




1.	This Agreement is entered into between the Contracting Agency and the Contractor named below:	
	CONTRACTING AGENCY NAME California Governor's Office of Emergency Services (Cal OES)	
	CONTRACTOR NAME Rave Wireless Inc. dba Rave Mobile Safety	
2.	The term of this Agreement is:	August 15, 2022, or upon approval by CDT-STP, whichever is later, through August 14, 2025, with two (2) two (2) year optional extensions.
3.	The maximum amount of this Agreement is:	\$ 31,309,200.00 (Thirty-One Million Three Hundred Nine Thousand Two Hundred Dollars and 00/100)
4.	The parties agree to comply with the terms and conditions of the following exhibits and attachment which are by this reference made a part of the Data Sharing Integration Services (DIS) Agreement for the California Governor's Office of Emergency Services' (Cal OES) NG 9-1-1 Data Sharing System Project:	
	EXHIBIT TITLE	PAGES
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	* EVAQ0001825 in its entirety * RFP #A211007471-2022 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 (If other than an individual, state whether a corporation, partnership, etc.) Rave Wireless, Inc. dba Rave Mobile Safety		
CONTRACTOR AUTHORIZED SIGNATURE 	DATE SIGNED Aug 15, 2022	
PRINTED NAME AND TITLE OF PERSON SIGNING William Price, CFO		
ADDRESS 492 Old Connecticut Path, 2 nd Floor, Framingham, MA 01701		
STATE OF CALIFORNIA		
CONTRACTING AGENCY NAME California Governor's Office of Emergency Services		
CONTRACTING AGENCY AUTHORIZED SIGNATURE  <small>Heather Carlson (Aug 15, 2022 09:00 PDT)</small>	DATE SIGNED Aug 15, 2022	<input type="checkbox"/> EXEMPT PER:
PRINTED NAME AND TITLE OF PERSON SIGNING Heather Carlson, Assistant Director – Administrative Services		
CONTRACTING AGENCY ADDRESS 3650 Schriever Avenue, Mather, CA 95655		

ATTACHMENT 1: APPENDIX A – STATEMENT OF WORK

1. Overview

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

2. Background and Purpose

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

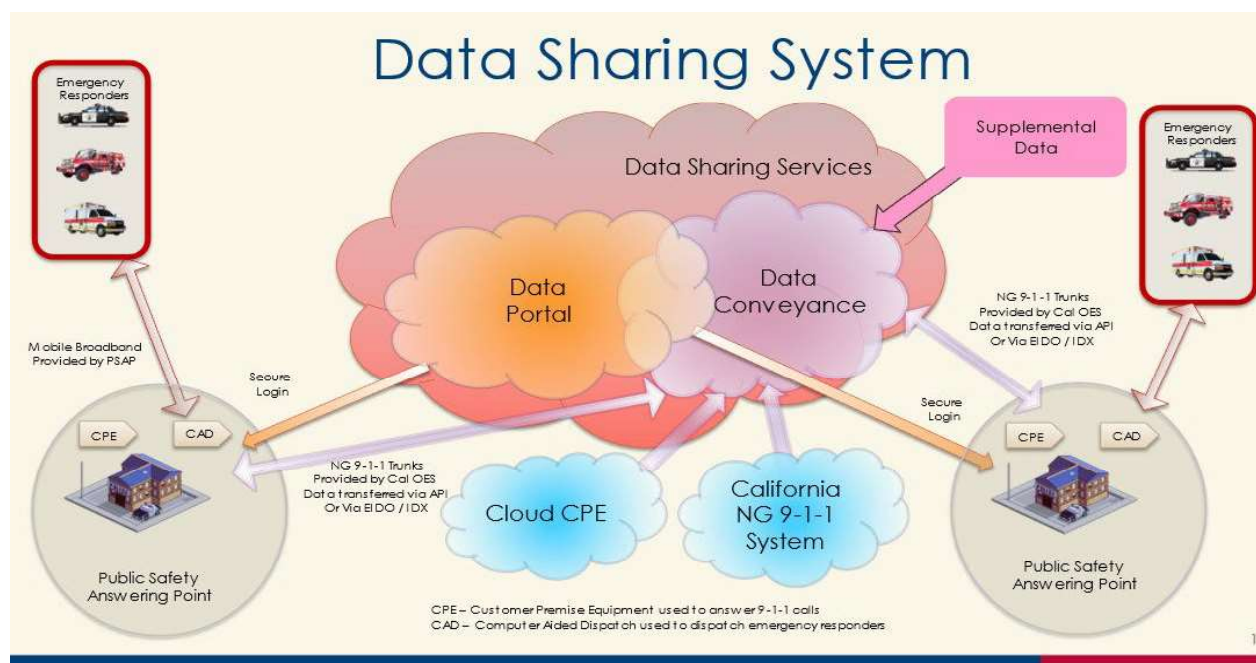
Cal OES will complete the transition to NG 9-1-1 in late 2022 and expects legacy 9-1-1 traffic to be possible through early 2023 when the selective router services will no longer be needed. The services outlined in this SOW include two elements (Data Portal and Data Conveyance), which will provide the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

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

in the system. The Data Portal service also includes the elements needed to receive the data from the Data Conveyance portion of the service and make this data available in the Data Portal.

The Data Conveyance service will gather data from any available data source as authorized by Cal OES. Eventually the movement of 9-1-1 information will be managed by the Incident Data Exchange (IDX) functional element and together EIDO and IDX will be part of the transport of a call/incident from one PSAP to another and/or could be a request for services by CAD or other means. In the interim, the sharing of data will be based on the development of an Application Programming Interface (API), which is a connection between the PSAP's CAD or any other data source and the Data Portal portion of this SOW. The services in this SOW require the Contractor to develop the APIs needed to interface with the CAD vendors in California. The CAD vendors will need to present the data to the API and read the data from the API.

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



3. Term of the Contract

Effective upon approval of the California Department of Technology (CDT), Statewide Technology Procurement (STP), the term of the Contract is three (3) years, with an estimated start date of August 08, 2022.

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

4. Amendment

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

5. Contract Contacts

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

For service related inquires:

State: California Governor's Office of Emergency Services

Name: Andrew Mattson, Telecommunications Systems
Manager II

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

Phone: 916-894-5018 (O)

E-mail: Andrew.Mattson@CalOES.ca.gov

Contractor:

Name: Rave Technical Support

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

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

Email: techsupport@ravemobilesafety.com

and

Name: Nick Russo, AVP Technical Services

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

Phone: 508.532.8978 (O)

E-mail: nrusso@ravemobilesafety.com;

For Agreement administrative inquires:

State: California Governor's Office of Emergency Services

Name: Paul Troxel, Telecommunications Systems Manager II

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

Phone: 916-894-5017 (O)

E-mail: Paul.Troxel@CalOES.ca.gov

Contractor:

Name: Rave Contracts

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

Phone: 508.532.8909 (O)

Email: contracts@ravemobilesafety.com

and

Name: William Price, CFO

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

Phone: 508.532.8909 (O)

E-mail: bprice@ravemobilesafety.com

6. Data Sharing Services

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

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

7. Data Sharing System Features

7.1 Data Sharing: Data Portal

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

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

7.2 Data Sharing: Data Conveyance

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

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

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

8. Implementation

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

8.1 Implementation Timeline

The following timeline shall be used by the Contractor:

Event	Calendar days from contract execution
Project Deployment Plan Draft sent to Cal OES	45 days
Data Gathering and Site Surveys for 25 PSAPs completed	60 days
Equipment Installed at Cal OES NG 9-1-1 Lab	90 days
Service validation testing begins	120 days
Data Gathering and Site Surveys for 50 PSAPs completed	120 days
Service validation testing complete	150 days
Data Gathering and Site Surveys for 100 PSAPs completed	150 days
Service deployed to 50 PSAPs	180 days
Data Gathering and Site Surveys for 200 PSAPs completed	240 days
Service deployed to 100 PSAPs	240 days
Data Gathering and Site Surveys for 300 PSAPs completed	300 days
Service deployed to 200 PSAPs	300 days
Data Gathering and Site Surveys for 400 PSAPs completed	360 days
Service deployed to 300 PSAPs	360 days
Data Gathering and Site Surveys for 4500 PSAPs completed	420 days
Service deployed to 400 PSAPs	420 days
Service deployed to 450 PSAPs	480 days

8.2 Transition Strategy

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

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

9. Acceptance Testing

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

9.1 System Acceptance

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

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

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

9.2 Ongoing Implementation Schedule

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

9.3 Ongoing Acceptance Testing

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

10. Contractor Facility Locations

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

11. Roles and Responsibilities

11.1 CA 9-1-1 Branch Roles and Responsibilities

- a. The CA 9-1-1 Branch will designate a Project Manager (PM) to whom all Contractor communication may be addressed, and who has the authority to act on all aspects of the services. The CA 9-1-1 Branch designee will be the point of contact (POC) for all documents related to this Contract to ensure understanding of the responsibilities of both parties;
- b. The CA 9-1-1 PM will review all associated documents needed to support this SOW. CA 9-1-1 PM shall provide at least a minimum of ten (10) state business days for the timely review and approval of information and documentation provided by the Contractor.
- c. The CA 9-1-1 Branch, in partnership with the PSAP, will determine adequacy of all work performed and all products installed by the Contractor. Should the work performed, or the products installed by the Contractor fail to meet expectations, requirements, or specifications, the following resolution process will be employed:

1. The Contractor shall, within five (5) State business days after initial problem notification, respond to the CA 9-1-1 Branch by submitting a corrective action plan to address the specific inadequacies or failures in the identified services and products. Failure by the Contractor to respond to the CA 9-1-1 Branch's initial problem notification within the required time limits may result in immediate termination of the Contract.
 2. In the event of such termination, the CA 9-1-1 Branch shall pay all amounts due the Contractor for all work accepted prior to termination.
 3. The CA 9-1-1 Branch will, within five (5) State business days after receipt of the Contractor's detailed explanation or proposed corrective action plan, notify the Contractor in writing whether it accepts or rejects the explanation and/or plan. If the CA 9-1-1 Branch rejects the explanation or plan, the Contractor will submit a revised corrective action plan within three (3) State business days of notification of rejection. Failure by the Contractor to respond to the CA 9-1-1 Branch's notification of rejection by submitting a revised corrective action plan within the required time limits may result in immediate termination of the Contract. In the event of such termination, the CA 9-1-1 Branch shall pay all amounts due the Contractor for all work accepted prior to termination.
 4. The CA 9-1-1 Branch will, within three (3) State business days of receipt of the revised corrective action plan, notify the Contractor in writing whether it accepts or rejects the revised corrective action plan proposed by the Contractor. Rejection of the revised corrective action plan will result in immediate termination of the Contract. In the event of such termination, the CA 9-1-1 Branch shall pay all amounts due the Contractor for all work accepted prior to termination.
- d. Upon first installation in each region the CA 9-1-1 Branch will order network connectivity from the Prime Network Service Provider and Region Network Service Provider into two (2) logically and physically diverse Contractor points of interface within five (5) working days of:

1. Successful testing in the Cal OES NG 9-1-1 Lab;
2. The identification and CA 9-1-1 Branch approved Contractor points of interface;
and
3. Completion of the Commitment to Fund (TD-288) form approval processed
by Cal OES.

11.2 PSAP Responsibilities

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

11.3 Contractor's Roles and Responsibilities

- a. Contractor shall deliver all services and equipment necessary for system deployment.
- b. Contractor shall perform and provide a PSAP site survey for each installation.
- c. Contractor shall provide necessary wiring for connection to NG 9-1-1 Trunks as well as interface connectivity to all necessary peripheral equipment.
- d. Contractor shall perform System Readiness Testing prior to cutover, to ensure that the system is installed and operates as defined in SOW.

- e. Upon Contract execution the Contractor shall meet via in person meeting or teleconference, with the CA 9-1-1 Branch team at a minimum monthly, or at the discretion of the CA 9-1-1 Branch, to ensure project tasks and timelines are met, with all Contractor Key Staff identified in the SOW. The CA 9-1-1 Branch may require an in-person meeting based on project status.
- f. The Contractor shall adhere to and support all interface standards as designed by the PNSP and approved by the CA 9-1-1 Branch.
- g. The Contractor shall designate a primary contact person to whom all project communications may be addressed and who has the authority to act on all aspects of the services.
- h. The Contractor shall notify the CA 9-1-1 Branch in writing, of all changes in key personnel assigned to the tasks. If a Contractor's employee is unable to perform due to illness, resignation, or other factors beyond the Contractor's control, the Contractor will provide suitable substitute personnel. The CA 9-1-1 Branch reserves the right to approve all substitute personnel.
- i. The Contractor shall perform their duties on PSAP premises during the available hours at the direction of the PSAP.
- j. The Contractor shall be responsible for all sub-contractor activities and shall share all sub-contractor agreements with Cal OES, prior to signing any agreement.
- k. Contractor staff will be subject PSAP background check and security requirements.
- l. Contractor shall deliver and provide all documents in electronic format.
- m. Contractor shall report all SLAs in accordance with the SOW.

12. Key Staff

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

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

- a. Project Coordinator: A minimum of three (3) years' experience with knowledge and experience in managing projects/ system installations of similar complexity;
- b. Data Portal Coordinator: A minimum of two (2) years' experience with Knowledge and experience in graphical user interface systems used to present critical data;
- c. Data Conveyance Coordinator: A minimum of two (2) years' experience with knowledge and experience in the conveyance of data using API's and other data sharing standards;
- d. Cloud Services and Network Coordinator: A minimum of two (2) years' experience with knowledge and experience in cloud services design and network configuration.
- e. PSAP Deployment Coordinator: A minimum of three (3) years' experience with knowledge and experience in managing projects/ system installations of similar complexity experience at PSAPs.

13. Project Management

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

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

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

14. Subcontractors

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

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

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

15. Alterations and Attachments

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

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

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

16. Problem Escalation

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

First level: Paul Troxel

Paul.Troxel@caloes.ca.gov

(916) 894-5017

Second level: Budge Currier

Email: Budge.Currier@caloes.ca.gov

Phone: (916) 894-5004

Third level: Marvin Green

Email: Marvin.Green@caloes.ca.gov

Phone: (916) 894-8158

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

17. Service Level Agreement (SLA)

17.1 Service Issues and Outage Notification

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

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

17.2 Outage Notification

- a. In the event of any critical or major service issue(s) or outage(s) as specified in the appropriate Service Level Agreement (SLA), the Contractor shall notify the CA 9-1-1 Branch via a phone call as well as email within fifteen (15) minutes of initial report of outage, providing the initial notification and containing the following (as available):
 1. PSAP(s) affected;
 2. Problem description;
 3. Time of failure;
 4. Affected systems or services;
 5. Impact to Data Sharing Service;
 6. Trouble ticket number;
 7. Ticket type (open, monitoring, dispatched).
- b. Contractor shall provide follow-up notification as new information becomes available or every four (4) hours, whichever occurs first. All updates shall include current status and any additional data pertinent to the outage and its resolution including, but not limited to the following data:
 1. Extent of outage;
 2. Affected systems or services (if different than initial);
 3. Any data lost;
 4. Sequence of events toward resolution (action taken to resolve the issue);
 5. Estimated time of technician arrival (ETA);
 6. Estimated time of outage resolution (ETR).

