

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

A261018324

PURCHASING AUTHORITY NUMBER (If Applicable)

GOES-0690

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

The Rand Corporation

2. The term of this Agreement is:

START DATE

July 20, 2026, or upon approval, whichever is later,

THROUGH END DATE

August 31, 2027

3. The maximum amount of this Agreement is:

\$2,000,000.00

Two Million Dollars and Zero Cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

| Exhibits |             | Title                                | Pages |
|----------|-------------|--------------------------------------|-------|
|          | Exhibit A   | Statement of Work (SOW)              | 15    |
|          | Exhibit B   | Budget Detail and Payment Provisions | 2     |
|          | Exhibit B-1 | Cost Sheet                           | 1     |
| +        | Exhibit C * | General Terms and Conditions         | 1     |
| -        |             |                                      |       |
| +        | Exhibit D   | Additional Provisions                | 4     |
| -        |             |                                      |       |

Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

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

The Rand Corporation

CONTRACTOR BUSINESS ADDRESS

1776 Main Street

CITY

Santa Monica

STATE

CA

ZIP

90401

PRINTED NAME OF PERSON SIGNING

Emily Palumbo

TITLE

Director of Contract and Grant Services

CONTRACTOR AUTHORIZED SIGNATURE

DocuSigned by:

Emily Palumbo

1394068BA857404...

DATE SIGNED

8/6/2026

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES  
**STANDARD AGREEMENT**  
STD 213 (Rev. 04/2020)

|                                |                                                          |
|--------------------------------|----------------------------------------------------------|
| AGREEMENT NUMBER<br>A261018324 | PURCHASING AUTHORITY NUMBER (If Applicable)<br>GOES-0690 |
|--------------------------------|----------------------------------------------------------|

STATE OF CALIFORNIA

|                                                                                                                               |                                                     |                                                                         |              |
|-------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|-------------------------------------------------------------------------|--------------|
| CONTRACTING AGENCY NAME<br>California Governor's Office of Emergency Services (Cal OES)                                       |                                                     |                                                                         |              |
| CONTRACTING AGENCY ADDRESS<br>3650 Schriever Avenue                                                                           | CITY<br>Mather                                      | STATE<br>CA                                                             | ZIP<br>95655 |
| PRINTED NAME OF PERSON SIGNING<br>Eric Swanson                                                                                | TITLE<br>Deputy Director, Finance & Logistics Admin |                                                                         |              |
| CONTRACTING AGENCY AUTHORIZED SIGNATURE<br><div><div>DocuSigned by:<br/>Eric Swanson</div><div>282416AD40C14F5...</div></div> | DATE SIGNED<br>8/6/2026                             |                                                                         |              |
| CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL                                                                            |                                                     | EXEMPTION (If Applicable)<br>Exempt by Government Code section 53121.1. |              |

**EXHIBIT A**  
**STATEMENT OF WORK (SOW)**

**INDEPENDENT TECHNICAL EVALUATION OF**  
**THE CALIFORNIA NEXT GENERATION 9-1-1 PROJECT**

**1. Overview and Purpose**

The California Governor’s Office of Emergency Services, hereinafter referred to as “Cal OES” or “State” or “office”, requires The Rand Corporation, hereinafter referred to as “Contractor”, to conduct an independent technical evaluation of the California Next Generation 9-1-1 (NG9-1-1) project. The evaluation shall identify and assess the State’s options for delivering reliable NG9-1-1 services and shall provide recommendations consistent with the requirements set forth in Government Code section 53121.1.

This SOW does not establish a plan for a long-term NG9-1-1 system or require a particular procurement for NG9-1-1 services. The technical evaluation is intended to be an informative assessment that can be used by Cal OES, the State 9-1-1 Advisory Board, the chairpersons of the relevant policy committees and budget subcommittees of the Legislature, the Joint Legislative Budget Committee, and the Legislative Analyst’s Office for future decisions about implementing a long-term solution to the provision of NG9-1-1 services.

