessions		
Phase 2 - 50 Sites		240d from Execution
Replicate Phase 1 Tasks		
Phase 3 - 100 Sites		300d from Execution
Replicate Phase 1 Tasks		
Phase 4 - 100 Sites		360d from Execution
Replicate Phase 1 Tasks		
Phase 5 - 150 Sites		450d from Execution
Replicate Phase 1 Tasks		
E-Bonding		Pending Standard API from PNSP

*Deployment will occur in phases with multiple tasks being executed concurrently and color coded based on phase of the project with “green” being the first phase and “blue” being the second phase (including multiple phases within the second phase to account for all PSAP deployments).

ATTACHMENT 17: TECHNICAL REQUIREMENTS NARRATIVE RESPONSE – A.0.8

Narrative Requirement A.0.8: Describe how the Training plan will be developed, validated and implemented to support the Data Analytics Services. Description shall include the timeline needed for development, testing and implementation of the training plan needed to support the SOW and Exhibit A.

Intrado Response:

The Training Plan will be developed and validated in conjunction with the customer to ensure the least impact to personnel schedules and existing day-to-day duties. ECaTS understands the importance of minimizing impact to regular emergency operations and will take this into account when developing, validating, and implementing the Training Plan.

ECaTS is a service-based data analytics system that prides itself on the availability of training to all users at no additional cost for the length of the contract. The service will provide live, instructor-led webinars (to be scheduled at the convenience of the user and within ECaTS business hours) that can be set up directly with the experienced ECaTS training team. These virtual sessions can be scheduled with larger groups, such as a County or PSAP, or one-on-one with individual users. This service is intended to support the need for direct interaction with knowledgeable and experienced trainers, and is offered for new hires, refreshers, or to address the specific needs of a user. This allows the ECaTS team to tailor virtual training based on the users' needs, whether those needs are basic or complex. If needed, ECaTS Support also includes access to our Analytics Support division, and these resources can also be leveraged for more in-depth or technical data reviews.

In addition, ECaTS will provide pre-recorded training sessions to be accessed by PSAP personnel 24/7/365. Training materials and a detailed knowledgebase are also made available via the ECaTS portal.

From an implementation perspective, ECaTS recommends initially scheduling individual webinar-based trainings with each PSAP. The trainer will display and review the data that belongs to that PSAP, allowing the PSAPs to train on data that is relevant and impactful to them. This method often lends itself to increased interaction between the trainer and attendees, aiding the learning process and helping to encourage the PSAP to utilize ECaTS support post-onboarding.

Following the individual webinar sessions, ECaTS recommends on-site training for this service on a County level, with special consideration taken for larger and/or unique agencies. Using this two-step method, if PSAPs were unable to attend the initial webinars, they are provided with a hands-on introduction to the system. If the PSAP users were able to attend the initial webinars, this offers a forum for more detailed and informed questions based on their previous exposure to the platform. Of course, if users are unable to attend on-site, live sessions can be scheduled at their convenience, or the recorded sessions and other self-serve features can be leveraged.

With 58 counties in the State, the service will include up to 60 on-site training sessions over 30 unique locations. Offering two sessions per day, per location, allows attendees the opportunity to attend the session that best fits their schedule.

The on-site training timeline will be developed based on County location, to maximize resources and minimize travel time for the ECaTS trainers. Using this method, with two trainers, all on-site training can be completed within the timeframe of three weeks (allowing for days that Counties may not be able to accommodate, etc.). If the State desires a less compact on-site training timeline, this can of course be accommodated and accomplished at no additional cost to the State.

The ECaTS End-User training will include a full overview of all system and service features. Including but not limited to:

- Access and Log-in Overview
- Preconfigured Reports
- Ad-hoc Reporting
- Scheduling Reports
- Raw Data Overview
- Support Materials
- Ongoing Support and Service

ECaTS will provide a copy of all related training and knowledge-based documentation in both soft and hard copy forms, as necessary. In addition, at the discretion of the State, all materials are also accessible through the on-line reporting portal. ECaTS will also provide updated training documentation as new features are released within the system.

Training Manual

The training manual serves as a living document that describes how to use ECaTS from a PSAPs perspective. As ECaTS grows and customizations are developed, this document will encompass all attributes to creating, executing, analyzing, and saving reports. Users will have the ability to download a soft copy of this document directly from the ECaTS portal. Provided below is a breakdown of all areas and functionality covered through the on-site training and webinar trainings as well as in the training manual.