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

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

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

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

17.3 SLA Contractor's Monthly Activity Report

By the 10th day of each month, the Contractor shall provide the CA 9-1-1 Branch with a detailed report of system availability under this Contract using Monthly Technical SLA Compliance Report listed below, Contractor's Monthly Activity Report. The CA 9-1-1 Branch reserves the right to require the Contractor to make minor modifications to the format and content of these reports during the Contract term, at no cost. At the conclusion of each month's meeting, the CA 9-1-1 Branch will advise Contractor on any SLAs that have not been met. Contractor agrees this will be final notification and will move forward with any appropriate credit or adjustment for the next billing cycle.

Contractor agrees this meeting shall serve as notification in compliance with the SLA terms. The remedy for each missed SLA shall be solely determined by the State. A single outage can trigger multiple SLAs.

17.3.1 Contractor's Monthly Activity Report

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

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

17.4 SLA Reporting Requirements

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

17.4.1 Delivery of Project Deployment Plan (PDP)

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

17.4.2 Interface Documentation

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

17.4.3 NG 9-1-1 Lab Installation

DEFINITION	MEASUREMENT METHOD	OBJECTIVE	RIGHTS AND REMEDIES
The Contractor shall install all required equipment and configure required interfaces to PNSP/RNSP, legacy CPE, Cloud CPE, and CAD in the Cal OES lab as identified in this SOW within ninety (90) days of contract execution.	Calendar days.	Installation of all equipment and configuration of interfaces within ninety (90) days of contract execution.	Failure to meet the OBJECTIVE shall result in a \$5,000.00 credit/or adjustment for each calendar day that the report is not delivered after the OBJECTIVE.

17.4.4 NG 9-1-1 Lab Validation and Testing

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

17.4.5 NG 9-1-1 Data Sharing Deployment Schedule

DEFINITION	MEASUREMENT METHOD	OBJECTIVE	RIGHTS AND REMEDIES
The Contractor shall deploy the NG 9-1-1 Data Sharing System to all PSAPs, and the State within four hundred and eighty (480) days of contract execution.	Calendar days.	<p>The Contractor shall deploy the first fifty (50) PSAPs within one hundred eighty (180) days of contract execution.</p> <p>The Contractor shall deploy at one hundred (100) PSAPs within two hundred and forty (240) days of contract execution.</p> <p>The Contractor shall deploy at two hundred (200) PSAPs within three hundred (300) days of contract execution.</p> <p>The Contractor shall deploy at (300) PSAPs within three hundred and sixty (360) days of contract execution.</p> <p>The Contractor shall deploy at four hundred (400) PSAPs within four hundred and twenty (420) days of contract execution.</p>	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.

		The Contractor shall deploy at the remaining PSAPs within four hundred and eighty (480) days of contract execution.	
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17.4.6 Critical Failure

DEFINITION	MEASUREMENT METHOD	OBJECTIVE	RIGHTS AND REMEDIES
The NG 9-1-1 Data Sharing System shall be available 24/7/365. Failure is defined as any NG 9-1-1 Data Sharing System failure that prevents the sharing of data available in the system with Cal OES and the PSAP.	Critical Failure is calculated by dividing the total number of minutes (consecutive or non-consecutive) that the NG 9-1-1 Data Sharing System is available by the total number of minutes in the month	<p>Tier 1: Any system failure greater than five (5) minutes and less than forty-four (44) minutes Critical.</p> <p>Tier 2: Any outage forty-four (44) to two hundred and forty (240) minutes in length</p> <p>Tier 3: Any outage two hundred and forty-one (241) to four hundred and eighty (480) minutes in length</p> <p>Tier 4: Any outage greater than four hundred and eighty-one (481) minutes</p>	<p>Each Tier 1 occurrence of a failure to meet this SLA OBJECTIVE shall result in a twenty percent (20%) credit of the NG 9-1-1 Data Sharing Service Cost Monthly Recurring Cost (MRC) for the affected PSAP(s).</p> <p>Each Tier 2 occurrence of a failure to meet this SLA OBJECTIVE shall result in a fifty percent (50%) credit of the NG 9-1-1 Data Sharing Service Cost MRC for the affected PSAP(s).</p> <p>Each Tier 3 occurrence of a failure to meet this SLA OBJECTIVE shall result in a 75% credit of the NG 9-1-1 Data Sharing Service Cost MRC for the affected PSAP(s).</p> <p>Each Tier 4 occurrence of a failure to meet this SLA OBJECTIVE shall result in a one hundred percent (100%) credit of the NG 9-1-1 Data Sharing Service Cost MRC for the affected PSAP(s).</p>

17.4.7 Outage Notification

DEFINITION	MEASUREMENT METHOD	OBJECTIVE	RIGHTS AND REMEDIES
Outage is defined as critical failure of the NG 9-1-1 Data Sharing 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.	\$1,000 credit for failure to notify Cal OES within fifteen (15) minutes of outage. 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.

17.4.8 SLA Reporting

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

17.4.9 SLA Remittance

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

17.4.10 Software Update Rollback

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

17.4.11 Notified of Planned Maintenance

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

17.4.12 Non-Delivery of System Requirements

DEFINITION	MEASUREMENT METHOD	OBJECTIVE	RIGHTS AND REMEDIES
NG 9-1-1 Data Sharing System shall deliver all functional requirements as spelled out in this SOW as well as EXHIBIT A: TECHNICAL REQUIREMENTS. PSAP notification and subsequent validation of non-compliance shall be penalized by Cal OES.	Any non-functioning technical requirement, per contract technical requirements.	To ensure all NG 9-1-1 Data Sharing System features and functions are delivered to the State and PSAP.	Credit or adjustment of MRC for seventy-five percent (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 eighteen (18) months, Cal OES shall consider this a breach of contract. All NG 9-1-1 Data Sharing services with the Contractor in CA will be terminated.

17.4.13 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 Sharing System shall be implemented within thirty (30) calendar days of successful completion of testing in the Cal OES NG 9-1-1 Lab.	To ensure collaboration and cooperation between NGCS and CPE Contractors, allowing for NG 9-1-1 evolution over time.	Failure to comply shall result in a \$500 per day credit, adjustment to Cal OES.

17.4.14 Root Cause Analysis for Critical Outages

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

17.4.15 System Monitoring / Dashboard

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

	of days in the month. The monthly availability percentage shall be based on the cumulative total of all outage durations for each calendar month.		
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17.4.16 Cumulative / Multiple SLA Limitations

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

17.4.17 Standards Compliance Updates

DEFINITION	MEASUREMENT METHOD	OBJECTIVE	RIGHTS AND REMEDIES
Contractor, shall update the NG 9-1-1 Data Collection System to comply with all industry standards, including NENA i3, based on the timeline and deployment process as directed by the CA 9-1-1 Branch. For most, but not necessarily all updates, the CA 9-1-1 Branch will direct a minimum timeline of six (6) months.	Timeline begins when directed by the CA 9-1-1 Branch. Measurement will be in calendar days.	Timely deployment of NG 9-1-1 Data Collection System upgrades based on notification by the CA 9-1-1 Branch.	Failure to deliver by fifteen (15) days of the CA 9-1-1 Branch directed deadline shall result in fifty percent (50%) credit of the total MRC. Failure to deliver by one hundred and eighty (180) days of the CA 9-1-1 Branch directed deadline shall result in one hundred percent (100%) credit of the total MRC and a Senior Executive shall appear

			<p>at the 9-1-1 Advisory Board to report on the vendors failure to comply.</p> <p>Failure to deliver by three hundred and sixty-five (365) days of the CA 9-1-1 Branch directed deadline shall result in Contract termination.</p>
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17.5 Stop Clock Conditions

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

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

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

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

18. System Monitoring and Trouble Ticketing

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

19. Change Control Process

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

20. Maintenance Plan

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

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

The Maintenance Plan shall include at a minimum:

- a. Hardware Issues
- b. Servers
- c. Switches
- d. Routers

- e. Software Issues
- f. Operating System Software Issues
- g. Security System Software Issues
- h. Connectivity Issues

21. Training

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

21.1 Training Plan

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

- a. A comprehensive training program that provides Data Sharing users with the skills necessary to operate all features of the system
- b. Training at a time mutually agreed upon by the PSAP and the Contractor.
Training schedule to be created by Contractor
- c. Instructors proficient with the provided solution
- d. Training to be provided within two weeks of go-live (PSAP delays are not considered a reason to change the training schedule)
- e. Train no more than six (6) users per instructor, per class, unless a larger class is mutually agreed to by the PSAP and the Contractor. All training classes should be scheduled to reduce the number of site visits necessary to train all personnel
- f. In addition to user training, the Contractor will provide administrator training:
 - 1. This training shall cover routine functions accessible by a System Administrator, routine trouble shooting procedures and problem reporting procedures.
 - 2. Training shall be provided no more than thirty (30) calendar days following cutover.

3. Training will also include an on-site instructor(s) at the beginning of the system acceptance testing period. The purpose of the instructor(s) will be to assist personnel as needed after they begin using the new equipment (cutovercoach).
- g. Post-cutover training shall be provided to the PSAP upon the PSAP's request. Post-cutover training will be provided for no less than six (6) users or system administrators in any single training session.
- h. Appropriate manuals and other materials must be provided to each participant in training. All manuals and materials must be provided in an electronic format only. All training materials and data related to training are property of Cal OES.
- i. Online reference materials and manuals must be updated on a continual basis to reflect Data Sharing system upgrades, new functionality, and system releases.

21.2 Training on New Functionality

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

22. Data Sharing System Acceptance

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

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

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

Acceptance Testing Criteria:

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

23. Contract Performance

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

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

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

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

corrective action plan within five (5) State business days of notification of rejection.

Failure by the Contractor to respond to the CA 9-1-1 Branch's notification of rejection by submitting a revised corrective action plan within the required time limits may result in immediate termination of the Contract.

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

24. Data Handling

24.1 Data Handling and Ownership

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

24.2 Call Data Records

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

24.3 9-1-1 Traffic and Data Sharing Data

All 9-1-1 Traffic Data, all CAD data, and all Data Sharing data authorized to be shared by the PSAP as part of this service is the property of the PSAP and shall be retained in the system for a minimum of one (1) year, with the ability for the PSAP to download the data for local storage.

25. PSAP Help Desk / Call Center

Contractor shall provide a POC twenty-four (24) hours a day, seven (7) days a week, three hundred and sixty-five (365) days a year, for the CA 9-1-1 Branch, PSAP, and

Contractor personnel to report trouble on the respective Data Analytics Services in accordance with requirements as identified in EXHIBIT A: TECHNICAL REQUIREMENTS. The Contractor shall provide help desk and call center service in accordance with EXHIBIT A: TECHNICAL REQUIREMENTS.

26. SaaS Subscription Support

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

Website: www.ravemobilesafety.com

E-mail: support@ravemobilesafety.com

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

27. Cancellation Provisions

Cal OES may exercise its option to terminate the resulting Agreement at any time with thirty (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 CLOUD COMPUTING SERVICES Software as a Service (SaaS) SPECIAL PROVISIONS - TELECOMMUNICATION (v. 05/03/2021) requirements incorporated by reference to this contract.

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

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

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

Email: CA911Invoicing@caloes.ca.gov

California Governor's Office of Emergency Services

Public Safety Communications

Attention: CA 9-1-1 Branch

9-1-1 Reconciliation Unit

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

Sacramento, CA 95811

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

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. Glossary of Terms

Term/ Acronym	Definition
9-1-1 Office	Directed to administer funding for equipment and services related to the delivery of 9-1-1 calls in California based upon laws passed by the State Legislature, as defined in California Government Code, Section 53100 et seq.; and, the California Revenue and Taxation Code, Section 41001 - 41019 et seq., Emergency Telephone Users Surcharge Act.
9-1-1 traffic	Includes all voice, data, text, pictures, videos, and any future technologies capable of delivering to PSAP over the NG9-1-1 Network.
Bidder	<ol style="list-style-type: none">1. A supplier who submits, or has identified their intention to submit, a bid to the State in response to a solicitation.2. An individual, sole proprietorship, firm, partnership, corporation, or any other business venture that responds to a solicitation.
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.

Term/ Acronym	Definition
Commercial Off-The-Shelf (COTS) Software	A computer hardware or software product that is ready-made for specific uses and available for sale to the general public. COTS products are designed to be installed without requiring custom development. For example, Microsoft Office is a COTS product that is a packaged software solution for businesses and individuals. The set of rules for COTS is defined by the Federal Acquisition Regulation (FAR).
Custom Solution	Typically, computer software developed for a specific customer to accommodate the customer's particular requirements, preferences, and expectations.
Deviation	A deviation in the bid response that cannot be accepted by the State because it is not in substantial accord with the solicitation requirements, provides an advantage to one bidder over other bidders, or has a potentially significant effect on the delivery, quantity, or quality of items bid, amount paid to the Contractor, or on the cost to the State.
Final Proposal	A final offer made in response to a request to perform a contract for work/labor or to supply goods at a specified price. Also known as a Final Bid.

Term/ Acronym	Definition
Functional Requirements	<p>Functional requirements represent the business objectives, needs and outcomes of all stakeholders. They should be organized and presented in context of and with a baseline business process/ workflow that they describe. They provide a description of what an enabling solution should provide and specifies essential details of a solution for stakeholders as a means to express and manage expectations. They describe actions and operations that the solution must be able to perform. They can describe services, reactions, and behaviors of the solution. They also describe information the solution will manage. The requirements should be expressed in business terms and should not include any technical references. The requirement should identify “what” is required to meet the business objective, not “how” the requirement will be implemented.</p>
Modified Off-The-Shelf (MOTS) Software	<p>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.</p>

Term/ Acronym	Definition
Non-Functional Requirements	<p>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.</p>
Project/ Transitional Requirements	<p>Project/transition requirements describe capabilities that the solution must have in order to facilitate the transition from the current state of the enterprise to a desired future state. Mid-level project/transition requirements are differentiated from other requirement types because they are usually temporary in nature and will not be needed once the transition is complete. They typically cover process requirements imposed through the Contract, such as mandating a particular design method, administrative requirements, data conversion and migration from existing systems, interfaces, skill gaps that must be addressed, and other related changes required to reach the desired future state.</p>
Responsive Bidder	<p>A bidder whose solicitation response is compliant with the solicitation requirements and indicates performance without material deviation from the terms and conditions of the proposed contract.</p>

Term/ Acronym	Definition
Responsible Bidder	<p>A bidder who is fully capable of performing the contract. Considerations include a supplier deemed to satisfactorily demonstrate some or all of the following, pertinent to the specific transaction:</p> <ol style="list-style-type: none"> 1. Adequate financial resources or the ability to obtain the resources required to perform the contract; 2. An adequate cost accounting system; 3. The capability to comply with the required or proposed delivery or performance schedule considering all existing commitments; 4. A satisfactory record of performance; 5. A satisfactory record of integrity; 6. Qualified and eligible to receive an award under all applicable laws and regulations; and/or 7. Necessary organization, experience, operational controls and technical skills (or the ability to obtain them).
Statement of Work (SOW)	<p>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.</p>

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.
Transitional/ Project Requirements	Transition/ Project requirements describe capabilities that the solution must have in order <u>to facilitate the transition from the current state of the enterprise to a desired future state</u> . Project/ transition requirements are differentiated from other requirement types because they are usually temporary in nature and will not be needed once the transition is complete. They typically cover process requirements imposed through the Contract, such as mandating a particular design method, data conversion and migration from existing systems, interfaces, skill gaps that must be addressed, and other related changes required to reach the desired future state.