**2. Definitions**

| TERM                               | DEFINITION                                                                                                       |
|------------------------------------|------------------------------------------------------------------------------------------------------------------|
| Cal OES / State / office           | The California Governor’s Office of Emergency Services                                                           |
| PSC                                | Public Safety Communications                                                                                     |
| Independent Evaluator / Contractor | The Rand Corporation                                                                                             |
| NG9-1-1                            | Next Generation 9-1-1 services and related network, call delivery, location, text, and core service capabilities |
| PSAP                               | Public Safety Answering Point                                                                                    |

| TERM               | DEFINITION                                                                                                                                                                                                                                                                                                                                                                              |
|--------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Regional Network   | The approach for the Next Generation 9-1-1 system developed under the contracts entered into by the office in 2019 with regional network providers and a statewide backup, also known as prime provider, in which a single public safety answering point is connected to both the regional provider and the statewide provider at the same time                                         |
| Preliminary Report | The initial evaluation and preliminary report, including near-term capability and procurement recommendations, due to the office, the State 9-1-1 Advisory Board, the chairpersons of the relevant policy committees and budget subcommittees of the Legislature, the Joint Legislative Budget Committee and the Legislative Analyst's Office on or before December 15, 2026.           |
| Final Report       | The final evaluation and report addressing all of the requirements stated in Government Code section 53121.1, subdivision (b), due to the office, the State 9-1-1 Advisory Board, the chairpersons of the relevant policy committees and budget subcommittees of the Legislature, the Joint Legislative Budget Committee and the Legislative Analyst's Office on or before May 1, 2027. |

### 3. Contractor Eligibility and Independence

The Contractor shall be a qualified, independent contractor capable of performing the technical evaluation required by this SOW. The Contractor shall have no other financial interest in the State NG9-1-1 project or system that would impair, or appear to impair, the independence of the evaluation.

The Contractor, its parent companies, subsidiaries, affiliates, subcontractors, principals, officers, and employees shall not have any direct or indirect financial, contractual, organizational, advisory or personal relationship with any vendor providing products or services to the State for NG9-1-1 services or any former employee of Cal OES' California 9-1-1 Emergency Communications Branch (CA 9-1-1 Branch) or a former employee whose responsibilities included the management and/or operation of the CA 9-1-1 Branch. Any such relationship shall be deemed a conflict of interest that impairs, or reasonably appears to impair, the

Contractor's independence in performing the technical evaluation. For purposes of this requirement, prohibited relationships include but are not limited to: 1) Existing or recent (within the past three years) contracts, subcontracts, or consulting arrangements with any current State NG9-1-1 vendor; 2) Financial interests, investment holdings, or revenue streams tied to State NG9-1-1 current vendors or their affiliates; 3) Advisory, product development, marketing, or strategic support work for any current State NG9-1-1 vendor; and 4) Any arrangement or relationship with State NG9-1-1 vendors that could compromise the integrity of the evaluation or future procurements.

The Contractor shall immediately disclose any actual, potential, or perceived conflict of interest, including any new or previously undisclosed relationship with a current vendor. The Contractor agrees to include in its preliminary report and final report, all contacts or attempted contact with current State NG9-1-1 vendors that fall outside the scope of this SOW.

Upon determination by Cal OES that a conflict of interest exists, Cal OES may require mitigation, impose restrictions, or terminate the contract if the conflict cannot be adequately resolved. The Contractor acknowledges that failure to comply with this prohibition may violate Government Code section 53121.1 and the Public Contract Code.

Before contract execution and upon request during performance, the Contractor shall disclose relationships, contracts, subcontracts, financial interests, or organizational affiliations that could reasonably be perceived as creating a conflict with the independent technical evaluation of the State's NG9-1-1 network. The Contractor shall promptly notify the office of any change in circumstances that may affect independence.

#### **4. Contractor Qualifications**

The Contractor shall be a qualified independent evaluator with demonstrated expertise in the design, implementation, evaluation, or oversight of NG9-1-1 systems. At a minimum, the Contractor shall possess:

- A. Documented professional experience with legacy 9-1-1 and NG9-1-1 system architecture, including Emergency Services IP Networks (ESInets), call routing, location-based services, core services, and interoperability requirements;
- B. Working knowledge of and experience applying the most recent National Emergency Number Association (NENA) standards, guidelines, technical

specifications, and recommended best practices relevant to NG9-1-1 planning, deployment, and operations;

- C. Experience evaluating large-scale public safety communications systems, including technical, operational, resiliency, redundancy, and transition considerations;
- D. Sufficient technical expertise to conduct the evaluation required in this Statement of Work without reliance on subcontractors or entities whose involvement may compromise independence.