Table 1. ECaTS Training Manual & Curriculum

<ul style="list-style-type: none"> ➤ What is ECaTS? ➤ How does it work? <ul style="list-style-type: none"> • Logging in • Web-based Browser Capabilities • Manage User Credentials • Manage Password ➤ Report Rendering <ul style="list-style-type: none"> • Step 1: Select a report to run • Step 2: Select a PSAP • Step 3: Select a Date Range • Step 4: Generate Report ➤ Report Generation Interface <ul style="list-style-type: none"> • User Interface Controls • Time Block (shift reporting) • Time Group (15,30 and 60 minute intervals) • Period Group (day, week, month, quarter and annual reporting) • Abandoned filters • Call Type filters • Output Formats • Comparison filters • PSAP Size filters • Agency Affiliation filters • Inbound/Outbound filters ➤ Standard Report Features <ul style="list-style-type: none"> • Report Header Information • Demographic Information • Report Filters ➤ Graphical Representation of Data <ul style="list-style-type: none"> • Line Chart • Bar Chart • Pie Chart ➤ Reports <ul style="list-style-type: none"> • Standard Reports Overview <ul style="list-style-type: none"> ▪ Call Summary Report ▪ Calls Per Hour Report ▪ Top Busiest Hours Report ▪ Average Call Duration Report ▪ Calls by Circuit Report ▪ Circuit Utilization Report 	<ul style="list-style-type: none"> ▪ PSAP Answer Time Report ▪ PSAP Call Taker Ring Time Report ▪ Last 12 Months Answer Time Report ▪ Last 12 Months Call Taker Ring Time Report ▪ Class of Service Report ▪ Call Transfer Report ▪ Initial Station Total Calls ▪ Calls per Hour by Day of Week ▪ Top ESN Report ▪ Top ANI Report • Management Reports Overview <ul style="list-style-type: none"> ▪ Trunk Group Utilization Report ▪ Answer Time Exception Report ▪ Call Taker Ring Time Exception Report ▪ Outage Report ▪ 10-Digit Emergency Call Report ▪ Unparsed Call Data Report • Wireless Routing Reports Overview <ul style="list-style-type: none"> ▪ Wireless Call Sector Report • Text-to-911 Reports Overview <ul style="list-style-type: none"> ▪ Messages Per Hour (Received and Sent) ▪ Messages Per Hour by Carrier ▪ Messages by First SMS Responder ▪ First SMS Responder Average Speed of Answer ▪ Messages Per Session Profile
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<ul style="list-style-type: none"> ▪ Operator Average Speed of Response ▪ Operator Single Session Average Response ▪ Average Session Duration ▪ SMS Transcript ▪ Top 20 Busiest Hours ▪ Sessions from Same MDN ▪ Top 10 Text-to-911 by MDN and Session ▪ Day in Review ▪ Step1 - Select the “New Schedule” button ▪ Step 2 - Select a PSAP you would like to run the reports on ▪ Step 3 - Select the Day in Review report ▪ Step 4 – Click update to save your report ▪ NG-911 Reports <ul style="list-style-type: none"> ▪ NG9-1-1 Architecture Overview ▪ NG9-1-1 Architecture Basics ▪ Review functional elements which are logging within customer's NG9-1-1 architecture. ▪ Review ECaTS NG9-1-1 Data Collection Process • NG9-1-1 Reports Menu Section <ul style="list-style-type: none"> ▪ Identify Section ▪ Review List of Available Reports (Based on logging elements) ▪ Review Generated Reports • Additional Features / Modules <ul style="list-style-type: none"> ▪ NG9-1-1 Call Viewer ▪ Introduction to Module ▪ Review calls • NG9-1-1 Administration <ul style="list-style-type: none"> ▪ Review Customer Support Options ▪ Provide access to NG9-1-1 Manual ▪ Discuss desired NG9-1-1 user access permissions 	<ul style="list-style-type: none"> ▪ Step 2: Select a description for your report ▪ Step 3: Select a date range ▪ Step 4: Select a PSAP ▪ Step 5: Choose your Data Source and Available Fields ▪ Step 6: Select output options ▪ Step 7: Select report criteria ▪ Step 8: Generate report ▪ Step 9: Save report ▪ Step 10: Share report • Identify Section • Review List of Available Reports (Based on logging elements) • Review Generated Reports • Additional Features / Modules <ul style="list-style-type: none"> • NG9-1-1 Call Viewer • Introduction to Module • Review calls • NG9-1-1 Administration <ul style="list-style-type: none"> • Review Customer Support Options • Provide access to NG9-1-1 Manual • Discuss desired NG9-1-1 user access permissions • Ad-Hoc Reports <ul style="list-style-type: none"> • Ad-Hoc Home Page • Standard Ad-Hoc Report Viewer • How to run a Standard Ad-Hoc Report <ul style="list-style-type: none"> ▪ Step 1: Select a name for your report ▪ Step 2: Select a description for your report ▪ Step 3: Select a date range ▪ Step 4: Select a PSAP
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<ul style="list-style-type: none"> ➤ Ad-Hoc Reports <ul style="list-style-type: none"> • Ad-Hoc Home Page • Standard Ad-Hoc Report Viewer • How to run a Standard Ad-Hoc Report <ul style="list-style-type: none"> ▪ Step 1: Select a name for your report ▪ Step 2: Select a description for your report ▪ Step 3: Select a date range ▪ Step 4: Select a PSAP ▪ Step 5: Choose your report filters ▪ Step 6: Select output options ▪ Step 7: Save report ▪ Step 8: Generate report ▪ Step 9: Share report • Delete a saved Ad-Hoc report • Cancel changes to an Ad-Hoc report • Standard Ad-Hoc functional specification – input level • Advanced Report Viewer • How to run an Advanced Ad-Hoc Report <ul style="list-style-type: none"> ▪ Step 1: Select a name for your report • Standard Ad-Hoc functional specification – input level • Advanced Report Viewer • How to run an Advanced Ad-Hoc Report <ul style="list-style-type: none"> ▪ Step 1: Select a name for your report ▪ Step 2: Select a description for your report ▪ Step 3: Select a date range ▪ Step 4: Select a PSAP 	<ul style="list-style-type: none"> ▪ Step 5: Choose your report filters ▪ Step 6: Select output options ▪ Step 7: Save report ▪ Step 8: Generate report ▪ Step 9: Share report • Delete a saved Ad-Hoc report • Cancel changes to an Ad-Hoc report <ul style="list-style-type: none"> ▪ Step 5: Choose your Data Source and Available Fields ▪ Step 6: Select output options ▪ Step 7: Select report criteria ▪ Step 8: Generate report ▪ Step 9: Save report ▪ Step 10: Share report • Raw Data Viewer • Downloaded or view in browser • How to read raw data • Locate call from Ad-hoc in raw data • Help Desk/Email Support • System Health • How to read map and status • Trouble Ticket Management System • Scheduled Reports • Day in Review email • Management reports ➤ Staffing Forecast Module ➤ CAD Reports
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ATTACHMENT 17: TECHNICAL REQUIREMENTS NARRATIVE RESPONSE – A.0.9