Exhibit A.1 DATA PORTAL REQUIREMENTS

Requirement	Mandatory Data Sharing Requirements
A.1.1	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.
A.1.2	Service shall provide map interface capable of providing the user the ability to select map overlays, layers, and data critical to public safety that supports data sharing services.
A.1.3	Service shall provide ability to select base map layers that include but are not limited to ESRI, local mapping, Google, and Cal OES
A.1.4	Services Provider shall only display data to users based on data sharing agreements.
A.1.5	Services Provider shall support role based security of data for both data portal and data conveyance.
A.1.6	Services Provider shall not include any data sources without approval from Cal OES.
A.1.7	Services Provider shall provide ability to toggle data sources on or off based on operational needs of the PSAP.
A.1.8	Service shall display the location of text, RTT, wireline, wireless, VoIP, and all other 9-1-1 call types using traditional location services such as landline ALI/ANI and Phase 1 & Phase 2 wireless ANI/ALI, or NENA i3 data obtained automatically from the 9-1-1 call processing equipment, within 3 months of being available in the NGCS network and supported by PSAP CPE, regardless if the call was delivered from the legacy 911 network or the NG 9-1-1 system.
A.1.9	Service shall displays supplemental 9-1-1 locations for wireless 9-1-1 calls automatically using supplemental location services such as Google's Android Emergency Location Services (ELS) or Apple's Enhanced Emergency Data (EED). Service shall support all current and future versions of displaying supplemental data at no cost to the CA 9-1-1 Branch or the PSAP.
A.1.10	Service shall display the location of the 9-1-1 caller / texter / data provider on a map with the ability to display the location coming from the 9-1-1 system and from the supplemental data source.
A.1.11	Service shall display updates for all locations are plotted in near real-time on a PSAP map for call takers and dispatchers, and shall provide the ability to toggle on and off a history of the caller's previous locations.
A.1.12	Service shall integrate with authoritative GIS base maps and feature layers to enhance situational awareness
A.1.13	Service shall allow users to perform searches for addresses, points of interests and place names in addition to all common geodetic formats such as latitude/longitude and What3Words
A.1.14	Service shall provide additional situational awareness tools such as real-time traffic, 9-1-1 call data, data from TomTom and Waze, as well as real-time Weather data

Exhibit A.1 DATA PORTAL REQUIREMENTS

Requirement	Mandatory Data Sharing Requirements
A.1.15	Service shall provide the user the ability to visually compare locations from different sources by displaying the correlation of traditional ANI/ALI or NG 9-1-1 location and supplemental 9-1-1 locations along with a representation of their accuracy (uncertainty) to help determine the 9-1-1 call location and efficiently track locations of callers in motion
A.1.16	Data Sharing Service shall provide near real-time performance data and information for the components of the Data Sharing Solution, to be monitored by CA 9-1-1 Branch as well as PSAPs via a unique logins.
A.1.17	Data Sharing Services Technical Service Bulletin (TSB) shall be provided to CA 9-1-1 Branch and PSAP for any update, patch, or bug fix as outlined in the CA 9-1-1 Branch Change Board process.
A.1.18	Service Provider shall establish a network operation center (NOC) that includes but is not limited to alarming, reporting, monitoring, managing, and supporting Data Sharing system on a 24/7/365 basis, down to all interfaces installed to support Data Sharing services.
A.1.19	Service Provider shall provide trouble ticket log that is visible to CA 9-1-1 Branch, originating PSAP, RNSP, and PNSP 24/7/365
A.1.20	Service Provider shall support trouble ticket eBonding with RNSP and PNSP, and shall maintain trouble ticket eBonding
A.1.21	Service Provider shall be subject to CA 9-1-1 Branch approved or contracted third party verification to ensure cloud/data center space and resources have been properly dedicated to California and meet physical and cyber security requirements.
A.1.22	All Data Sharing Services shall be deployed as a geographically diverse interconnected platform, housed within a minimum of two Tier 3 or better data centers or as a native cloud solution within CONUS, and as a dedicated single tenant to California with demonstrated capability that provides 99.99% availability.
A.1.23	Any data center or cloud instance that is used to house any Data Sharing services shall be designed in a redundant, survivable manner and have the ability to support updates without a loss of service.
A.1.24	All equipment, installation, and any other parts needed to support all Data Sharing services are included in the cost elements contained in Exhibit 22.
A.1.25	Service Provider shall utilize end-to-end IP connectivity (NG9-1-1 trunk), procured by CA 9-1-1 Branch from the PNSP/RNSP for any data that is sent from the PSAP to the Service Provider Solution.
A.1.26	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.
A.1.27	All updates that have been tested and accepted by the CA 9-1-1 Branch NG9-1-1 Lab shall be deployed at all PSAPs supported by the Contractor within 14 calendar days of successful testing.
A.1.28	Service provider shall provide access to the system via a secure login that supports 2 factor authentication and other authentication methods.

Exhibit A.1 DATA PORTAL REQUIREMENTS

Requirement	Mandatory Data Sharing Requirements
A.1.29	Service Provider shall provide on-site technical support personnel to resolve technical issues at the PSAP for any components of the service installed by the Service Provider.
A.1.30	Service Provider shall have secure connectivity, trust and identity, and threat defense from cloud or data center to all service locations and entry points
A.1.31	Service Provider shall implement new 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 6 months.
A.1.32	Cloud solution must include isolated, independent clusters of data centers located in close enough proximity to ensure extremely low latency (ability to perform synchronous data replication) and the ability for each cluster to continue operation in the case of a data center failure. Data center solution must be built in a fully redundant manner, where the loss of one data center does not affect the availability of the service.
A.1.33	All servers, routers, firewalls, and other network elements at the PSAP shall have the current version or patch, deployed within 5 days of discovery of the need for updating or upon direction from the CA 9-1-1 Branch.
A.1.34	Service provider shall support data compression and other tools needed to meet bandwidth requirements.
A.1.35	Service provider shall provide an annual report to the CA 9-1-1 Branch that documents the maintenance, hardware, software, and firmware updates that have been completed to ensure the services can be supported.
A.1.36	Service provider shall support ability to send an SMS to a smartphone via the Data Portal and return that phone's location as supported by the device.
A.1.37	Service provider shall support language translation services for over 50 common languages via the SMS to smartphone service as supported by the device.
A.1.38	Service provider shall support SMS initiated video streaming session via smartphone that returns phone's location as supported by the device.
A.1.39	Service provider shall share data in accordance with CJIS, CLETS, and federal, state and local statutes and regulations.
A.1.40	Service Provider shall include a standards based Graphical User Interface (GUI) that allows PSAP and/or call taker to personalize the screen layout.
A.1.41	Service Provider shall provide a configurable, permissions based, real-time map view of 9-1-1 activity across jurisdictional or agency boundaries that can be shared with emergency response stakeholders, filtered based on events (e.g., drug overdose vs active threat).
A.1.42	Service Provider shall provide ability to display and respond to messages to specific users at peer agencies that include the fields needed for each agency to establish rules on how to handle the messages.
A.1.43	Service Provider shall provide ability to display in the portal all supplemental data available and shared via the Data Conveyance requirements and the SOW, no matter the CAL OES approved data source.

Exhibit A.2 DATA CONVEYANCE REQUIREMENTS

Requirement	Mandatory Data Sharing Requirements
A.2.1	Service Provider shall provide the leadership, project management, data translation mapping, interface development, 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.
A.2.2	Service Provider shall store all data in the cloud. Storage term shall be configurable by the PSAP for up to 180 days. System shall allow PSAP to auto-download data at PSAP defined intervals or as one time downloads. System shall also provide downloadable access and interface to the PSAP for local storage.
A.2.3	Service Provider shall provide data in the NENA i3 Emergency Incident Data Object (EIDO) format using the EIDO conveyance mechanism
A.2.4	Service Provider shall utilize the standardized API developed by the CA 9-1-1 Branch for all interfaces to gather 9-1-1 traffic information from the PNSP/RNSP.
A.2.5	Service provider shall develop a Basic API that aligns to cost workbook element B.4.2 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.
A.2.6	Service Provider shall develop an intermediate API that aligns to cost workbook element B.4.3 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.
A.2.7	Service Provider shall develop a Complex API that aligns to cost workbook element B.4.4 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.
A.2.8	Service Provider shall provide the share and transfer data from the incident stored in CAD by providing a data conveyance mechanism that can receive CAD data from various CAD vendors, store the data in EIDO format and then share the data via the EIDO conveyance mechanism.
A.2.9	Service Provider shall provide the ability to receive CAD data that is based on proprietary data definitions to ingest near real-time CAD incident data in a variety of formats, from various CAD systems and develop the interface needed to store the data in EIDO format.
A.2.10	Service Provider shall provide the ability to update the data received from existing CAD systems in near real time.
A.2.11	Service Provider shall support data access between CAD solution by developing a standards based API to push data to existing CAD providers or to develop real-time APIs to export structured files (e.g. JSON, XML) that can interface with existing CAD systems that can publish the data.
A.2.12	Service Provider shall support the treatment of data based on the needs, permissions, rights, and approval of the PSAP in compliance with CJIS, CLETS, and other data sharing requirements as they apply to specific data.
A.2.13	Service Provider shall provide the ability to share data related to the details of the incident, responding unit, and additional data that can be pulled from other sources that is used to assist the response.
A.2.14	Service Provider shall provide the ability to ingest near real-time CAD incident data in a variety of formats, from various CAD systems and be able to export data. Any regional deployment will have to support legacy CAD systems that may not support real-time APIs but instead export structured files (e.g. JSON, XML) or require locally run database procedures to extract and publish data

Exhibit A.2 DATA CONVEYANCE REQUIREMENTS

Requirement	Mandatory Data Sharing Requirements
A.2.15	Service Provider shall provide the ability to receive incident data records for synthesis and translation to a standard EIDO output. Data types include, but are not limited to: Telephone Number, Caller location, Incident details, dispatched unit dispositions, other relevant incident data
A.2.16	Service Provider shall make the standard incident output data available via API for consumption by other stakeholder systems and agencies. This output must support evolving national standards but should also be configurable for legacy systems at no additional cost to the state or the PSAP. Service Provider shall update any proprietary interface developed to the standard, in the event a standard is identified during the contract period.
A.2.17	Service Provider shall provide and API for requesting CAD incident data to enable transfers, allowing authorized agencies to query the API to "fetch" incident data. Solution should also provide acknowledgement on successful querying of data by downstream system.
A.2.18	Service Provider shall import and provide the permissions, map layers, 9-1-1 data, and other information needed to support mapping needs in the Data Portal.
A.2.19	Service Provider shall enable inter-agency search of all currently open CAD incidents, and within past 24 hours CAD records, for example, the ability to search for recent interactions with a person or vehicle of interest.
A.2.20	Service Provider shall integrate a standard Memorandum of Understanding (MOU) process for agencies to both opt-in to share and receive data. MOU process shall support a large number of constituents that may have different data sharing and data retention requirements.
A.2.21	Service Provider shall include radial buttons or similar interface that provides the ability for agencies to approve or deny data access, sharing, and retention approvals.
A.2.22	Service Provider shall provide the ability to share data with 9-1-1 CPE providers and 9-8-8 call handling solutions.
A.2.23	Service shall support data compression and other tools needed to meet bandwidth requirements.
A.2.24	Service Provider shall encrypt data in transit and at rest and comply with NENA i3 security requirements and NIST cyber security best practices to ensure data remains encrypted at all time and is only accessible by authorized users.
A.2.25	Service Provider shall interface with the PKI structure maintained by the Cal OES NG 9-1-1 solution.
A.2.26	Service Provider shall provide ability to designate a peer agency that has the ability to access data with access to all features and data sharing capabilities of the Data Analytics and Integration System based on permissions of each agency.
A.2.27	Service Provider shall provide ability to generate requests for service from specified peer agencies.
A.2.28	Service Provider shall provide ability to send requests for service to specified peer agencies.
A.2.29	Service Provider shall provide ability to monitor availability of specified peer agency units and special equipment.
A.2.30	Service Provider shall provide ability to provide the information, logs, and data necessary to support interagency communications for all data that is shared within the system.

Exhibit A.2 DATA CONVEYANCE REQUIREMENTS

Requirement	Mandatory Data Sharing Requirements
A.2.31	Service Provider shall provide ability to share the unit status and unit location of specified agency apparatuses with peer agency so that the peer agency can consider peer agency apparatuses when recommending appropriate units for dispatch based on permissions established by each agency.
A.2.32	Service Provider shall provide ability to share AVL data of units with peer agencies so that the data can be integrated into existing CAD maps.
A.2.33	Service Provider shall provide ability to send messages to specific users at peer agencies that include the fields needed for each agency to establish rules on how to handle the messages. Service shall include ability to validate the message has been received.
A.2.34	Service Provider shall provide ability to share information on incidents with peer agencies so that both agencies have the ability to track any resource that is active on the incident even if the resource is from another peer agency.
A.2.35	Service Provider shall provide ability to share all information related to an active CAD incident with a peer agency, including but not limited to the comment fields.
A.2.36	Service Provider shall provide ability to support peer agencies as they provide the data to reconcile the differences in agency specific fields, naming conventions, and other data in the system. Once each agency provides the equivalent fields, the service provider shall support all data sharing and data access requirements outlined in the technical requirements.
A.2.37	Service Provider shall provide ability to share the disposition for any resource with a peer agency, including clearing resources from any incident.
A.2.38	Service Provider shall provide ability to share status and rostering data that includes the ability to update this data by either peered agency.
A.2.39	Service Provider shall provide ability to modify the units available for dispatch with a peered agency.
A.2.40	Service Provider shall share data in accordance with CJIS, CLETS, and federal, state and local statutes and regulations.
A.2.41	Service Provider shall comply with CJIS, CLETS, and federal, state and local statutes and regulations.
A.2.42	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 and the PSAP that owns the data.
A.2.43	Service Provider shall utilize end-to-end IP connectivity (NG9-1-1 trunk), procured by CA 9-1-1 Branch from the PNSP/RNSP for any data that is sent from the PSAP to the Service Provider Solution.
A.2.44	Service shall support trouble ticket eBonding with RNSP and PNSP, and shall maintain trouble ticket eBonding.
A.2.45	Service Provider shall implement new 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 6 months.
A.2.46	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.

Exhibit A.2 DATA CONVEYANCE REQUIREMENTS

Requirement	Mandatory Data Sharing Requirements
A.2.47	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.
A.2.48	Service shall support a busy hour of 475 calls or less with a 5 Mbps connection.
A.2.49	Service shall support a busy hour of 476 calls or more with a 50 Mbps connection.
A.2.50	Service shall provide the ability for the data in the data portal to be transferred to CAD via API or direct interface using EIDO, IDX or other standard, if supported by the CAD. This data includes but may not be limited to all the data displayed in the Data portal or conveyed in the Data Conveyance and goes beyond a typical CAD to CAD interface but includes a CAD to CAD interface. The requirement shall be limited by the CAD's ability to ingest the data, the PSAP's approval to share the data, and the PSAP's approval to ingest the data.
A.2.51	Service Provider shall import supplemental data for any CAL OES approved data source.