## **5. Period of Performance and Required Report Dates**

- A. The period of performance for the Agreement shall be July 20, 2026, or upon approval, whichever is later, through August 31, 2027.
- B. The Contractor shall not be authorized to deliver or commence the performance of services as described in this SOW until the Agreement has been approved. Any delivery or performance of service that is commenced prior to the approval of the Agreement shall be considered voluntary on the part of the Contractor and non-compensable.
- C. Preliminary Report: The Contractor shall provide an initial evaluation and preliminary report, including near-term capability and procurement recommendations, on or before December 15, 2026.
- D. Final Report: The Contractor shall provide the final report, including all elements required by Government Code section 53121.1, subdivision (b), on or before May 1, 2027. Any contract term, amendment, or administrative schedule shall preserve the required preliminary and final report dates unless the controlling law or agreement is later modified.

## **6. Budgeted Amount**

The initial award of this Agreement shall not exceed \$2,000,000.00 and there is no obligation on Cal OES' part to utilize the entire amount. The \$2,000,000.00 is the maximum statutorily allowable amount that can be paid out on this contract. Contractor understands and agrees that the independent technical evaluation, including the preliminary and final reports, must be included in that amount. The office has no authority to exceed the \$2,000,000.00 spending limit.

## **7. Required Assistance, Access, and Points of Contact**

Pursuant to Government Code section 53121.1, subdivision (c), Cal OES, State 9-1-1 system network vendors, the State 9-1-1 Advisory Board, and PSAPs shall provide the Contractor with requested assistance, including data and other information relevant to the evaluation.

- A. The office, the State 9-1-1 Advisory Board, and public safety answering points shall provide the independent evaluator with any requested assistance within three (3) business days of the request unless the Contractor agrees to extend the period of time.

Contractor shall submit all requests for information or assistance in writing. If the Office, the State 9-1-1 Advisory Board, or any Public Safety Answering Point requires an extension of the three (3) business day response period, it shall submit a written request for an extension to the Contractor at any time prior to the expiration of that period. Upon receipt of an extension request, the Contractor shall respond in writing as soon as practicable, but no later than twenty-four (24) hours after the request is made, indicating whether the requested extension is acceptable and specifying the agreed-upon duration of any such extension.

- B. PSAPs and the State 9-1-1 Advisory Board shall provide requested assistance to the best of their ability.
- C. Cal OES shall provide the Contractor with a primary point of contact who shall be responsible for facilitating communications between the office and the Contractor, and with key stakeholders, including, but not limited to state's primary points of contact at PSAPs, 9-1-1 system network vendors, including originating service providers, legacy 9-1-1 system providers, and NG9-1-1 systems service providers, and the State 9-1-1 Advisory Board.
- D. The Contractor shall document material delays, inability to obtain necessary information, or unavailability of information for the evaluation.

## **8. Scope of Independent Technical Evaluation**

The Contractor shall conduct an independent technical evaluation of the NG9-1-1 project. The evaluation shall be limited to the following required areas.

- A. The independent technical evaluation shall do all of the following:

- 1) Describe the state's options for delivering reliable NG9-1-1 system services to the state and the strengths and weaknesses of each option, which shall include, but not be limited to, explanations of all of the following:
  - i. How each option might impact public safety answering points both during and after transition.
  - ii. How each option would respond to or resolve problems encountered to date, including interoperability challenges.
  - iii. How each option would affect the length of time to decommission the legacy 9-1-1 system.
  - iv. The redundancy, resiliency, privacy, and security of each option.
- 2) Identify the recommended option to deliver cost-effective, safe, and reliable NG9-1-1 system services to the state and describe why that option is the best option. This evaluation shall include a description of the system architecture and optimal organization of contracted services required for the option.
- 3) With regard to at least one option, assess whether the regional network can deliver a reliable NG9-1-1 system, and, if not, describe why the regional network cannot deliver a reliable system.
- 4) Assess the best method for providing redundancy that preserves cost-effective, safe, and reliable NG9-1-1 services, including whether a statewide network is sufficiently redundant and reliable.
- 5) The reports required pursuant to this section shall not include information that may do any of the following:
  - i. Pose a security risk.
  - ii. Compromise public safety.
  - iii. Disclose trade secrets or other legally protected confidential or proprietary information.
  - iv. Mandate a particular system architecture or state technical requirements that would undermine the integrity of any pending or anticipated request for proposal or other competitive procurement process.