Narrative Requirement A.0.9: Describe how the analytics solution will gather the data needed if a particular CPE CDR format and other data sources doesn't provide all necessary data or if the CPE CDR data and other data sources are not in the format expected. The description shall include any assumptions, costs, or interfaces needed to support gathering CDR data.

Intrado Response: ECaTS, Intrado's proposed solution, will gather the required data by leveraging ECaTS extensive experience in working with the Public Safety CPE providers since 1995 to gather and consume proprietary vendor CDR formats for agnostic universal reporting.

Intrado will use site survey information to identify any vendors of risk and prioritize the work based on customer benefit and impact to ensure the least impact to the customer and end user. If a new CPE, CAD or supplemental data vendor is introduced outside the previously addressed scenarios, Intrado is committed to providing the business and engineering resources and guidance to shorten the scope of work via interoperability meetings, data dictionary sharing and mutual testing.

If the vendor chooses not to write to the ECaTS CDR API, Intrado will insert an appropriate RDDM or EIDO Edge Device (EDD) at the PSAP to begin gathering raw CDR and CAD records. Intrado will review a large sample of CDR to identify the minimum required items, the appropriate syntax and scenarios to parse out for basic reporting. If in review of the CDR samples, Intrado identifies data issues that will limit reporting, the vendor and state will be notified.