CA NG 911 Data Sharing Cost Summary

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

CA NG 911 Data Sharing Cost Summary Table		Length of Contract in Years: 7	
		Total NRC Costs	Total MRC 7 yr Extended Costs
	Total Evaluated Cost (84 month of MRC) - Data Portal Service	\$	39,900,000.00
	Total Evaluated Cost (84 month of MRC) - Data Conveyance Service	\$	5,997,600.00
	Total Evaluated Non-Recurring Costs (NRC) - Data Sharing Services	\$ 3,398,000.00	
	NRC Total	\$ 3,398,000.00	
	84 month MRC Total	\$	45,897,600.00

GRAND TOTAL (NRC + 84 months MRC) USED FOR EVALUATION	\$	49,295,600.00
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Estimated Annual

\$ 6,556,800.00

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

A	B	C	D	E	F	G
Line Item #	Feature Name	Feature Description	Quantity	Unit of Measure	Monthly Recurring Charge	Total Extended Annual Cost (D*Fx12mo)
B.2.1	MRC Data Portal service - Data Integration	Cost to integrate data into the Portal from any source	1	Statewide	200,000.0000	\$ 2,400,000.00
B.2.2	MRC Data Portal Service - Display	Cost to maintain Data Portal statewide	1	Statewide	275,000.0000	\$ 3,300,000.00
	MRC Total					\$ 5,700,000.00

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

A	B	C	D	E	F	G
Line Item #	Feature Name	Feature Description	Quantity	Unit of Measure	Monthly Recurring Charge	Total Extended Annual Cost (D*Fx12mo)
B.3.1	MRC Data Conveyance - Small PSAPs	Integration equipment and installation at PSAP with less than 1,000 unique CAD incidents per month	152	Per PSAP	100.0000	\$ 182,400.00
B.3.2	MRC Data Conveyance - Medium PSAPs	Integration equipment and installation at PSAP with more than 1,000 but less than 25,000 unique CAD incidents per month	290	Per PSAP	180.0000	\$ 626,400.00
B.3.3	MRC Data Conveyance - Large PSAPs	Integration equipment and installation at PSAP with over 25,000 unique CAD incidents per month	8	Per PSAP	500.0000	\$ 48,000.00
	MRC Total					\$ 856,800.00

EXHIBIT B COST WORKSHEETS

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

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

EXHIBIT B COST WORKSHEETS

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

A	B	C	D	E	F	G
Line Item #	Feature Name	Feature Description	Quantity	Unit of Measure	Non-Recurring (One Time Charge)	Total Extended NRC Costs
B.5.1	NG 9-1-1 Data Sharing Service Support	Per SOW Requirements	0	Per Hour	200.0000	\$ -
	NRC Total					\$ -

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

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

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California Department of Technology Statewide
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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.

- 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 utilized 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

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.

- 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 certificates(s) is insufficient for this purpose. When performing work on State owned or controlled property, Contractor shall provide a waiver of subrogation in favor of the State for its workers' compensation policy.

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 PRUSUANT 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:

- 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

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

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

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

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.

CLOUD 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.

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- 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

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- 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;

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- 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.

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- 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 - BAFO

Two (2) pages per response:

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.

Two (2) pages per response:

Bidders Response: Rave Mobile Safety, in conjunction with RapidDeploy and Global Blue have partnered to leverage their current statewide infrastructure, existing interfaces and applications, dedicated customer success teams, training infrastructure, and enterprise deployment team to deliver the solution within the project timeline and budget submitted. Our proposal is inclusive of all fees and costs to complete the work outlined in the SOW. Our teams have the demonstrable knowledge, expertise, and real-world experience necessary for managing solutions at scale, both within the State of California and across numerous other statewide deployments. With a broad range of California State and Local stakeholders, industry partners, and several overlapping and interconnected workstreams, our team's experience deploying the proposed technologies throughout California and across several other states, provides our teams with the unique background and expertise to provide long-term program management.

The team's experience deploying Radius (the State's current mapping and data portal) across all of the state's 440+ PSAP's provides us with a deep understanding of the California specific project management needs, technical configuration requirements, and end-user training requirements and challenges. Together, Rave Mobile Safety and RapidDeploy have successfully completed over a dozen Statewide technology deployments leveraging many of the very same technologies described in this response and importantly, are already deployed and in use in California today. Dedicated project resources include:

- Executive sponsorship from Rave CEO Todd Piatt and RapidDeploy CEO Steve Raucher.
- Dedicated PMO and project support teams throughout the project
- Project transparency with standard project reporting and collaboration at the state and local level. In addition to standard reporting, we will provide online project dashboards allowing for a real-time view of project status.

The dedicated Project Manager will collaborate extensively with the state and other stakeholders to leverage the defined schedule and CA 9-1-1 Branch milestone reports to measure, monitor, and ensure timely implementation of the Data Sharing Services. Recognizing that there are a large number of PSAPs and other stakeholders, our Project Manager will leverage a Waterfall (Predictive) methodology to build a standard framework for each PSAPs deployment. Kanban (Agile), or a hybrid of these methodologies will also be leveraged at the state and PSAP levels depending on the stakeholder needs and requirements. The Project Manager will coordinate and assign tasks to key staff individuals responsible for managing their domain-specific subsystems. This includes coordinating with and management of all subcontractor components and services. The Project Manager will conduct recurring meetings with CA 9-1-1 Branch to report project status, review SLA performance, and to identify and remedy blocking tasks / items that impact the project's critical path. The Project Manager will conduct weekly status meetings and review action / issue registries with CA 9-1-1 Branch.

We believe this is a unique opportunity to enhance Public Safety that requires an exceptionally qualified team with the experience and technology to be successful. The DIS platform will create a continuous flow of new data, change management, and training. Having completed similar large-scale deployments, our team views this as an opportunity to facilitate continuous

Two (2) pages per response:

collaboration. Having completed similar large-scale deployments, our team views this as an opportunity to facilitate continuous collaboration. We will enable PSAPs with tools and technology to support the broad goals established by the State, providing support and processes that allow agencies to quickly be successful. Additional team roles and responsibilities include:

- **Rave Mobile Safety** will lead and manage the overall project. Rave is also responsible for the development and deployment of API tools and services to enable the state's systems to connect and share information. Each PSAP that enrolls in the program will be assigned a dedicated Implementation Manager who provides practical experience, expertise, and best practices, at no cost to the PSAP.
- **RapidDeploy** will utilize Radius, the existing statewide mapping platform, to visualize and distribute shared information to PSAP's leveraging their existing Customer Success Managers and Learning Management Systems to deliver information and training on new content and capabilities to the 3000 telecommunicators across the state. Leveraging these existing applications, trainings, and teams greatly reduces overall project risk while also speeding project delivery.
- **Global Blue DVBE**, based in California, specializes in network, hardware, and support services for telecommunications and critical infrastructure applications. The team will leverage their existing 24/7 Network Operations Center, Field Service, and Technology team supporting network configuration, CPE integrations, and on-premise interfaces
- **Industry Certifications** across teams include: PMI-Project Management Profession (PMI-PMP), Emergency Number Professional (NENA-ENP), Certified Scrum Master (CSM), Professional Scrum Master I (PSMI) and ITIL Practitioner v3, Certified Agile Service Management (CASM), Change Management Professional (CMP), Certified Information Systems Security Professional (CISSP), Certified Information Security Manager (CISM), Certified Ethical Hacker (CEH), and Certified Business Continuity Lead Auditor (CBCLA).

RapidDeploy, as California's current 9-1-1 mapping solution, has CPE integrations with each of the state's 440 PSAP's and an existing Customer Success team already collaborating with 431 of the state's PSAPs, successfully deploying three new technology programs over the last two years including: Text from 911, OnStar Vehicle Telematics, and most recently Text to 911. Our experience managing these deployments, existing relationships within the state, and training infrastructure will enable the seamless deployment of even more new data, features, and functionalities as they are made generally available.

Together the team has a deep understanding of technology, program management, and the cost of running a multi-year program such as this. The team will leverage their proven processes, utilizing customer success managers, online learning management systems, systems support processes, in-person and virtual training sessions to bring the highest level of adoption, training, and utilization throughout the eligible PSAPs. All of this expertise will be leveraged by the program management office for this contract at no additional cost.

Two (2) pages per response:

Narrative Requirement A.0.2: Describe how the Data Sharing services will gather the information needed from legacy CPE, CAD, Data Analytics, Cloud CPE, NGCS, carriers, and other data sources to support the SOW and technical requirements in this 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 including but not limited to NENA i3, EIDO, EIDO conveyance and IDX. 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 breech of contract.

Two (2) pages per response:

Bidders Response: The emerging state of standards development, especially in the area of CAD integrations for incident and response unit data, requires a Data Sharing Solution delivering critical functions *today* while providing a clear path for supporting standards-based technologies as they are adopted. Rave's Data Sharing platform comprises the field-proven RapidDeploy Radius, Rave Aware, Rave911, and Rave Collaborate solutions - all of which have been widely deployed at scale. Rave's Data Sharing Service is built upon the same standards-first foundation described within the Cal OES RFP requirements. The platform's Application Interface Adapters and rules-driven Data Conveyance Platform mitigate interface variances that will continue to exist, even after PSAP technologies adopt industry standards.

Interface Adaptors: Our interface approach flexes to collaborate with and meet the needs of each agency and its technologies. The Data Conveyance platform is architected to interface with both cloud and premises-based CPE, CAD, and other technologies relevant to situational awareness and response – both “legacy” or NG9-1-1 compliant. Carrier and NGCS Functional

[REDACTED]

[REDACTED]

Where the integration target supports a modern Web Services integration architecture, the required security, protocol, and format configurations are deployed within our SaaS infrastructure. Additional details are included in our narrative responses to A.0.6 and A.0.9. In addition to supporting integrations with agency technologies, the Data Sharing platform manages interfaces with other data sources on behalf of our customers. Example native integrations include Apple EED and Google ELS data, NG9-1-1 Alert and Warning System (AWS) resident registrations, OnStar telematics, and mapping functionality to ingest public safety base-maps and layers including real-time traffic and weather, data from TomTom and Waze, and more. Additional base maps and layers can be added to expose even broader response-relevant data

Open Standards Methodology: As a given interface standard is ratified, it is adopted as the “normalized” view of data conveyed through the Platform, and a standard-compliant application interface is established to manage the security, protocols, and formats defined for such requests.

[REDACTED]

Two (2) pages per response:

[REDACTED]. In the case where a given agency's technology cannot practically support any form of integration, they can still benefit from the situational awareness capabilities offered by the Data Portal. Please refer to Question A.0.9 for how Data Portal and Data Conveyance work together to exchange information between agencies having different levels of standards maturity and integration capabilities.

Supported Standards: Rave actively follows both published and emerging NG9-1-1 standards, and we serve as members of the NENA EIDO Conveyance Working Group. The Data Conveyance platform is built upon the NENA EIDO JSON (STA-021.1) for Incident Awareness and Updates. CPE Interface Adaptors support legacy ALI Spill and i3-compliant call-handling solutions. [REDACTED]

Interface Requirements and Assumptions Significant standards development work remains to fulfill the Cal OES data sharing vision, as evidenced by the extent of "v1" CAD data exchange standard development activity occurring within NENA. Support for newly ratified standards will be added to the Data Sharing platform per SOW timelines and technical requirements as warranted by agency implementations. To ensure adequate support development and testing activities, it is assumed Cal OES or the agency will provide Rave with timely access to technology incorporating the new standard. Examples of such emerging standards are those related to Real Time Text (RTT), Websocket Subscription and HTTP "push" for EIDO JSON, EDXL-RM XML and related protocols. More interactive CAD use cases, such as those listed among Technical Requirements A.2.27 through A.2.38, will be subject to the breadth of data and functional capabilities exposed by a given integration point. [REDACTED]

Proprietary Interfaces, Associated Limitations and Patents: While the Data Conveyance platform's Interface Adaptors conform to proprietary interfaces exposed by other systems, *we do not impose proprietary standards on others*. A limitation resulting from establishing interoperability between proprietary systems is the risk of introducing "lowest common denominator" functionality between disparate systems. This arises where there are differences in the breadth of data or functionality exposed by each respective system's APIs. Our innovative approach to the State's Data Sharing needs is recognized by the USPTO via their grant of patents 10,528,053; 10,999,432; 10,911,599; 11,250,262; 11,253,736; 11,153,742; 10,264,122; 8,484,352; 8,516,122; 10,341,494B2; 8,825,687 and 11,070,670. At the time of this writing, we are seeking recognition for continued innovation in this area via additional patents pending with the USPTO.

Two (2) pages per response:

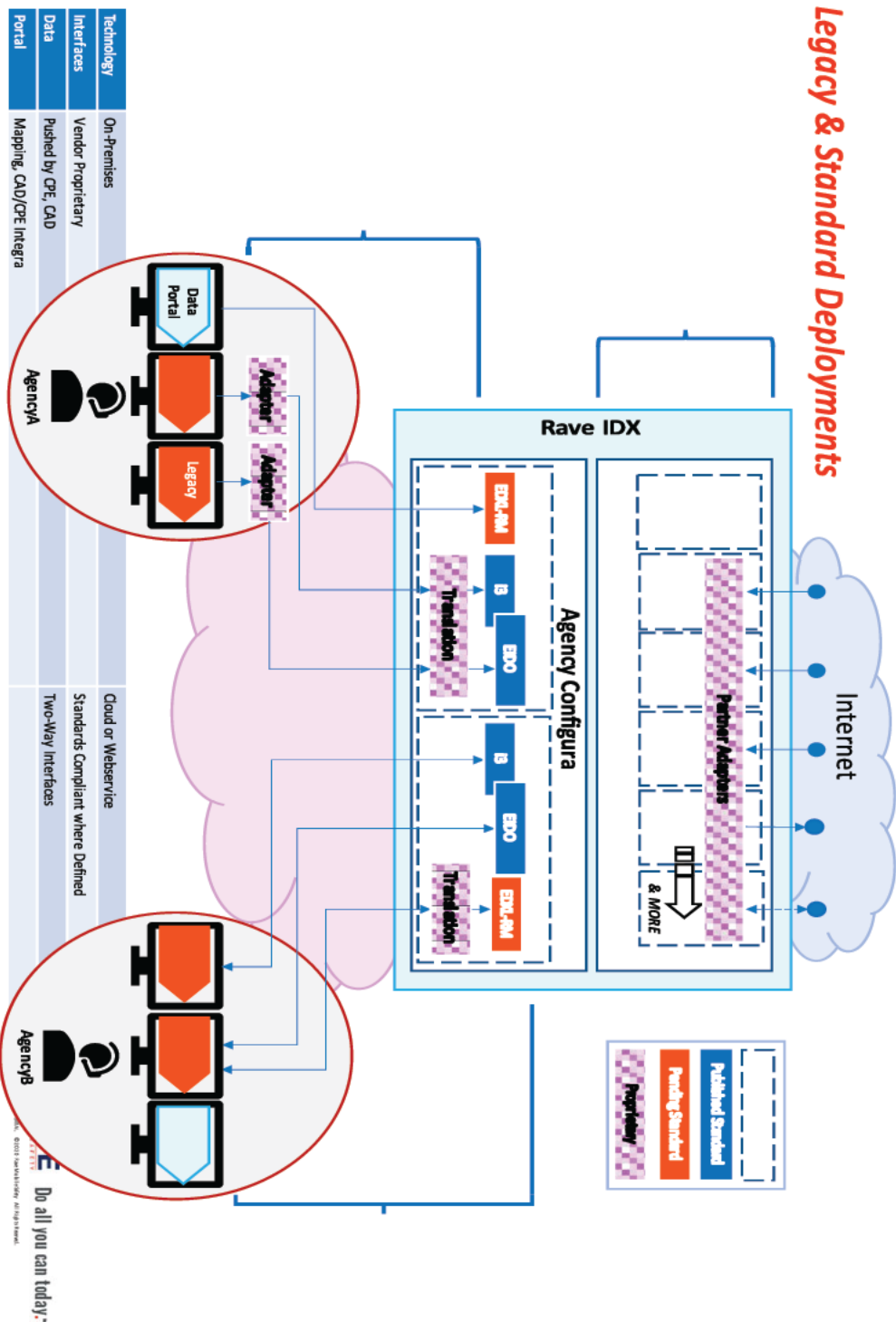


Figure A.0.2-1

Two (2) pages per response:

Narrative Requirement A.0.3: Describe the key success factors for the service deployment, to include the initial deployment of Data Sharing services. The description must include challenges and mitigation strategies that may impact the project's critical path. The descriptions shall also include how the software as a service model eliminates the need for change orders, additional cost, and how the cloud native platform is used to avoid additional cost for development and upgrades.