B. In carrying out the independent technical evaluation, the Contractor shall consider relevant factors, including, but not limited to, all of the following:

- 1) The emergency communication systems implemented in other states.
- 2) The most recent standards and recommendations from the National Emergency Number Association.
- 3) The means and manner by which the NG9-1-1 system will evolve with future innovations and prohibit technological obsolescence.
- 4) Resiliency and redundancy in the face of technical failures, cyberattacks, natural disasters, and other threats to the NG9-1-1 system.
- 5) Interoperability of the NG9-1-1 system.
- 6) The cost to build and operate the NG9-1-1 system.
- 7) Any management and vendor oversight requirements for the NG9-1-1 system.
- 8) The impact of the NG9-1-1 system on the public safety answering points.
- 9) Data privacy with respect to the NG9-1-1 system.

## 9. Required Deliverables

| ITEM NO. | DELIVERABLE                                        | REQUIRED CONTENT                                                                                                                                                                                                                                                                                                                                  | DUE DATE           |
|----------|----------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|
| 1        | Initial Planning, Coordination, and Data Gathering | Initial planning, coordination and data gathering.                                                                                                                                                                                                                                                                                                | September 30, 2026 |
| 2        | Preliminary Report                                 | Initial evaluation and preliminary report including near-term capability and procurement recommendations. Must address available evidence, preliminary option analysis, PSAP impacts, issues encountered to date, legacy decommissioning implications, NG911 deployment implications (timeline, cost and scope), redundancy, resiliency, privacy, | December 15, 2026  |

|          |                        |                                                                                                                                                                                                                                                                                                                                                                                              |              |
|----------|------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|
|          |                        | security, and any near-term recommendations that can be made before the final report.                                                                                                                                                                                                                                                                                                        |              |
| <b>3</b> | Final Report           | Final independent technical evaluation addressing all required California SB 172, SEC. 19, scope elements, including options, strengths and weaknesses, recommended option, system architecture, optimal organization of contracted services, regional approach assessment, redundancy method assessment, required evaluation factors, evidence limitations, and report-content protections. | May 1, 2027  |
| <b>4</b> | Post Report Activities | Briefings to report recipients, follow up, and other closeout activities.                                                                                                                                                                                                                                                                                                                    | Aug 31, 2027 |

Time is of the essence with respect to all deadlines specified in this section, including the delivery of the Preliminary Report due December 15, 2026, and the Final Report due May 1, 2027. The timely submission of each report is a material term of this contract. Contractor may submit the Preliminary Report and Final Report at any time prior to the deadlines; however, each deadline constitutes the final date by which the applicable report must be submitted. Contractor acknowledges and agrees that Cal OES's obligation to compensate Contractor for each report is contingent upon the Contractor's timely delivery of that report. Failure to submit a report by its applicable deadline shall constitute a material breach and may result in non-payment for the affected deliverable.

## 10. Required Report Recipients

The Contractor shall provide the preliminary and final reports simultaneously to the following recipients:

- A. Cal OES
- B. The State 9-1-1 Advisory Board
- C. The chairpersons of the relevant policy committees and budget subcommittees of the Legislature

D. The Joint Legislative Budget Committee

E. The Legislative Analyst's Office

The method of transmittal shall preserve the report-content restrictions described in this SOW and shall not include information that would pose a security risk, compromise public safety, disclose protected confidential or proprietary information, or undermine a pending or anticipated competitive procurement.

## **11. Report Content Restrictions**

The preliminary and final reports shall not include any information that could:

- Pose a security risk.
- Compromise public safety.
- Disclose trade secrets or other legally protected confidential or proprietary information.
- Undermine the integrity of any pending or anticipated request for proposal or other competitive procurement process.

The Contractor shall structure findings and recommendations to provide meaningful decision support while avoiding the disclosure of protected, sensitive, confidential, proprietary, or procurement-sensitive information. Where necessary, the Contractor may use summary descriptions, risk categories, redacted appendices, or confidential annexes consistent with direction from Cal OES and applicable law.

### **A. Designation of Confidential Information**

The office, PSAPs, the State 9-1-1 Advisory Board, and any NG9-1-1 service providers who provide information to the Contractor (each a "Disclosing Party") may, at the time of disclosure or at any later time, designate legally protected information as confidential, as defined in Section 11, subdivision D. A "confidential" designation may be made in writing, by marking the information as confidential, or verbally, if confirmed in writing within ten (10) business days. Once designated, such information shall be considered "Confidential Information" and shall not be disclosed publicly or beyond the needs of the independent evaluator.