As part of Intrado's response to Cal OES's RFP for Data Sharing, we are allocating \$2M in funding to incentivize unwilling vendors toward interoperability with the EIDO Conveyance service, leveraging Intrado's full value to the CA9-1-1 Branch.

Upon award, new interfaces, formats or other data aggregation and normalization will be scoped, prioritized, and incorporated into the project plan. New vendors, data formats and interfaces will be included with the Software as a Service model for the ECaTS agnostic platform.

ECaTS provides CPE CDR support for all PSAPs in California, all TCC vendors and the i3-powered text-to-911 vendor, and has i3 logging support for previous and current standards including:

- NENA Detailed Functional and Interface Standards for I3 (08-003)
- NENA Detailed Functional and Interface Standards for NENA i3 Solution (STA-010.2)
- NENA i3 Standard for Next Generation 9-1-1 (STA-010.3)

For legacy and onsite vendor solutions:

- The RDDM is a purpose-built hardware that resides at the PSAP or datacenter. It uses a serial or IP connection to receive CDR, CAD or i3 logs. The RDDM software buffers data and securely (encrypted via SSL) transfers payloads to the ECaTS datacenter. Data is not deleted until confirmation receipt.
- The Intrado EIDO Edge Device (EED) is flexible hardware that can support RDDM software. It will function as an RDDM is described. It has the benefit of directing data payloads to Intrado's proposed Data Sharing platform.
- In all cases, it is assumed the services will leverage the next-gen network for connectivity.

For cloud-based vendor solutions:

- APIs provide a low cost, low impact deployment solution that allows two services to interface in automated or manual cycles. ECaTS has API interfaces that vendors can use to share data over secure connections as if an RDDM or EED was buffering, securely sending, confirming receipt of data.

- The APIs include:
 - ECaTS CDR API -
 - Built on EDI, it is a public proprietary open API (REST Endpoint) which can be used by any vendor to securely transmit data from their system to the ECaTS subsystem.
 - Secured via certificate and API key.
 - Customizable data format of the payload per vendor as required. As such, vendors can keep their formatting (ex: .XML formatted CDR from a CPE vendor).
 - Delimiters and sequence numbers provide a means for both services to automatically communicate if an issue is perceived.
 - Buffering, authentication and HTTP codes are provided within the document.
 - ECaTS i3 Logging Service API -
 - The security methods and data formats follow NENA standards.
 - Current implementations support i3v1, i3v2 and i3v3 standards with various vendors.
 - ECaTS EIDO API -
 - Intrado will develop a secure/scalable endpoint for the Data Sharing’s EIDO client service which will consume incident update events from the Data Sharing service’s EIDO conveyance element(s).
 - All CAD related data will be collected from this interface.

Included below is an overview of all current and active ECaTS parsers and integrated solutions proposed in the ECaTS solution for enhanced reporting functionality:

CPE Parsers			
9-1-1 Inc. QuickLink	Plant Vesta MI	Zetron Series 320	Zetron Max CT
Cassidian Patriot	Plant Vesta Pallas	Zetron Series 3200	ATOS
Motorola Vesta	Plant Vesta Std. 2.2	Emergency Call Works IP	Fort Irwin
MicroData	Positron Power 911	Emergency Call Works serial	Solacom
Moducom Ultracom	Position Power 911 - MI	Central Square	Plant Vesta EX
Motorola CentraLink	Intrado Viper	Zetron Integrator 9-11-	Positron Simon
Xtend Comm System	Positron Power Lite	Plant Vesta (JWS Only)	WestTel
Plant RescueStar	Positron Simon	Plant Vesta ComCentrex	Plant MaarsView
Plant Sentinel 911			
Text-to-911 Parsers			
Intrado TCC	Comtech TCC	ATOS	Agent511
CAD Parsers			
Hexagon	Tyler		
** All CAD data will be captured via standard API into Intrado’s CAD agnostic Spatial Command and Control (SCC) and stored in EIDO format prior to being ingested into ECaTS for both CAD reporting and GIS integration.			
Supplemental Data Parsers			
RapidSOS	ADT Alerts	EDB	
** Like SCC, Intrado’s Emergency Data Broker will be ingested into ECaTS to provide substantial supplemental data and supplemental location data, from the following providers: Google, Apple, SafetyShield, Toyota etc.			
ESInet i3 Parsers			
AT&T/Intrado A911 Network	Motorola/INdigital	Comtech	
** ECaTS i3 Loggers are agnostic of system, technology, and provider. The networks listed above are current i3 deployments.			