Two (2) pages per response:

Bidders Response: In our existing roles as partners with the state and its 440 PSAPs, hundreds of alerting authorities, and key public safety stakeholders, we have established unique collaborative relationships and success strategies that contribute to faster implementation of the solution. Our years of working with public safety agencies and their vendors has shown that time and ease of participation can be a deterrent to data sharing—so we’ve made the process easier and less intrusive. Our teams have focused on surveying methods that allow agencies to provide necessary planning data in a non-invasive way, that can be done from anywhere and anyplace. Our deployment and delivery teams will implement all strategies outlined in A.0.11, beginning with operational and technology surveys to all agencies participating in the Data Sharing Solution. Faster engagement of these agencies will lead to success by identifying agencies that can immediately take advantage of the data portal or other components of the data sharing solution without any additional participation by their vendors. PSAP technology and operations drives the stages of implementation. After collating the survey results, our team will review with CA 9-1-1 and present an implementation plan that delivers value to all PSAPs in the shortest amount of time. For those agencies that are not able to implement the full solution, our team will implement the authorization strategy outlined in A.0.11. Early identification of issues and mitigation strategies will be reviewed in monthly status calls to support continuous success.

The SaaS solution proposed is inclusive of all patches and upgrades and is adaptable to the unique requirements of the State. Key success factors include:

Challenges	Mitigation
Success Factor: PSAP Involvement	
<ul style="list-style-type: none"> • Reticence of PSAPs to undertake the project due to resources or on- going system upgrades • Aspects of the deployment require significant engagement from PSAPs (CDR Data validation, IP white listing, serial port testing) • Many existing CAD systems do not support EIDO or an API without significant development or additional fees • Many existing CAD systems do not support 	<ul style="list-style-type: none"> • The State’s existing Radius interface will act as the operational user interface for 9-1-1 Data Sharing. With PSAPs already trained and leveraging this platform, we dramatically accelerate the deployment by minimizing additional development, training, and risk. • Radius Mapping leverages a native ESRI GIS integration and currently has [REDACTED] PSAP authoritative GIS data in operation. Supporting industry standard ESRI native maps assures that map data can be provided by CA 9-1-1, PSAPs, and onboarded solution partners. RapidDeploy customer success team is already engaged across the state in supporting both Radius and Text to 911 and those efforts can be leveraged for the Data Sharing roll out • Existing AWS registration process is the basis for additional opt-in resident data collection which is delivered to 9-1-1 on receipt of a call associated with a profile (Smart911) and is included in the solution. • Survey to identify stakeholders and technology readiness to facilitate “quick wins” and establish momentum within the PSAP community

Two (2) pages per response:	
<ul style="list-style-type: none"> • EIDO or an API without significant development or additional fees • Reluctance of PSAPs to undertake the project due to resources or on-going system upgrades 	<ul style="list-style-type: none"> • Immediate value to PSAPs outside of cross agency data sharing by integrating AWS for rules-based notifications/CAD call outs • Platform supports multiple ways to provide CAD data in whatever format is most easily available and map that to both EIDO and formats more easily consumed by other systems.
<ul style="list-style-type: none"> • Aspects of the deployment require engagement from PSAPs (CDR Data validation, IP white listing, serial port testing) • Agency concerns over types of data shared or accessible to dispatchers 	<ul style="list-style-type: none"> • [REDACTED] • [REDACTED] • Reuse of existing CAD connectors deployed elsewhere • Many PSAPs in California have already been deployed and validated in production on core components of the existing system, greatly reducing the risk and effort of deployment with the key additional components requiring less intrusive and typically remote configuration changes
Success Factor: Testing and process implementation	
Any integrations, especially writing to CAD systems, requires significant testing and transferring incidents requires significant coordination	<ul style="list-style-type: none"> • As part of the implementation, Rave will start with data portal, not writing back to CAD to verify both data integration and processes around data transfer acknowledgements before writing to source systems while also getting “quick wins” to build momentum with PSAPs and hone operational processes • System provides indicators on incident status/transfer acceptance to communicate between agencies via instant messaging
Success Factor: Access to relevant data and usability of that data	
In addition to access to CAD system data, the State intends to continually expand the data sources available to PSAPs as the market and responder requirements evolve	<ul style="list-style-type: none"> • Unlike other providers, Rave does not charge data providers and commits to working with the state and other data sources to add them as required • Solution includes iOS and Android ELS data, OnStar data, opt-in data collection from residents through native integration with the existing NG911 AWS registration, as well as other sources

Two (2) pages per response:

Narrative Requirement A.0.4: Describe how the service shall be configured to avoid all single points of failure within the system and to ensure 99.99% availability. Describe how system failures within an active operational component shall result in no loss of service or capability. The description shall include validation that the cloud hosting service is certified as FedRAMP High and how the Data Sharing application is designed to ensure 99.99% availability.

Two (2) pages per response:

Bidders Response: The proposed solution is built on a highly redundant architecture with a "four-nines" (99.99%) service level policy. The data sharing platform is deployed in FedRamp High and CJIS compliant cloud hosting service providers (AWS GovCloud and Azure Government).

Overall solution redundancy has several layers: source data system availability (not addressed here), network connectivity (solution leverages State's existing redundant network), the cloud infrastructure, and the application itself.

Single points of failure are eliminated and availability of at least 99.99% is maintained by using:

- Both Amazon Web Services GovCloud and Microsoft Azure Government geographic redundant infrastructure
- Diverse network paths to multiple points of interconnect
- Redundant load balancers with active monitoring automatic failover
- Geographically distributed redundant storage
- Automated deployment, scaling, and management of cloud-native elastic system resources
- Automated application testing scripts, both in test and production environments, continually monitoring application availability and responsiveness
- Extensive system monitoring triggers and tooling

To ensure no loss of service or capability, should a component within the cloud-native system fail, active monitoring and automatic failover are employed to ensure that no downtime is experienced, and the system is available to meet and exceed 99.99% availability. This includes monitoring and proactive notifications to avoid silent failures.

Data sharing is a core component of the platform, designed for exceptional redundancy and scalability. The system leverages serverless, managed functions and database to process and store the data. The serverless architectures offers better scalability, flexibility, and faster release time. With serverless architectures, the cloud service provider system operates the computing infrastructure automatically, performs health checks, applies security patches, and as well as other routine maintenance.

The data portal back-end service implementation is provisioned using highly available services, [REDACTED]. No localized data storage or processing occurs, with all transactional data processed on and saved to the cloud instantaneously. This optimizes central processing performance (non-batch oriented) and minimizes data loss due to unexpected network or hardware failure. Further, data loss is mitigated in two ways. [REDACTED]

Two (2) pages per response:

Rave Data Sharing Solu Valida

source: <https://>



Sort Marketplace by:

PRODUCTS AGENCIES ASSESSORS

✕ Clear All

AWS

2 results

Name	Service Models	Impact Level	Status	
 amazon web services™ AWS GovCloud	IaaS, PaaS, SaaS	High	 FedRAMP Authorized	515 Authorizations

✕ Clear All

Azure Government

1 results



Name	Service Models	Impact Level	Status	
 Microsoft Azure Government (includes Dynamics 365)	IaaS, PaaS, SaaS	High	 FedRAMP Authorized	139 Authorizations

Figure A.0.4-1

Two (2) pages per response:

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 dispatch positions, CAD incidents or system resources during everyday use, during disasters or during high demand events while maintaining 99.99% availability for PSAPs deployed on your platform.

Two (2) pages per response:

Bidders Response: The proposed solution is designed to meet and exceed the scalability needs of Cal OES and stakeholders. Our scaling approach is consistent with and leverages the scaling capabilities of the cloud technology the system is built on. This ability to scale during peak usage is delivered with the solution at no additional cost, even under surge or disaster usage.

Industry and cloud provider best practices and our own experience hosting multi-tenant deployment informs our scaling thresholds. Our experience hosting multiple statewide deployments, including California, uniquely positions us to configure thresholds that scale with the demands of the Cal OES Data Sharing solution. As demand increases due to organic growth, through time, or disasters and high demand events, additional resources are automatically brought online based on automated monitoring and capacity provisioning.

Potential Limitation	How it Scales
Physical onsite hardware and system resources	Our solution leverages our substantial experience deploying IOT devices at scale. The proposed solution requires minimal onsite hardware. Limited processing is performed locally, with substantial processing happening in the cloud where scalability is no concern. We address single points of failure in the hardware by deploying redundant devices at each PSAP so that a failure in one does not impact functionality. No human intervention is required here. Within our cloud infrastructure, system resources scale over time and automatically under load.
Human intervention	The cloud services require no human intervention to maintain SLA availability. Scaling over time and during emergencies happens automatically. When proactive monitoring detects high load, additional resources are automatically brought online to scale as required.
Licensing	Proposed solution has no licensing restrictions and increases and decreases as needed based on demand.
Number of dispatch positions	Proposed solution has no dispatch position restrictions and increases and decreases as needed based on demand.
CAD incidents	Proposed solution's elastic infrastructure is designed to accommodate any increase in CAD events, both over time and during disasters and high-demand events.

Two (2) pages per response:

Narrative Requirement A.0.6: Describe how the data will be sent from the PSAP 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.

Two (2) pages per response:

Bidders Response: The Data Sharing Solution utilizes the existing end-to-end IP network ("NG9-1-1 Trunk") managed by the CA 9-1-1 Branch for any data sent between the PSAP and the solution. The network provided by the agency and Cal OES should provide a physical connection to the local area network. The solution supports client-side data compression like gzip and Brotli to reduce the size of the text-based data that is being transmitted to the host servers in the cloud by 70-90%. This data compression allows us to meet a busy hour bandwidth requirement of 475 calls or less with a 5 Mbps connection and a busy hour of 476 calls or more with a 50 Mbps connection. The Data Portal runs across any customer owned networks including IPv4 and IPv6 networks, already in use in California.

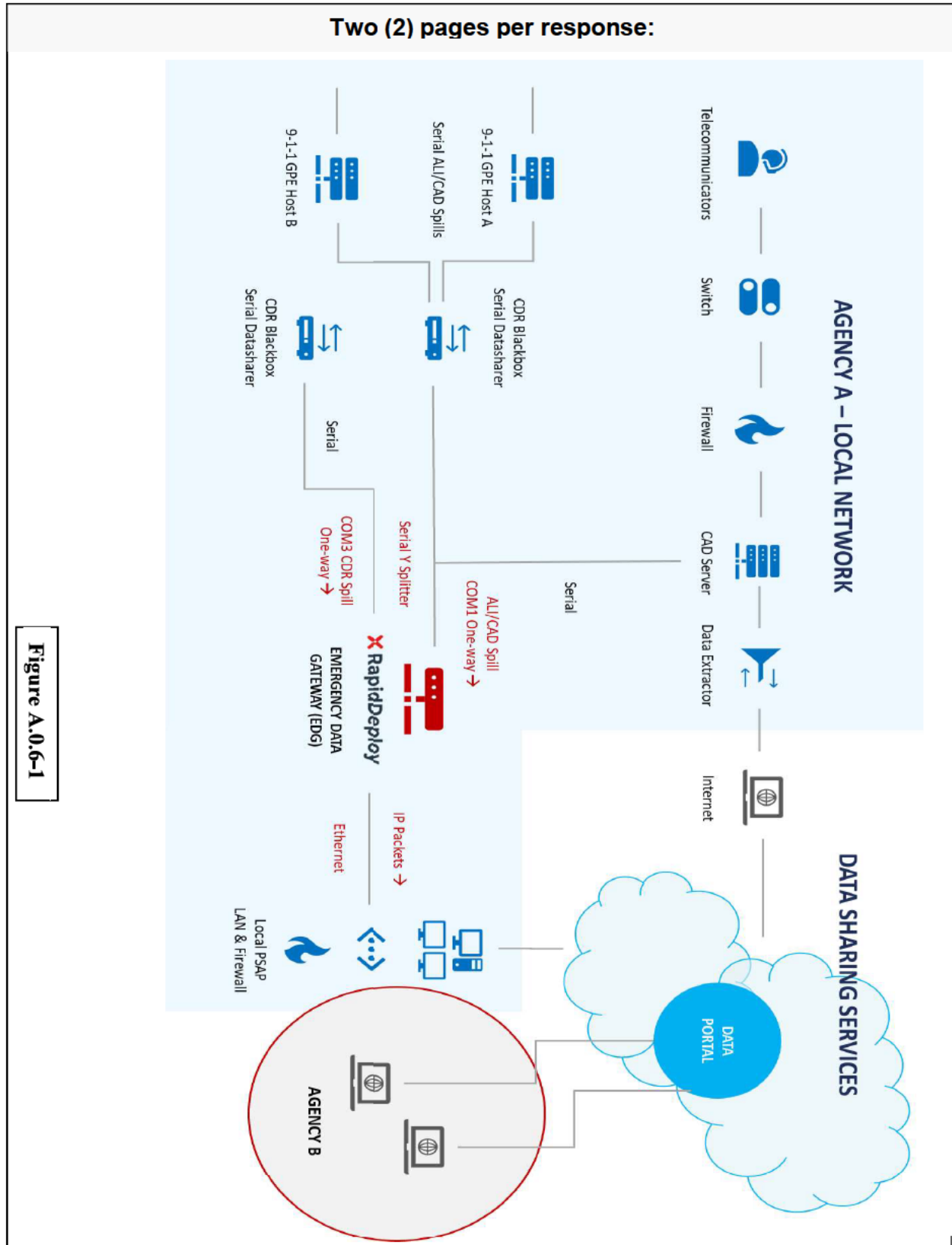
Our Solution will incorporate compression and decompression tools such as gzip and Brotli, aligned with the type of data being transmitted. For streaming data we leverage the .Net System.IO.Compression library and compression tools such as BrotliStream or GzipStream.