### **B. Contractor Duty to Maintain Confidentiality**

The Contractor shall:

- 1) Hold all Confidential Information in strict confidence;
- 2) Use the Confidential Information solely for purposes of performing the services described in this contract and for no other purpose;
- 3) Not copy, disclose, publish, disseminate, summarize, or characterize Confidential Information in any form, except as expressly authorized in writing by the Disclosing Party or as necessary for preparation of the Preliminary and Final Reports, subject to all report-content restrictions requiring the omission, redaction, or generalization of protected information;
- 4) Protect Confidential Information from unauthorized access, disclosure, or use, consistent with applicable federal and state laws and regulations governing privacy, security, proprietary information, critical infrastructure information, and procurement-sensitive information.

### **C. Restrictions on Disclosure**

The Contractor shall not disclose Confidential Information to any third party except to employees or subcontractors of the Contractor who have a need to know the information to perform work under this contract, in which case, only after such personnel have been advised of, and agreed in writing to comply with, the confidentiality obligations in this Agreement; and subject to the Contractor maintaining full responsibility for compliance by such personnel.

The Contractor shall not disclose Confidential Information in any manner that could compromise public safety, reveal vendor trade secrets or proprietary network architecture, or undermine a pending or anticipated competitive procurement. 1

### **D. Legally Protected Information**

Confidential Information includes, but is not limited to: 1) Trade secrets, proprietary data, pricing, cost structures, technical specifications, network architecture, service-level performance data, and cybersecurity-related information; 2) Information exempted from disclosure under the California Public Records Act or Information Practices Act, or any other federal or state law protecting privacy, procurement integrity, or critical infrastructure; and 3) Information subject to confidentiality or nondisclosure provisions in existing contracts between the office and service providers. The Contractor agrees to

comply with all applicable laws and contractual restrictions relating to confidential information.

#### **E. Protection of Procurement Integrity**

The Contractor shall ensure that Confidential Information is not used or disclosed in any manner that could influence, steer, or interfere with any current, pending, or anticipated competitive procurement by the State, consistent with the SOW's procurement-integrity protections.

#### **F. Return or Destruction of Confidential Information**

Upon expiration or termination of this contract, or upon written request by the office or any Disclosing Party, the Contractor shall: 1) Immediately cease all use of Confidential Information; 2) Return to the Disclosing Party all Confidential Information in its possession, custody, or control; or 3) Destroy such information, including all copies, summaries, analyses, notes, extracts, or derivative materials, in any form.

The Contractor shall complete such return or destruction within thirty (30) calendar days unless otherwise directed in writing.

#### **G. Certification of Return or Destruction**

Within thirty (30) calendar days after the return or destruction of Confidential Information, the Contractor shall provide a written certification to Cal OES and the applicable Disclosing Party confirming that: 1) All Confidential Information has been returned or securely destroyed; 2) No copies or derivative materials have been retained; and 3) No Confidential Information will be used for any purpose after contract completion.

#### **H. Survival**

The confidentiality obligations in this Agreement shall survive the termination or expiration of the contract and shall remain in effect for as long as the Confidential Information remains protected under applicable law.

### **12. Protection of Procurement Integrity**

The Contractor shall use its best effort to protect the integrity of any future procurement by the office for NG9-1-1 network services. While the Contractor may discuss past issues with vendors, the Contractor shall avoid stating any vendor-specific recommendations in the preliminary report or final report. The

Contractor shall not include, directly or indirectly, any recommendation, endorsement, or preference for any specific vendor, service provider, manufacturer, product, solution, or any vendor-specific implementation approach in the preliminary report or the final report. The Contractor shall avoid any implication that Cal OES should pursue, extend, modify, or terminate any particular contract or vendor relationship. The Contractor shall not propose specifications, features, performance requirements, or evaluation criteria that could reasonably be interpreted as tailored to favor, disfavor, or exclude any existing or potential bidder.

All findings and recommendations must be stated at the functional or high-level strategic level only and shall avoid any content that could be interpreted as vendor-specific or procurement-steering within the meaning of the Public Contract Code.