ATTACHMENT 17: TECHNICAL REQUIREMENTS NARRATIVE RESPONSE – A.0.10

Narrative Requirement A.0.10: Describe how all updates, fixes, upgrades, patches, etc. shall be executed in the cloud or data centers and pushed out to each PSAP in a manner consistent with evergreen support. Description shall include how your solution will roll back to previous versions if updates or changes cause unintended failures or performance problems at any PSAP. Description shall also include the process used to share, validate and deploy patches while conforming to CA 9-1-1 Change Board process.

Intrado Response: The ECaTS platform is a Software-as-a-Service (SaaS) native cloud-hosted application that was built from the ground up with full redundancy in an active-active environment that is updated monthly to improve overall system performance and functionality. This evergreen approach allows for us to deploy incremental adjustments to the cloud-native platform using Agile methodology ensuring that all code paths and branches are solidified, verified and peer-reviewed. By using this process, we can provide updates, fixes, upgrades, and patches to our environment in a safe and effective manner that will provide limited risk and zero down-time while introducing no degradation of service to the end user. All end users of the product are web-based and do not require client updates, all updates are done at the applications level in the cloud.

Intrado utilizes industry standard processes, including adherence to Information Technology Infrastructure Library (ITIL) framework, as well as best-in-class tools for Change Management for managing changes to the service. We manage all aspects of change management through the change process including availability, capacity, configuration, problem, release, service-level, and IT Service continuity management. Intrado's Change Management process encompasses scheduled changes, such as software updates.

Each software update is thoroughly peer-reviewed, passed through rigorous QA and systems testing prior to promotion into the production environment.

CA 9-1-1 Change Board has and will continue to have control over access to new features and enhancements. New service rollouts will be reviewed and executed only based on the state's approval. Additionally, Intrado confirms all processes provided will conform to the CA 9-1-1 Branch process, where applicable.

Software Upgrades and Documentation

- Intrado utilizes its System and Software Patch Management Process consistent with vendor recommendations, which supports an automated schedule of installations for all Critical and Security related Software Updates following best practices.
- All updates are reviewed and deployed to the development environment for review and testing
- After successful testing, validation, and acceptance of updates in the development environment, updates are deployed to a single side of the fully the production system and analyzed for any degradation or inconsistencies
- Once the update has been validated and ensured that no unintended failures or performance problems have been detected at any PSAP, the update is deployed to the second side of the production system
- During any point in the deployment process that a roll back is required, it would be completed in reverse order of the deployment process as previously described ensuring that all systems are restored back to the previously deployed stable code base and thoroughly monitored.

ATTACHMENT 17: TECHNICAL REQUIREMENTS NARRATIVE RESPONSE – A.0.11

Narrative Requirement A.0.11: Describe how the analytics solution will store and process data that is uploaded into the system. Describe how the data will be sent from the PSAP, NGCS providers, and other data sources to the cloud for processing and then made available to the PSAP. Description shall include a calculation of the bandwidth needed to support the transit of data.

Intrado Response: The ECaTS analytics solution is connected to the CPE CDR port via an RS232 or IP which stores the data locally on an onsite RDDM (data collector). This port supplies our RDDM with all the CDR (Call Detail Records) which creates a “buffer box.” Once the RDDM receives a CDR, it is then encrypted, compressed, and sent to the cloud via Secure FTP.

The call data records received and stored temporarily (spooled) to the local SSD drive.

The RDDM transfer service provides two functions:

- Gathers all the files from the capture services and creates temporary storage, creates a compressed zip file (91% compression), and then outputs this file to the outgoing transfer directory.
- Initiates an SFTP Secure FTP (tcp/22) network connection to the cloud and transfers all files located from the outgoing directory. The data packet is encrypted with AES/256. Another option is to use SSL using the same encryption level.