Brotli provides a fast decrypt and encrypt time (less CPU) for when speed is of the essence. Brotli:9 is roughly similar with deflate:9 on the Canterbury and web content corpora, but gives a speed increase of 28 % in decoding of enwik8, and a compression ratio increase of 13–21 %. Brotli:11 is significantly faster in compression than zopfli and gives 20–26 % higher compression ratio. gzip provides a higher compression ratio but is slower in encryption and decryption (Less bandwidth transmission). Our CPE-facing Integration Adaptor currently operates on a variety of networks (including the network which supports the State of California's Radius and Text-to-9-1-1 services) and LTE network providers operating IPv4 and IPv6 networks. Legacy and i3 NG9-1-1 CPE solutions utilize a serial connection supported by our CPE Integration Adaptor. The State and/or agency will provision the network and system configurations necessary to enable communications between each Rave Integration Adaptors and CPE(s) targeted for integration.

Data exchanged with the Data Conveyance Platform is sent over TLS 1.3 encrypted connections. The authentication approach used is the open industry standard JSON Web Tokens. JSON Web Token (JWT) is an open standard (RFC 7519) that defines a compact and self-contained way for securely transmitting information between parties as a JSON object. This information can be verified and trusted because it is digitally signed. JWTs can be signed using a secret (with the HMAC algorithm) or a public/private key pair using RSA or ECDSA.

The REST endpoint can consume any payload data type – XML or JSON for example. Once the payload has been sent and processed by the data sharing platform the system will determine which agency or endpoint should receive this data based on defined rules and workflows.

By leveraging the state's existing use of Radius for additional data delivery, data elements will be made available to PSAPs through a web browser, or by taking advantage of the Data Conveyance capabilities provided by the systems to directly integrate with CAD and other stakeholder system.



Two (2) pages per response:

Narrative Requirement A.0.7: 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 for all interfaces implemented to support the service. 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 will access the dashboard monitor, this shall include statistical data, printable reports, and outage notifications with duration.

Two (2) pages per response:

Bidders Response: We have partnered with Global Blue to staff and monitor a primary network operations center (NOC) and unified support center. The combined Technical Operations teams will centrally monitor and proactively alarm, report, manage, and support the Data Sharing system on a 24/7/365 basis. This includes all interfaces installed to support Data Sharing services and initiate contact with PSAP's and the State as anomalies are detected. Incidents will be managed by a fully integrated e-bonded ticket system enabling communications with partners, PSAPs and the State including by telephone, email, automated update notifications, and system status portals/dashboards.

The center utilizes a trouble ticket management system capable of direct integration (aka "e-bonding") with the trouble ticket systems operated by the PNSP and RNSPs, Rave, and RapidDeploy. The ticket management system will be monitored 24 hours a day, 7 days a week, 365 days a year (24/7/365). Authorized Cal OES and PSAP personnel will be able to monitor the service/maintenance issues, account information, and the reporting system.

Monitoring: In order to avoid silent system failures, the solution provides remote monitoring of both EDG devices, services, and API availability through device logs and telemetry sent to the cloud service provider for diagnostics and troubleshooting. Monitoring services watch device activity and send automated alerts for various conditions to the Technical Operations team. Emergency Data Gateway (EDG) heartbeats have a configurable heartbeat cadence which can be as low as 30 seconds. Heartbeats include system health metrics which are analyzed by Technical Operation teams for proactive detection and resolution. These heartbeat metrics are immediately available in the system health dashboard.

Data Sharing API's will include both connectivity monitoring and data traffic monitoring to ensure the API is connected to the target systems and the anticipated level of data is being received and transmitted.

Global Blue DVBE Inc., uses the Autotask CRM platform for a number of existing public safety clients and has successfully developed APIs to CRM platforms. The Autotask system utilizes standard API's that will connect to PNSP, RNSP, Rave, and RapidDeploy CRM systems providing end-to-end tracking from initiation through to resolution.

Autotask CRM provides Ticketing and E-Bonding via API (REST) and webhook functionality. Custom middleware applications (E-Bonding) are designed to manage the push/pull of data in near real time to authorized parties. Custom Reports will be created providing both on- demand and scheduled reporting per outlined SLAs such as Monthly SLA Activity Report and Device Monitoring Report within Autotask to ensure prompt accurate reporting Autotask also provides for Custom Status Dashboards accessible internally and externally with authorization. Monthly we will hold review sessions with CA 9-1-1 Branch and discuss the reports and dashboards, RCAs generated during the month and notification processes for potential adjustments.

Two (2) pages per response:

The Global Blue NOC will initiate incidents automatically based on monitored connectivity or from requests for service by email or phone calls. Tickets will be opened assigned and visible by both Rave and RapidDeploy and each partner will be able to update tickets and resolution in the connected systems providing seamless visibility to all partners, the state, and PSAPs.

All tickets will be visible on the state and PSAP accessible ticket log and statewide status board.

Autotask CRM will automatically generate an email to the state and the affected PSAP upon ticket creation and then provide automatic updates as new information is updated and automatically every 3 hours while the incident ticket is open. The NOC will also notify the State by voice call. Upon resolution, an automated resolution and RCA email will be sent confirming service has been restored and the total downtime.

In the event of any critical or major service issue(s) or outage(s) our NOC will notify the CA 9-1-1 Branch via phone call and email within fifteen (15) minutes of initial report of outage. Additionally, outages will be visible in the eTicketing portal and dashboard available to CA 9-1-1, the PSAPs, PNSP and the RNSP.

Additionally, the NOC will provide follow-up notification as new information becomes available or every four (4) hours, whichever occurs first. Updates will include current status, required data per the requirements and any additional data pertinent to the outage and its resolution

Once the critical or major event is cleared, the NOC will send a final notification of resolution. Other Event Notification. RCA details will be sent as soon as available but in no case longer than 15 business days and all RCA's will be summarized and presented monthly within 10 business days of the month end.

The Autotask system is highly configurable and the notification methods, frequency, and automated reporting can be configured and adjusted over time to optimize the process for notification and communication of resolution and RCA.

Customer Report Dashboard is provided to authorized users for viewing of current tickets, device status/alerts on Dashboards, as well as on-demand reports and/or searches. Data shall include core statistics, printable reports, and outage notifications. Each user authorized is given a login account to the client portal. Various levels of security access are available, including View Only (read access) and Edit (ability to update ticket). Access levels are granted based on location and can be a single PSAP, City, County, Region, or the entire enterprise.

Two (2) pages per response:

Critical Issue	Elements	Method	Time
Initial Notification	Including, not limited to: 1. Outage Extent 2. Affected systems or services 3. Data loss 4. Sequence of events toward resolution 5. Estimated technician arrival 6. Estimated time to resolution	Phone, Email Portal/Dashboard	15 minutes Immediately
Update	Current Status and above	Phone, Email Portal/Dashboard	<4 hours Immediately
Resolution	Resolution Status	Phone, Email Portal/Dashboard	<4 hours Immediately
Root Cause Analysis	Including, not limited to: 1. The above data 2. Action taken for issue resolution 3. Actual time of outage 4. Causation and dependencies	Email Direct Review	<15 Business Days Monthly

Figure A.0.7 -1: CA 9-1-1 Branch, PSAP, PNSP and RNSP Critical Issue Notification

Two (2) pages per response:

Narrative Requirement A.0.8: Describe the deployment plan and implementation schedule. Description shall include timeline needed for development of data sharing services, 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. Describe how the service will perform System Readiness Testing prior to cutover to ensure that the system is installed and operates as defined in SOW and Exhibit A.

Two (2) pages per response:

Bidders Response: Rave and its partners are uniquely positioned to achieve the deployment schedule outlined in the SOW and in A.0.8-2. As described in A.0.3, the first step to implementation is collecting data from stakeholder PSAPs. A survey tool will be utilized to collect this data early in the process in a minimally invasive manner. Survey responses will be collated and reviewed with CA 9-1-1 as a kickoff for the full implementation plan. Additional key implementation factors include:

CPE & CAD Integration – Emergency Data Gateways (EDG) are currently deployed [REDACTED] across the state ingesting CPE data today. PSAPs that don't have an EDG device will be installed to begin data flow. The EDG devices will allow for the collection of local data. Once data is flowing from third parties, our resources will categorize data into common data elements for CPE and EIDO. Once categorized, we will format this against the industry standards for consumption in Data Portal and Data Conveyance. Our technical resources have years of experience with these data standards allowing them to conduct this efficiently.

Radius Mapping - The Data Portal is already deployed via our California-dedicated Radius Mapping instance hosted on Azure for Government cloud infrastructure, delivering Apple, Google, OnStar and Esri content [REDACTED].

Data Sharing – Rave Aware, the Data Conveyance portion of the solution, is a commercially available SaaS product specifically designed to integrate disparate CAD systems to provide data sharing, access permissions, and delivery of select data between agencies. Rave Aware also provides configurable workflows to escalate relevant events and manage cross agency task management processes.

Our approach to statewide and large solution deployments is to first prioritize partnering with Cal OES to tailor our field-proven deployment and testing methodology. This activity includes clarifying assumptions, requirements, and success criteria, establishing a collaborative governance and change management cadence, quickly followed by a reference implementation of the complete solution to vet the tailored process (minimally within the lab, preferably through to agency deployment). Any learnings are incorporated into a cookbook containing the activities and milestones to further scale deployments. The cookbook is thorough, tactical, task-based, and repeatable. Our goal is to accelerate deployment speed and value delivered to each onboarded agency.

During the discovery phase, Rave will work with the State and agency leadership to finalize requirements, confirm assumptions, and ensure that all aspects of customization and configurations are detailed prior to development and delivery.

Figure A.0.8-1 Depicts the expected typical Implementation & Deployment Process for a single agency; however, in practice agencies will progress in parallel as they cross project milestones. A single agency providing the necessary responses and data in a timely manner can complete this process in less than two weeks; 30-days are scheduled as the default elapsed duration to reflect the anticipated typical schedule. Actual time commitment from the agency's leadership is only a matter of hours, split between Steps 2, 2A, 6 and if applicable 8,10, and 12. Technical resource requirements will vary based on the type of CAD integration and the targeted CAD system's level of complexity and available support.

Two (2) pages per response:

While milestones are outlined in sequential order in the Work Breakdown Structure, many of these activities occur in parallel and/or overlap to some degree during the project. Specific activity timelines and durations will be defined in detail in the Project Plan (Schedule) developed and finalized during the Project Initiation phase.

Project tracking and governance instruments include:

- Project tracking daily via online portals for on-demand status reports and updates
- Push and Pull reporting data will be available depending on the best option for the data, audience, and circumstances
- Project meetings will be virtual or hybrid to ensure all vendors and primary state-level stakeholders are able to participate
- Cadence of project meetings will be determined and adjusted as necessary for the project

Critical Path project components will include:

- **Site Survey** –A digital assessment of existing Radius deployments and EDG infrastructure will be completed by the Delivery Team to identify PSAP's already fully configured. PSAP's that are not yet using Radius will be contacted, system access updated, and training scheduled. In the assessment, PSAP's will also be provided with detailed data surveys and configuration information for the Data Sharing implementation (e.g. which data they are willing to share with which agencies, preferred integration method, etc)

- **EDG High Availability configuration** - To achieve the 99.99% uptime specified in the SOW, RapidDeploy's EDG device will be upgraded to a High Availability (HA) configuration at each PSAP, with a second EDG device installed to process CPE call events in a parallel, active/active configuration. The installation of secondary EDG devices at each PSAP will occur over the course of the project, based on hardware and PSAP availability. The existing EDG infrastructure processes CPE call events for all installed PSAPs currently

– *HA setup is not a dependency for PSAP go-live with Radius.*

- **Radius Tenant Access** – Data Portal access will utilize the existing Radius environment deployed across the State. Each PSAP has an existing, dedicated Radius tenant in the RapidDeploy Azure.GOV multi-tenant environment.

- **Data Sharing Testing** – Leveraging the lab and change control process, Rave will provision data sharing as configured by the agency within the platform. PSAPs will work with the team to confirm shared data and permissions are accurate and functioning prior to activation in the live PSAP environment. Importantly, the system supports easy changes to these configurations as agency needs/desires change.

PSAP Staff Training and Transition – Existing Radius users already have accounts in the RapidDeploy Academy (online LMS) and Help Center reference materials. Updates to software, services, data, and user interfaces are presented to PSAP stakeholders via TSBs and the delivery of new and/or updated Help Center articles and by assigning new and/or updated training courses within the Academy. Training completion reports are generated to help track and enforce training compliance. Additional details on the training approach can be found in Section A.0.12 with our approach minimizing any needed transitions since we will leverage existing user interfaces and training

Two (2) pages per response:

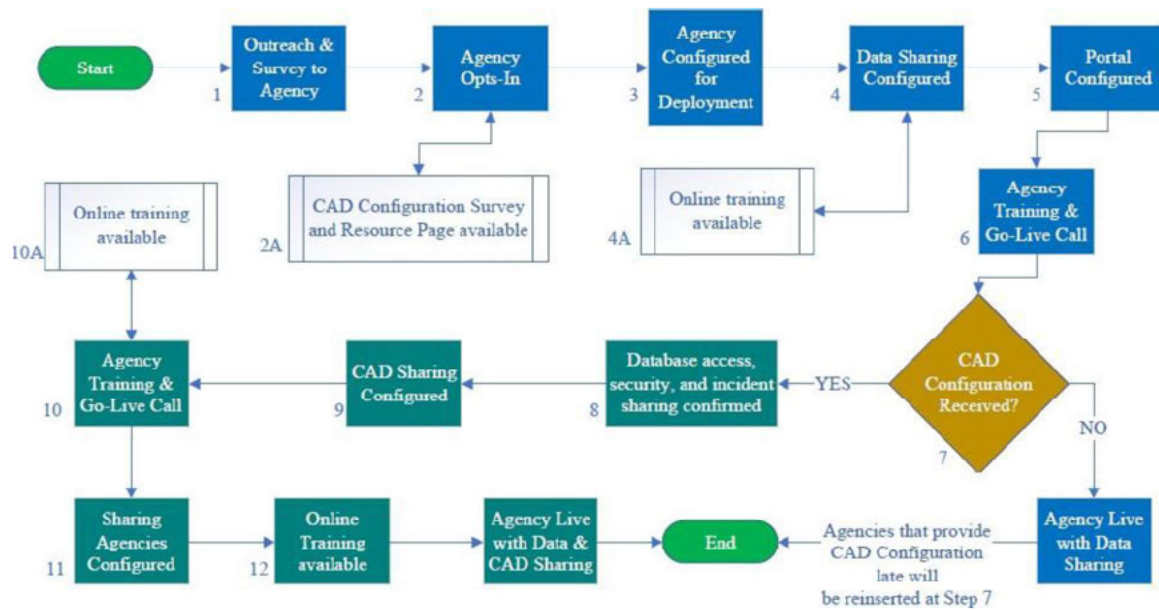


Figure A.0.8-1: Agency Sample Implementation Process Flow

Two (2) pages per response:

Milestone	Days from contract execution
Discovery	1
Deployment Plan Draft sent to Cal OES	45
Data Gathering Site Surveys (DGSS) for 25 PSAPs	60
Equipment Installed Cal OES NG 9-1-1 Lab	90
Validation testing begins	120
DGSS 50 PSAPs	120
Validation testing	150
DGSS 100 PSAPs	150
Deployed to 50 PSAPs	180
DGSS 200 PSAPs	240
Deployed to 100 PSAPs	240
DGSS 300 PSAPs	300
Deployed to 200 PSAPs	300
DGSS 400 PSAPs	360
Deployed to 300 PSAPs	360
DGSS 450 PSAPs	420
Deployed to 400 PSAPs	420
Deployed to 450 PSAPs	480

**Figure A.0.8-2 Timeline based
on current scope/assumptions**

Two (2) pages per response:

Narrative Requirement A.0.9: Describe how the service will provide the ability to share data related to the details of the incident, responding unit, and additional data that can be pulled from other sources that is used to assist the response. Description shall include how PSAPs use both the Data Portal and Data Conveyance/CAD integration to view, modify, and update shared data.