All recommendations shall be vendor-neutral, technology-neutral, and structure-neutral. All recommendations must be capable of being met by any qualified vendor(s), avoid the use of proprietary terminology, and be based solely on functional and performance-based criteria.

Contractor shall structure procurement-related recommendations at an appropriate level of generality. The Contractor shall not disclose vendor-specific confidential information, trade secrets, protected pricing details, or procurement-sensitive strategy in public-facing reports.

Where the Contractor determines that a recommendation requires discussion of sensitive details, the Contractor shall coordinate with the office regarding whether the information should be omitted, generalized, redacted, or provided through protected channels consistent with applicable law.

### **13. Contractor Responsibilities**

- A. The Contractor shall provide all equipment and/or software necessary to perform the required duties outlined herein.
- B. The Contractor shall designate a primary contact person to whom all project communications may be addressed and who has the authority to act on all aspects of the services.

- C. If a Contractor employee is unable to perform due to illness, resignation, or other factors beyond the Contractor's control, the Contractor shall provide qualified and suitable substitute personnel.

#### **14. 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 Cal OES' attention. There may be instances where the severity of the problem(s) justifies escalated reporting. To this extent, the Contractor will determine the level of severity and notify the appropriate Cal OES personnel. Cal OES 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. The relevant Cal OES personnel include, but are not limited to, the following:

First level: Robert Rodriguez, Assistant Director, Public Safety  
Communications  
(916) 894-5003  
[Bobby.Rodriguez@CalOES.ca.gov](mailto:Bobby.Rodriguez@CalOES.ca.gov)

Second level: Steve Yarbrough  
(916) 894-5105  
[Steve.Yarbrough@CalOES.ca.gov](mailto:Steve.Yarbrough@CalOES.ca.gov)

Third level: Christina Curry, Chief Deputy Director  
(916) 845-8533  
[Christina.Curry@caloes.ca.gov](mailto:Christina.Curry@caloes.ca.gov)

#### **15. Termination of Agreement**

The State may terminate the performance of work under this Contract for its convenience, in whole or in part, if the Director of the office or the PSC Deputy Director, or designee, determines that termination is in the State's interest. If such a determination is made, the Director of the office or the PSC Deputy Director, or designee, shall provide Contractor a Notice of Termination ("Termination Notice") specifying the extent of termination and the effective termination date ("Termination Date"), which date shall be no less than fifteen (15) Days from the delivery of the Termination Notice.



## **16. Subcontracting Provisions**

No Subcontracting is allowable under this Agreement.

## **17. Ownership or Reports and Restrictions on Publication**

All rights and interests in and to the Preliminary Report, Final Report, and any related analyses, data compilations, findings, or written deliverables produced by the Contractor under this Agreement (collectively, "Reports") shall vest solely with the California Legislature upon submission of each Report. The Contractor acknowledges and agrees that the Reports are documents made for the benefit of the recipients specified herein. However, nothing in this agreement prohibits or abridges the Contractor's ability to, with or without the state's permission, publicly release any report previously delivered to the Legislature, with or without the State's permission.

NEWS RELEASES: News releases pertaining to contract award or work performed as a result of the contract may not be made without prior written approval of the Cal OES Deputy Director of Crisis Communications and Public Affairs. Notwithstanding the foregoing, the Contractor can list State in contractor's scientific publications and in standard, non-promotional annual listings of research clients and funders solely as part of a factual, aggregated list but not in marketing materials or as an endorsement.

WORK PRODUCT: The State will have Government Purpose Rights to Work Product. "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, U.S. tribal governments, and 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.



California Governor's Office of Emergency Services

The Rand Corporation

NG9-1-1 Independent Technical Evaluation

Agreement No. A261018324

**18. Authorized Representatives**

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

For service-related inquiries:

| The California Governor's Office of Emergency Services |                                                                              | The Rand Corporation |                                                                                                                               |
|--------------------------------------------------------|------------------------------------------------------------------------------|----------------------|-------------------------------------------------------------------------------------------------------------------------------|
| <b>NAME:</b>                                           | Contract Manager, Ryan Sunahara, 9-1-1 Technology Division Chief             | <b>NAME:</b>         | Joshua Cortina, Sr., Contract Administrator                                                                                   |
| <b>ADDRESS:</b>                                        | 601 Sequoia Pacific Blvd., MS-911 Sacramento, CA 95811                       | <b>ADDRESS:</b>      | 1776 Main Street Santa Monica, CA 90401                                                                                       |
| <b>PHONE:</b>                                          | (916) 894-5028                                                               | <b>PHONE:</b>        | (412) 683-2300 x4073                                                                                                          |
| <b>EMAIL:</b>                                          | <a href="mailto:Ryan.Sunahara@CalOES.ca.gov">Ryan.Sunahara@CalOES.ca.gov</a> | <b>EMAIL:</b>        | <a href="mailto:jcortina@rand.org">jcortina@rand.org</a> / <a href="mailto:contractsteam@rand.org">contractsteam@rand.org</a> |