For cloud-based vendor solutions:

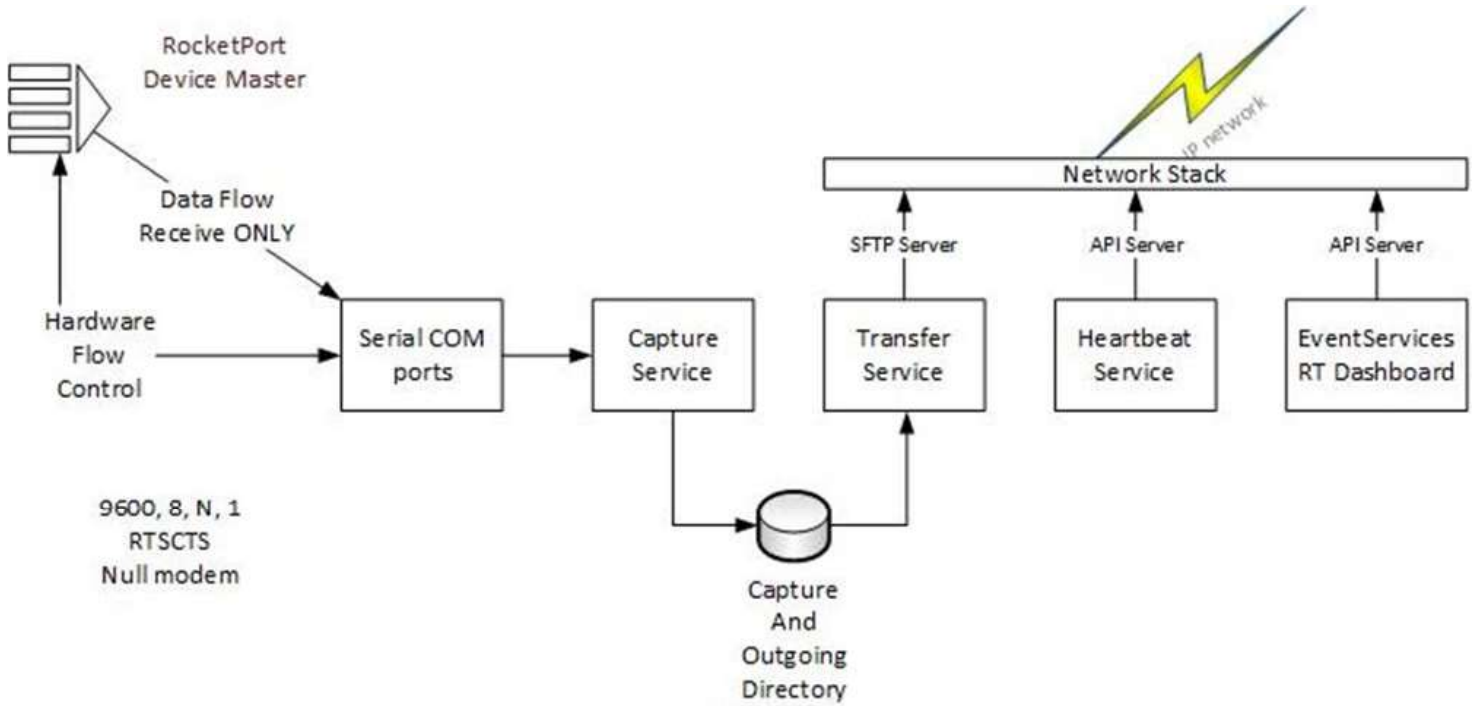
- APIs provide a low cost, low impact deployment solution that allows two services to interface in automated or manual cycles. ECaTS has API interfaces that vendors can use to share data over secure connections as if an RDDM or EED was buffering, securely sending, confirming receipt of data. These API's we be used in the data collection for CAD and other data sources

Security is provided using a combination of Intrusion Detection -Systems (IDS) and firewalls at the edge and segment layers of the network and is further hardened using a multi-tiered access infrastructure with various levels of network security in place to prevent unauthorized server traversing.

Access to the reporting solution is done through a web-based portal with role-based permission access granted by administrators. Users will login with an email address and password that meets, at minimum, default requirements or state-provided requirements.

Bandwidth consumes a minimum of 3Mbytes of bandwidth per day for the running and viewing of reports due to the high volume of graphs associated with each report run by the end users. Because the data collection will occur within the datacenter and locally consumed between the ESINet feeds and the CPE Call Data feeds, total internal switch bandwidth will be equal to the amount of transmitted data to flow out of the ESInet, CPE and CAD systems and will need to be matched to the ECaTS bandwidth needs.