Two (2) pages per response:

Bidders Response: Incident, responding unit, supplemental 9-1-1 call location, and additional data are shared through both the Data Portal and systems integration with our Data Conveyance APIs. These services are used alone or together, depending on the agency's needs, preferences, and the target system's integration capabilities. Data from third-party sources (e.g., OnStar, Google, and Apple) are initially rendered in the state's existing Data Portal where it can be copied into other workstation applications such as Computer Aided Dispatch (CAD). As agency systems evolve to handle additional data, a Conveyance API can be implemented per the State's specification. The solution also provides a means to control data access by establishing role permissions to enforce MOUs between agencies.

[REDACTED]

[REDACTED]

[REDACTED] This eliminates the need to cross-train peer-agencies on each other's terminology and restrict the sharing of sensitive data with external stakeholders.

Data Conveyance & CAD Integration: Some agencies prefer to use their CAD over the solution's Data Portal to view and interact with data from peer agencies. To accomplish this, incident and responder unit data is viewed and updated via the Data Conveyance APIs described in A.0.2. To ensure service continuity, data ownership, and necessary logging, the CAD system is responsible for developing and maintaining integrations with the Data Conveyance API's. Use cases enabled through this integration include:

Situational Awareness: Data Conveyance provides data consumers (CAD or authorized third party systems like PulsePoint) with API's, including GIS layers for map-based systems, to monitor and retrieve incidents meeting their criteria and granted access permissions.

[REDACTED]

Two (2) pages per response:

Sharing Data with Other Systems: Some agencies currently share, or plan to share, incident data with systems beyond CAD and CPE (e.g., PulsePoint, FirstWatch). The solution's flexible egress API allows agencies to send real-time data to those systems, mapped into the required format. By reusing data already known to Data Conveyance, the number of feeds implemented and paid for within any given agency system can be reduced.

Data Portal: Agencies and responders can view and interact with data through our secure, web based Data Portal.

Situational Awareness: 9-1-1 CPE (carrier-sourced) and supplemental (Apple and Google-sourced AML/ELS) caller location is displayed on the Portal map. This map is supplemented by available CAD incident, AVL, and other additional data enabled per the user's data access rights. These data layers can be toggled on and off as needed. Users can search for active incidents or incidents closed in the previous 24 hours. Searches are executed across authorized peer agencies by ID or keyword, with drill-in for additional detail. Layers outlining agency boundaries or display live traffic/weather can be made available.

Other ESRI compatible service layers can be configured for an agency according to their needs. Rave will assist agencies with layer configuration to achieve performance and compatibility. Rave further enhances situational awareness by sourcing data from other solutions and partner relationships. Examples include active geo-targeted alerts from the NG9-1-1 Alert and Warning System, Smart911 profiles, and caller data provided via our Apple, Google, and OnStar strategic partnerships. This partner ecosystem will continue to grow as additional public safety data is made available. We do not charge partners to present data to public safety agencies, nor do we charge client agencies to access this data.

Transfers and Inter-Agency Messaging: A telecommunicator at Agency A seeking to transfer a CAD incident can use the Data Portal's chat function to highlight the event and communicate critical information. Alternatively, they can transfer the call to Agency B with the Data Portal's interface. Telecommunicators at Agency B can search for the incident within the Data Portal and copy or otherwise enter the data into their own CAD system.

Requests for Service: As per MoU, from within the Data Portal a telecommunicator at Agency A can select a responder unit at Agency B and request dispatch of the resource to a specific incident. Alternatively, telecommunicator A can open an Inter-Agency chat to make a non-specific request for service (mutual aid support). In both cases the Data Portal indicates Agency B's acceptance of the incident to Agency A.



Two (2) pages per response:

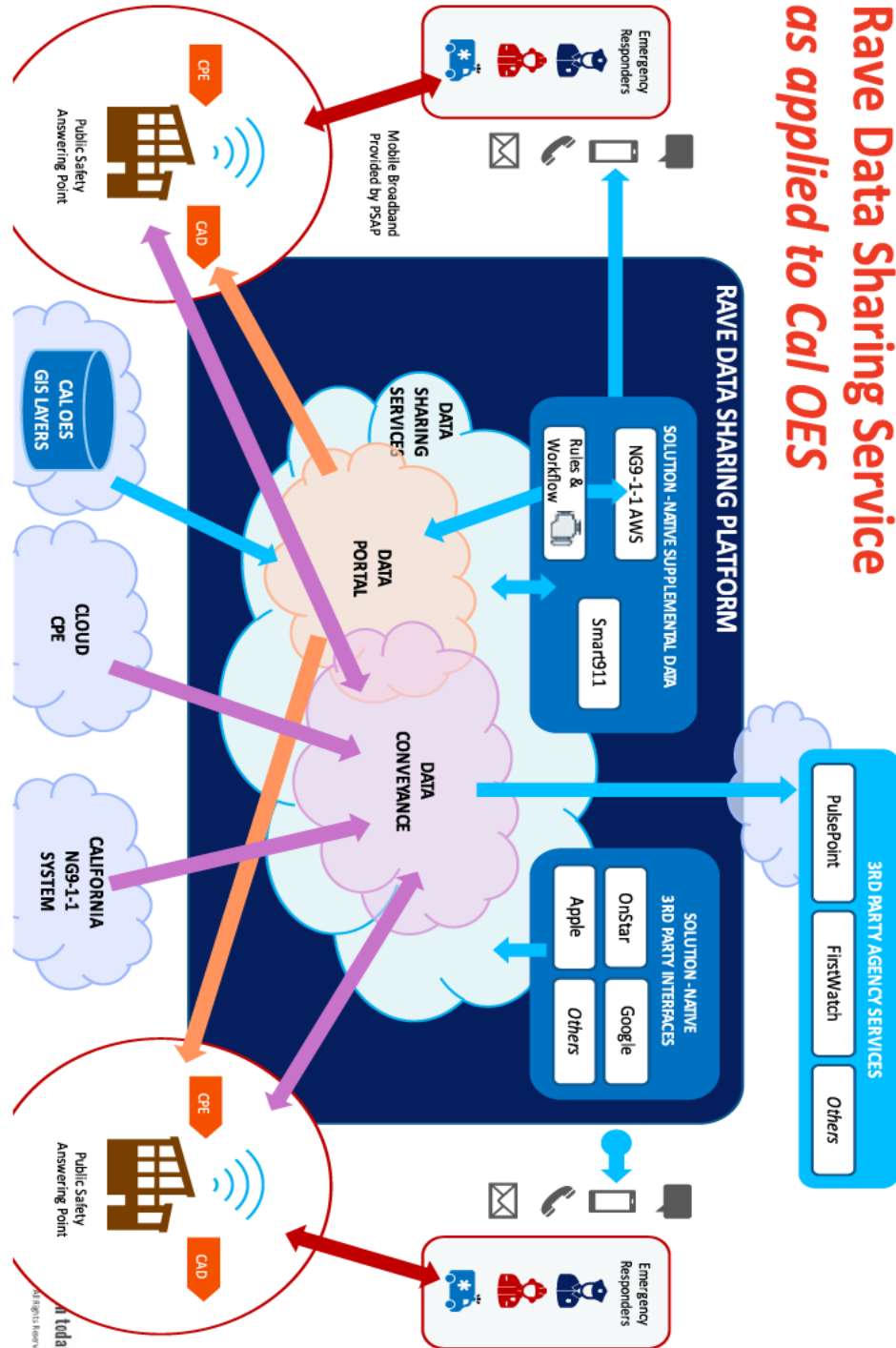


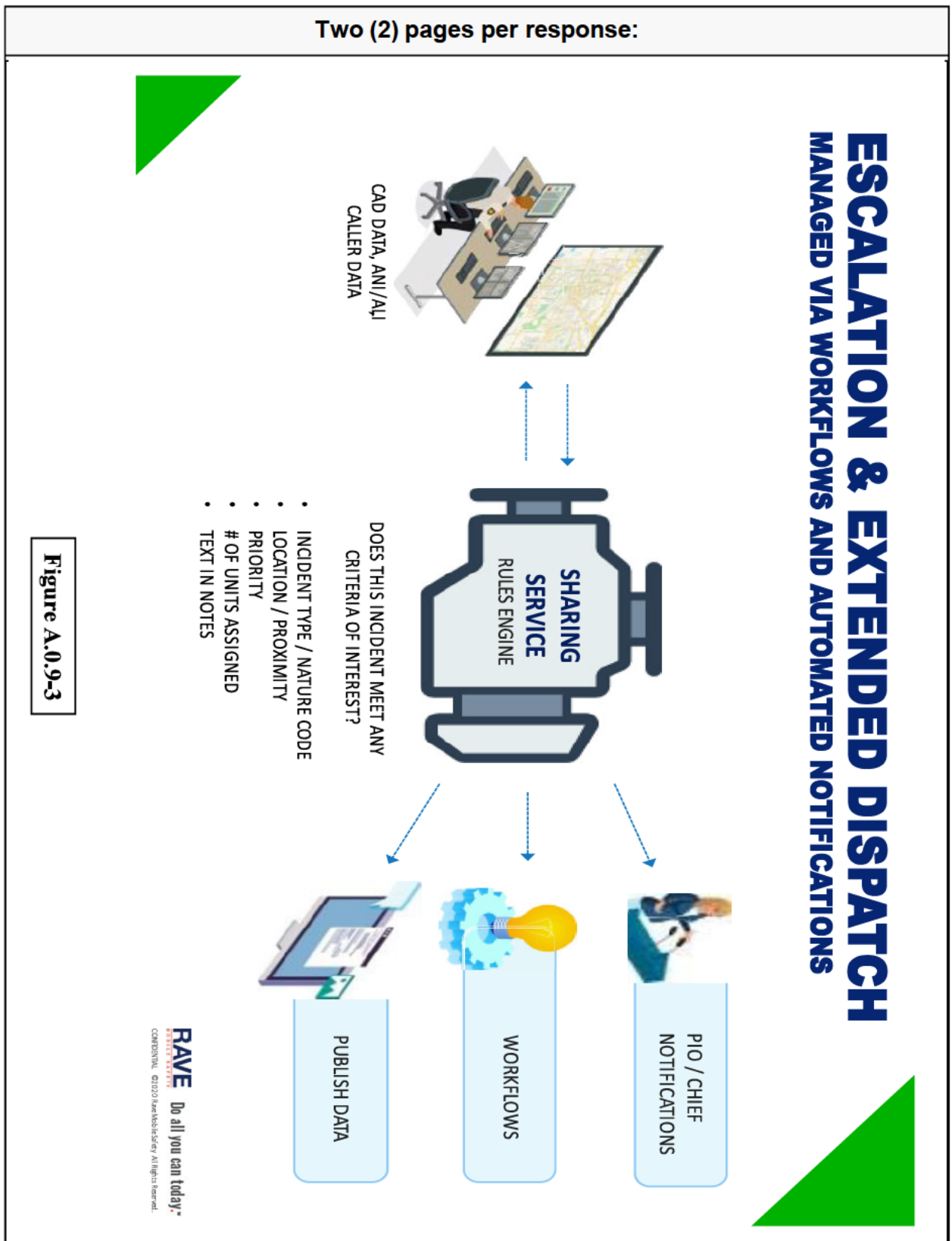
Figure A.0.9-1

Two (2) pages per response:



Figure A.0.9-2

RAVE Do all you can today.
PROTECT. PREVENT. PREPARE.



Two (2) pages per response:

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.

Two (2) pages per response:

Bidders Response: The service provider operates and deploys platform updates using a Continuous Integration and Continuous Deployment (CI/CD) methodology, gated to production, which publishes system updates into an active application. This reduces system downtime and increases stability within the application, not to mention the ability to respond to any service disruptions quickly. The service provider develops software following the agile methodology where security updates, bug fixes, and new features are prioritized and development resources are deployed in agile sprints typically 2-4 weeks in length. Critical security features and bug fixes can be deployed within days or even hours with less critical updates typically deployed monthly with new features and functionality deployed monthly or quarterly as part of the system's evergreen support and the CA 9-1-1 Branch Change Board process.

Change Management Plan

In collaboration with the state, we will leverage the Cal OES lab and established testing process. New software releases are first tested by our development and QA teams during and at the conclusion of each sprint. The Sprint Testing phase exercises new features and functions delivered in each sprint and/or bug fixes. A release schedule will be shared with the State to establish a resource plan for client led test activities. The release schedule will be communicated to the state via regular updates and reporting. Technical Service Bulletins (TSBs) will be provided to CA 9-1-1 Branch and PSAPs for all updates, patches, or bug fixes as per the CA 9-1-1 Branch Change Board process.

User Testing

At the discretion of the CA 9-1-1 Branch, users will be coordinated for testing configurations, Client data and solution readiness. TSBs are provided to support the creation of test scenarios. Testers will create documentation of test results covering key areas including User Interface, Data Collection, and User Permissions. Testers will submit any observed defects to the support team and share any additional test results with their CSM and the appropriate Client stakeholders, as needed. No software updates or patches will be deployed to the PSAPs prior to completion of testing and approval via 9-1-1 Change Board. Approved updates will be deployed within 14 calendar days. PSAPs that are new, have just completed a 9-1-1 CPE system upgrade, CAD Upgrade, or a PSAP that has made changes to their 9-1-1 equipment that impacts data sharing capabilities, will go through the same acceptance testing process.

Cal OES Responsibilities:

- Establishing workstations/browser and network access for running test scenarios.
- Maintaining user accounts within the test tenant for test resources.
- Submitting all defects to support and for providing any additional feedback to the assigned CSM
- Deploy new releases as made available for production use, per the schedule, unless a mutually agreed Severity 1 issue is present.

Two (2) pages per response

Through our SaaS delivery model, we maintain a single and unified codebase for all our customers with new features and capabilities feature flagged for activation upon user acceptance. Upgrades and new features are deployed on a scheduled and ongoing basis, in collaboration with Cal OES and local stakeholders. If a new feature is not desired for Cal OES or any of the PSAPs, the flag for the feature can be set to disable rather than executing a roll back of code. Each formal release is based on versioned components—each of which are rolled individually back if deemed necessary. Rave uses Terraform to manage our cloud infrastructure. Terraform is infrastructure as code and reduces mistakes made by humans when they “hand” set-up services within AWS. Terraform makes it easy to deploy and if needed roll back changes that are made including changes to API’s in API Gateway and Lambda code changes.