For Agreement administrative inquiries:

| The California Governor's Office of Emergency Services |                                                                            | The Rand Corporation |                                                                                                                               |
|--------------------------------------------------------|----------------------------------------------------------------------------|----------------------|-------------------------------------------------------------------------------------------------------------------------------|
| <b>NAME:</b>                                           | Flora Karami, IT Contract Analyst                                          | <b>NAME:</b>         | Joshua Cortina, Sr., Contract Administrator                                                                                   |
| <b>ADDRESS:</b>                                        | 3650 Schriever Avenue Mather, CA 95655-4203                                | <b>ADDRESS:</b>      | 1776 Main Street Santa Monica, CA 90401                                                                                       |
| <b>PHONE:</b>                                          | (916) 845-8808                                                             | <b>PHONE:</b>        | (412) 683-2300 x4073                                                                                                          |
| <b>EMAIL:</b>                                          | <a href="mailto:Flora.Karami@caloes.ca.gov">Flora.Karami@caloes.ca.gov</a> | <b>EMAIL:</b>        | <a href="mailto:jcortina@rand.org">jcortina@rand.org</a> / <a href="mailto:contractsteam@rand.org">contractsteam@rand.org</a> |

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**EXHIBIT B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

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1. Payment for services performed under this Agreement shall be in accordance with the Cost Sheet, Exhibit B-1. It shall be Cal OES' sole determination as to whether a service has been successfully completed and is acceptable.

2. Invoices shall be submitted after services are rendered and shall include the following information:

A. Agreement No.

B. Contractor

C. Service

D. Itemized Cost

E. Invoice Date

Invoices shall be due and payable, and payment shall be made, only after Cal OES' Contract Manager's acceptance of services.

3. The Contractor's costs related to items such as travel and per diem shall be inclusive in the Cost Sheet, Exhibit B-1, and **will not be paid separately** as part of this Agreement.

4. Submit invoices to:

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

**Accounting Unit**

**[APInvoices@caloes.ca.gov](mailto:APInvoices@caloes.ca.gov)**

5. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, Cal OES shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Agreement and the Contractor shall not be obligated to perform any provisions of this Agreement.

6. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, Cal OES shall have the option to either cancel this Agreement

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with no liability occurring to Cal OES or offer an amendment to the Contractor to reflect the reduced amount.

7. All payments will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

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**EXHIBIT B-1**  
**COST SHEET**

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The Contractor shall provide all labor, materials, equipment, and every other item of expense, direct or indirect (including any applicable taxes), necessary to complete the services in accordance with the specifications described in the Statement of Work, Exhibit A, at the rates specified below. Cal OES makes no guarantee, expressed or implied, on the actual amount of services/hours that shall be required for this Agreement, and reserves the right to omit portions or quantities of work, as may be deemed necessary. Payment for service performed under this Agreement shall be for actual expenditures incurred. The rates referenced below shall be binding for the term of the Agreement.

| ITEM NO.    | DELIVERABLES                                       | DUE DATE   | UNIT PRICE     |
|-------------|----------------------------------------------------|------------|----------------|
| 1           | Initial Planning, Coordination, and Data Gathering | 09/30/2026 | \$250,000.00   |
| 2           | Preliminary Report                                 | 12/15/2026 | \$750,000.00   |
| 3           | Final Report                                       | 05/01/2027 | \$600,000.00   |
| 4           | Post Report Activities                             | 08/31/2027 | \$400,000.00   |
| GRAND TOTAL |                                                    |            | \$2,000,000.00 |

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**EXHIBIT C**  
**GENERAL TERMS AND CONDITIONS**

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The Telecommunications General Provisions are hereby incorporated by reference and can be accessed by visiting the following links:

[https://cadtprod.service-now.com/sys\\_attachment.do?sys\\_id=a4438444c352ee90a096d7af0501311b&sysparm\\_viewer\\_table=kb\\_knowledge&sysparm\\_viewer\\_id=b8238084c352ee90a096d7af050131c4](https://cadtprod.service-now.com/sys_attachment.do?sys_id=a4438444c352ee90a096d7af0501311b&sysparm_viewer_table=kb_knowledge&sysparm_viewer_id=b8238084c352ee90a096d7af050131c4)

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## EXHIBIT D

### ADDITIONAL PROVISIONS

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#### 1. INSURANCE

The Contractor shall submit original Certificates of Insurance for all required Insurance and must show "occurrence" coverage when applicable. If a syndicate is used, the syndicate's name must be included.

All types of insurance must be issued by an insurer with a minimum Best Classification Rating of B + V, or equivalent as determined and deemed acceptable by the Department of General Services, Office of Risk and Insurance Management.

##### A. General Provisions Applying to All Policies

- 1) Coverage Term – Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least thirty (30) days prior to the expiration of this insurance. Any new insurance must still comply to the original terms of the contract and be no less than one (1) year or the remainder of the term of this Agreement, whichever is greater. The new certificate must show the name and address of the insurance company, the policy number, and the beginning and ending dates of the policy.
- 2) Policy Cancellation or Termination & Notice of Non-Renewal – Contractor is responsible to notify the State within 5 business days before the effective date of any cancellation, non-renewal or material change that affects required insurance coverage. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
- 3) Deductible – Contractor is responsible for any deductible or self-insured retention contained within their insurance program.
- 4) Primary Clause – Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.

- 5) Insurance Carrier Required Rating – All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management – A or better and financial size category of VII or better to the latest edition of the A.M. Best Key Rating Guide. If the Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
- 6) Endorsements – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- 7) Inadequate Insurance – Inadequate or lack of insurance does not negate the contractor's obligations under the contract.
- 8) Satisfying an SIR – All insurance policies required by this contract/permit must allow the State to pay and/or act as the contractor's agent in satisfying any self-insured retention (SIR). The choice to pay and/or act as the contractor's agent in satisfying any SIR is at the State's discretion.
- 9) Available Coverages/Limits – All coverage and limits available to the contractor shall also be available and applicable to the State.
- 10) Subcontractors – In the case of Contractor utilization of subcontractors to complete the contracted scope of work, contractor shall include all subcontractors as insureds under Contractor's insurance or supply evidence of insurance to The State equal to policies, coverages and limits required of Contractor.

## **B. Insurance Requirements**

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

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- 2) Workers Compensation and Employers Liability – Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Contract. Employer's liability limits of \$1,000,000 are required. The insurer waives any right of recovery the insurer may have against the State because of payments the insurer makes for injury or damage arising out of the work done under contract/permit with the State. **A Waiver of Subrogation or Right to Recover endorsement in favor of the State must be attached to the certificate.**
- 3) Automobile Liability – By signing this Agreement, the Contractor certifies that the Contractor and any employees, subcontractors or servants possess valid automobile coverage in accordance with California Vehicle Code Sections 16450 to 16457, inclusive. The State reserves the right to request proof at any time.

The Contractor shall furnish a Certificate of Insurance. The Certificate of Insurance will provide the above listed liability coverages and the Certificate Holder shall read:

California Governor's Office of Emergency Services  
3650 Schriever Avenue  
Mather, CA 95655-4203

### C. Other Required Insurance Provisions

Certificate of Insurance must also contain all of the following provisions:

- 1) Statement requiring the Insurer to provide written notice to Cal OES thirty (30) calendar days prior to cancelling the Contractor's policy.
- 2) Statement that Cal OES, its officers, agents, servants and employees are included as additional insured on the policy, but only insofar as the services under this Agreement are concerned.
- 3) Statement that neither Cal OES, nor any of its agents, will be responsible for any premium or assessment on said policies.
- 4) In the event Contractor fails to keep the insurance coverage as herein prescribed in effect at all times during the term of this Agreement, Cal OES may, in addition to any other remedies it may have, terminate this Agreement effective the last day of insurance coverage.



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- 5) The Contractor shall email the certificate of insurance, **identifying the Agreement number**, to Cal OES at the following email address:

[ITContracts@caloes.ca.gov](mailto:ITContracts@caloes.ca.gov)

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