Diagram 1: RDDM Workflow



ATTACHMENT 17: TECHNICAL REQUIREMENTS NARRATIVE RESPONSE

Narrative Requirement A.0.12: Describe how the solution complies with NENA i3 cyber security standards and industry best practices for cyber security and shall be subject to third party cyber security validation at the discretion and direction of Cal OES.

Intrado Response: Intrado’s cloud-native solutions adhere to industry best practices for cyber security including NENA i3 cyber security standards, Criminal Justice Information Services (CJIS) Security Policy, NIST Security and Privacy Controls for Information Systems and Organizations. Our solutions are architected and tested to avoid the critical security risks identified in the OWASP Top 10 for web applications.

The Intrado Information Security (InfoSec) program has been developed in alignment with the ISO 27001 and 27002 International Standards due to the global footprint of our customer base. Our Governance Risk and Compliance (GRC) team uses a tool called Onspring by Onspring Technologies to manage all GRC-related work activities. This process includes the implementation and maintenance of a Unified Secure Controls Framework that maps control requirements across many established frameworks, including NIST SP 800-53, NIST Cyber Security Framework, NG-SEC, and, in addition, to the applicable areas of the FBI CJIS Security Policy.

Intrado references numerous sources of information to stay informed about the evolving security landscape and best practices including FCC, CSRIC, CISA / US-CERT, NIST, Department of Homeland Security, SANS, etc. Intrado is actively engaged and participates in NENA committees established to implement standards and best practices in the emergency communications industry. Intrado is also engaged with and plays active roles in APCO, ATIS, PCIA, and TIA. Using input from the groups and organizations noted above, we are constantly assessing our security posture. Our Steering Committee, consisting of the CTO and InfoSec Leadership, considers this input in deciding when to adopt evolving practices, certifications, etc.

As such, Intrado’s security stance is based on 5 principles that manage and reduce our cybersecurity risk. These principles are found throughout the reference documents above and are foundational to our security readiness. The first principle is Identify. We do a thorough inventory and identification of all assets used in our solution. It is not enough to know what the assets are but also, to understand how the different pieces are connected and what roles or responsibilities employees have regarding the systems and the data. There are four key categories within the Identify function: Asset Management, Governance, Risk Assessment and Risk Management Strategy.

Since Intrado’s solutions are constantly advancing the process of identifying is an ongoing function.

The second principle, Protection, can only occur once we have a full and accurate picture of the risks as identified above. The goal of this function supports the ability to limit and contain any impact resulting from a cybersecurity event. There are the five categories of safeguards we use to mitigate the impact of cyberthreats: Access Control, Data Security, Information Protection Processes and Procedures, Maintenance, Protective Technology. Intrado employs a defense-in-depth security strategy where multiple levels of security are in place to provide security, protect sensitive information, and withstand sophisticated attacks including DDoS. Furthermore, systems are protected with build standards, patch management, and regular vulnerability scans.

Detect is the third principle and what matters here is speed when it comes to threat mitigation. Detection is paramount in identifying the occurrence of a cybersecurity event. Intrado uses the following categories to support the quick detection of cybersecurity events so that the proper response can be put into action: Anomalies and Events, Continuous Security Monitoring and Detection Processes.

Intrado employs a regularly scheduled patching process to protect against the effects of malware. Computing devices are subjected to thorough security scans so that there are no malware elements present. Access to

processing elements is restricted to authorized personnel. Physical and network access to production components is restricted to those that have operational responsibility, and all activity is audited and monitored.

The fourth is to respond. This function supports the ability to contain the negative impact of any type of cybersecurity event. Response covers all activities that you may use to take action once a cybersecurity incident is detected. The five categories encompassed in this function are Response Planning, Communications, Analysis, Mitigation, and Improvements.

Intrado employs an Incident Handling process modeled on FEMA's Incident Command System, with notifications built into this process.

The fifth principle is recovery. Here the top priority is getting back to business as usual. To streamline and speed up recovery, Intrado develops plans before we need them. This entails recovering data that may have been lost, restoring capacities that were impaired, and ensuring everything is functioning as intended.

Following are the two important categories within the recovery function: Recovery Planning and Improvements. For recovery planning, we organize processes and procedures according to the priority of getting systems back online. Finally, we look for improvements. After the systems are running again, we review the event and take note of important lessons learned in the process and update recovery plans based on what we have learned.

As part of Intrado's security position, we agree to work with Cal OES on any third-party validation.