Another important consideration for the solution is the upgrading of local CAD and CPE systems. Each year, a significant portion of PSAPs will upgrade their CAD and/or CPE. The “hub and spoke” model of integration reduces the impact on other PSAPs that is typically associated with point-to-point integration models when one system is upgraded. Instead of needing to re-establishing point-to-point connections with multiple partners, the upgrading agency need only update their integration with Rave in order to re-establish full functionality. Additionally, the configurable APIs and data sharing permissions allow a PSAP to run both integrations in production for testing. The PSAP simply elects to not share data from the system undergoing testing until they are confident in the configuration.

Additional Rave Responsibilities include:

- Annual report to the CA 9-1-1 Branch that documents the maintenance, hardware, software, and firmware updates that have been completed to ensure the services can be supported.
- The solution will adopt new industry standards including NENA i3 based on the change board process described above. Finalized standards will be implemented in the solution within 6 months of publication.

Two (2) pages per response:

Narrative Requirement A.0.11: Describe how the service will gather supplemental data, CAD data, and other third party data when they are unwilling to participate. Description shall include how the Data Sharing solution will gather the data needed if a particular CPE CDR format and CAD format doesn't provide all necessary data or if the data is not in the format expected. The description shall include any assumptions, costs, or interfaces needed to support gathering data needed to complete the requirements in the SOW and Exhibit A.

Bidders Response: Per the requirements, gathered data may be sourced by *third party providers* (e.g., OnStar, Google, Apple) or *agency systems* (e.g., CAD, CPE). Rave continuously evolves and applies process and technology-based strategies to mitigate unwilling participants and risks to implementation success and budget.

38 of 46

Two (2) pages per response:

are kept to the bare minimum. Missing critical data fields are identified and reported to Cal OES representatives. Configurations for the handling of missing fields are implemented once remedied. Feeds containing more than the minimum dataset provide for richer data. For example, basic data fields like location, nature code, and responding agency are required for minimal CAD incident awareness. Access to extended information such as responder vehicle location and status improves decision making and response.

When *publishing data* to systems, Rave exposes data in standards-based protocols and formats (e.g. EIDO). To facilitate integration, Rave can supplement our output with format mapping and value translations to lessen the gap between a published standard and the recipient vendor's proprietary format. Additional mitigation strategies include configuring the target-system's mapping function to retrieve map layer(s) containing incident data collected by the Data Sharing Platform from collaborating agencies.

As detailed in our response to A.0.9, agencies may use the Data Portal to address gaps in a target system's integration capabilities. The Data Portal delivers intra- and cross-agency situational awareness by displaying data from collaborating agencies, CPE, and additional data sources. Agencies can collaborate via the Data Portal's Inter-Agency Chat. Through Chat, mutual aid is coordinated by passing incident data, requesting, and responding to resources requests, and acting as a communications channel throughout the course of an incident.

Assumptions:

- The Supplier will support integrations and data based on availability, contractual obligations, and California laws and regulations.
 - Network and application-level security and configuration settings may need to be provisioned to grant Rave Data Conveyance required systems and data access.
 - Supplier is not responsible for degraded or impeded interfaces due to third parties knowingly or unknowingly deprecating or changing integrations achieved via approaches described in A.0.11. Rave will report and attempt to independently remedy such change.
- Assumptions documented in our response to A.0.2 are also relevant to this section

Costs: The supplier seeks to fulfill the Cal OES goal of minimizing incremental cost by implementing standards-based interfaces and applying the described approaches. Should a target system require interface or application development outside the scope of the SOW and referenced Exhibits, the Supplier will leverage the change control process and interface development costs in the cost worksheet.

Interfaces: Narrative A.0.2 details our technology expectations and capabilities related to interfacing with agency and NG9-1-1 Core Services technologies.

Two (2) pages per response:

Benefit of Rave Data Sharing Integration Approach

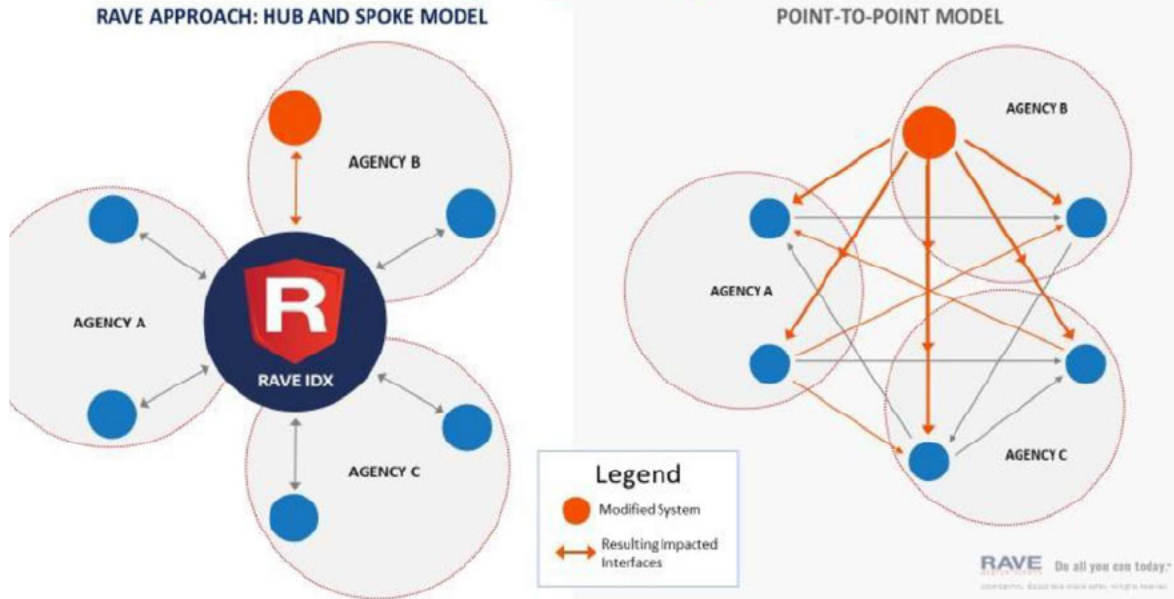


Figure A.0.11-1

Two (2) pages per response:

Narrative Requirement A.0.12: Describe how the Training plan will be developed, validated and implemented to support the Data Sharing Services. Description shall include the timeline needed for development, testing and implementation of the training needed to support the SOW and Exhibit A. Description shall include how the training will be tailored to meet the needs of PSAPs and CalOES.

Two (2) pages per response:

Bidders Response: Our easy to use and intuitive platform simplifies training for PSAPs, enabling them to routinely train and deploy new features, functionality, and data, simply and easily. Our project teams have demonstrated this recently by successfully completing three new feature deployments and associated trainings statewide in California via RapidDeploy. This includes a re-design of Radius, the deployment of OnStar crash data, and statewide 2-way SMS Chat. Additionally Rave Mobile Safety has developed and deployed training programs for Statewide deployments in Oklahoma, Iowa, Delaware, and Louisiana among others.

As new features and functionality are deployed over the course of this project, Rave and RapidDeploy will coordinate the development and communication of updates and training availability across CA PSAPs, using a mix of methods and tools (described below) to promote awareness and make training readily available 24x7 and easily accessible for all PSAP users.

Importantly, as the proposed solution is an extension of the State's existing solutions via RapidDeploy and Rave, many course materials already exist and are in use today in California. Within 2 weeks of go-live, we will deliver a comprehensive training program that provides users with the skills necessary to operate all features of the system. A mutually agreed to schedule at the PSAP level and a combination of onsite and remote training will allow for greatest flexibility for PSAP personnel. Training will be focused on both end users and administrators to make sure both standard functions of the system are well understood and to facilitate simple troubleshooting and problem reporting should there be an issue.

Our proven best practices for statewide deployments and feature updates combine recurring live, instructor-led training sessions and self-paced, on-demand training courses via our online learning management system (LMS), which provides a 24/7 learning environment, including certificates of completion for training records and compliance reporting. Our dedicated Customer Success Manager and Training Specialist advise and educate PSAPs throughout the training process, leveraging the full capabilities of the LMS while also making virtual, instructor-led training sessions available to PSAP personnel on a recurring basis. Training for onboarding PSAPs users and admins is available early in the project timetable to equip new users of the solution.

Our teams are already successfully managing training environments for the State's solutions. For example, RapidDeploy has delivered Radius end-user training via live webinars and the Academy to over 5,300 users in the State of California over the last 18 months. Since training is available on a 24/7 basis, we've simplified new employee onboarding, and enabled existing users to stay up-to-date anytime refresher training is needed. Reference materials and "how-to" guides are also available via the solution Help Center, accessible directly from within the platform as an on-demand catalog to support on-going usage of the product and answer FAQs. California PSAP users are already trained on these core data portal capabilities, which will in turn allow us to revise and reduce overall training scope by upwards of 60%.

The delivery of training will be tailored to each PSAP's needs via a blend of regular cadence calls, live webinars, user groups, video-based LMS training courses, and other methods

Two (2) pages per response:

mutually agreed upon with the State for maximum efficiency and accountability. Our approach is to use a 3-phase approach of: ***Planning, Execution, and Demonstration of Value***. The team will deliver a tailored training experience to ensure PSAPs receive an overview and training information focused on the objective of demonstrating value and on successful and efficient data sharing.

We leverage the Kirkpatrick Method for Training Evaluation as a framework for our training curriculum. The four levels of this Evaluation Method are:

- **Reaction** – The degree to which participants find the training favorable, engaging, and relevant to their jobs. This will be a key motivation for the training – to ensure that each user has buy-in *prior to* training. The participants will need to understand how Rave Aware is relevant to their role and the importance of this technology as it pertains to response times across jurisdictions.
- **Learning** – This is defined as the degree to which participants acquire the intended knowledge, skills, attitude, confidence, and commitment based on their participation during the training sessions. The trainer will ensure that throughout the sessions, the trainees will stay engaged and each user's motivation to learn remains high.
- **Behavior** – The level at which participants apply the knowledge learning during training when they walk out of the classroom. These key behaviors need consistent reinforcement to ensure that targeted outcomes are met and that the trainer will monitor and encourage users during the training.
- **Results** – The level to which targeted outcomes occur as a result of the training and the support of the rollout of Rave Aware. The clarity surrounding training results needs to be global (or statewide) to ensure sustained success. Rave will ensure that critical behaviors are on track to create a positive impact on the desired results.

Our dedicated training teams will use this method to secure, absorb, and utilize feedback from Cal OES and PSAPs that have been through the training to make the customizations and training material fit the real-world business needs of PSAP data sharing and data collaboration. Throughout the rollout process, the plan and its results will be continually evaluated to better understand any business challenges each PSAP will face, assure that 9-1-1 call takers are accepting of the product, and to assess and continuously improve the training based on experience and direct feedback. Courseware development and delivery will be tracked along with all other critical path project tasks. Through disciplined assessment and evaluation of training outcomes and other feedback from learners, the plan can be adjusted to help steer users to success and will focus on getting ahead of the training or process issues before they reduce the impact of this initiative.

Two (2) pages per response:

Narrative Requirement A.0.13: 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.

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Bidders Response: We understand the continuous evolution of cyber security threats and recognize that the current requirements and our existing capabilities will also need to adapt to the ongoing changing risks. We partner with Microsoft globally, [REDACTED] and follow the developing work on standards and best practices from The State of California's Cyber Security Integration Center (Cal-CSIC) and the Wildfire Threat Forecast and Threat Intelligence Center. Strategy for our cybersecurity operations focuses on adopting controls that comply with the NENA i3 standards from frameworks:

1. NIST SP 800-53 Moderate Impact Baseline
2. FedRAMP for SaaS
3. Criminal Justice Information Services Security Policy 5.9
4. Center for Internet Security Critical Security Controls
5. OWASP Developer Guidance

Our security teams are led by Director of Information Security, John Mauro CISSP, CEH, CISM, CBCLA, and have extensive experience with third-party security audits including network architecture, vulnerability scans of infrastructure and web applications. In addition, we conduct annual penetration testing leveraging industry best practices and methodologies for penetration testing, such as the OWASP Guide/OWASP Top 10, Open Source Security Testing Methodology Manual OSSTMM and National Institute for Standards and Technology NIST. Our current auditor is also SANS/GIAC Certified Web Application Penetration Testers. These methodologies and certificated training ensure a complete and consistent approach to the assessment. All findings are reviewed internally via a formal process and improvements to processes, procedures, and technology are scheduled and implemented based on the recommendations. In addition to internal audits, solution will be subject to independent, third-party security audits at the discretion and direction of Cal OES. Our solution complies with NENA i3 security standards and industry best practices. The following highlights key areas of compliancy.

Enterprise Risk Management: Our team has implemented an Enterprise Risk Management Program that is overseen by the senior executive team with the appropriate C-level executive accountable for their assigned risk factor(s). The program identifies, assess and address reasonably foreseeable internal and external risk. Risk is categorized into risk types that include strategic, financial, reputational, operational, resilience, health and safety, cybersecurity, and compliance. Risk factors are assessed using industry standard processes and tracked using a risk registry. The process consists of five steps, identify, analyze, evaluate, treat, monitor, and report.

Security Policies, Standards and Procedures: We have comprehensive information security policies in place that codify the high-level requirements for protecting information systems and information assets and ensure confidentiality, integrity, and availability of data. The policies address our legal, regulatory and contractual obligations and map to best practices such as NIST Cybersecurity Framework. Standards support specific policy requirements where appropriate to prevent or mitigate cyber security attacks by setting the minimum standard required to protect the systems and/or data. Procedures are documented that incorporate the policy requirements. The procedures ensure that departments comply with our policies and

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standards. [REDACTED]

Information Classification and Protection: We classify information based on its criticality, sensitivity, and regulatory requirements. Data owners and custodians are responsible for ensuring the data under their care is properly protected. Customer data is classified as the most restricted. Protective measures include strict access controls based on roles, secure configuration of systems, encryption using AES-256 and FIPS 140-2, ensuring data remains encrypted at all time and is only accessible by authorized users. Encryption key management is handled using cloud service providers vetted services.

[REDACTED] Infrastructure is hardened in accordance with CJIS policy and in line with the Federal Risk and Authorization Management Program (FedRAMP) Moderate Impact level as denoted in NIST 800-53. Virtual machines and container images leverage Center for Internet Security benchmarked images, hardening guides are applied where hardened images are unavailable, and the effectiveness of their consistent application is regularly tested. Network segmentation and security grouping is extensively used to control and restrict access. Endpoint detection and response (EDR) capability is in place and is compliant with the MITRE Corporation's Adversarial Tactics, Techniques, and Common Knowledge (ATT&CK) framework. EDR capabilities are managed 24/7/365 and automation playbooks have been developed to bring incident response at machine speed to adversarial operations.

Continuous Vulnerability Management: Vulnerability management is incorporated throughout the SDLC (Software Development Life Cycle). [REDACTED]

[REDACTED] Rave addresses application vulnerability management in a similar manner. Application code developed and dependencies in third-party code are scanned for vulnerabilities using security tools that are integrated into CI/CD pipeline. Vulnerabilities are reviewed by a cross-functional team composed of IT, Security, and Development. Additionally, annual penetration tests are performed by independent 3rd party security firms.