

April 27, 2026

EXHIBIT A: STATEMENT OF WORK

PART 2 - BIDDER RESPONSE



Request For Proposal RFP

26-16743, Addendum #1

PART 2 – BIDDER RESPONSE

FOR

9-1-1 Call Processing Equipment (CPE)

Issued by:

STATE OF CALIFORNIA

Governor's Office of Emergency Services

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

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Part 1 of the solicitation contains the Bidder and bidding instructions, proposal form instructions, solution requirements and instructions, and all other instructional/compliance information that the Bidder must meet in order to be considered responsive and responsible to the solicitation.

Part 2 of the solicitation contains all forms a Bidder must complete and return with its Final Proposal, including administrative forms, qualification forms, requirement responses, and all exhibits/attachments discussed in Part 1.

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

STATEMENT OF WORK (SOW)

1. INTRODUCTION

This Statement of Work (SOW) describes the services hereinafter referred to as the "Contractor". The Contractor agrees to provide the California Governor's Office of Emergency Services, 9-1-1 Branch (herein after referred to interchangeably as the "CA 9-1-1 Branch" or "CalOES") Equipment and Operation Services as described in this Statement of Work.

This engagement consists of services that must be completed in accordance with this Statement of Work. All services rendered under the Contract are based on fixed monthly rates. The Contractor is responsible for completing all tasks, work products, and all services as detailed in the SOW at the costs provided in [EXHIBIT C: COST WORKBOOK](#).

"Contractor" refers to the firm that shall provide the staffing to perform the services. "Consultant(s)" refers to the Contractor's staff who will perform the services. The term "Contract" or "Agreement" will be used interchangeably throughout the documents.

2. BACKGROUND AND PURPOSE

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

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The CA 9-1-1 Branch is responsible for administering the SETNA which provides funding to California Public Safety Answering Points (PSAPs) for 9-1-1 systems and services. The main function of the 9-1-1 Call Processing Equipment (CPE) is to provide PSAPs with call handling equipment to answer the 9-1-1 calls.

Next Generation 9-1-1(NG9-1-1) services in California follow the National Emergency Number Association (NENA) i3 Call Flow as defined in NENA-STA-010, *NENA i3 Standard for Next Generation 9-1-1*. Each CPE provider shall provide NENA i3 compliant call handling equipment, as defined in the Cal OES Interface Control Document (ICD).

The CPE solution deployed at PSAP shall consist of either cloud-based or on-premise based technology. Vendor shall not deploy both technologies at a single PSAP.

9-1-1 traffic will be delivered via CAMA until such time that each individual PSAP is transitioned to the NG 9-1-1 Network.

End state i3 9-1-1 traffic will be delivered to the CPE solution via CA Public Utilities Commission (CPUC) tariffed connections for both cloud-based and on-premise options:

- For cloud-based CPE, the Next Generation Service Provider (NGSP) is responsible for CPUC tariffed network between the NGCS and the CPE cloud/data center. The CPE vendor is responsible for the network connections between the CPE vendor's cloud/data center and the PSAP. The CPE provider is also responsible for the network connections from the back room of the PSAP out to the workstations. (See Figure 1)
- For on-premise CPE the NGSP is responsible for the CPUC tariffed network between the NGCS and the Next Gen rack in the back room of the PSAP. The NGSP is responsible for the connection from the NG Rack to the CPE rack. The CPE provider is responsible for the network connections from the CPE rack out to the workstations. (See Figure 2)

Figure 1: NG 9-1-1 network diagram (cloud/data center Model)

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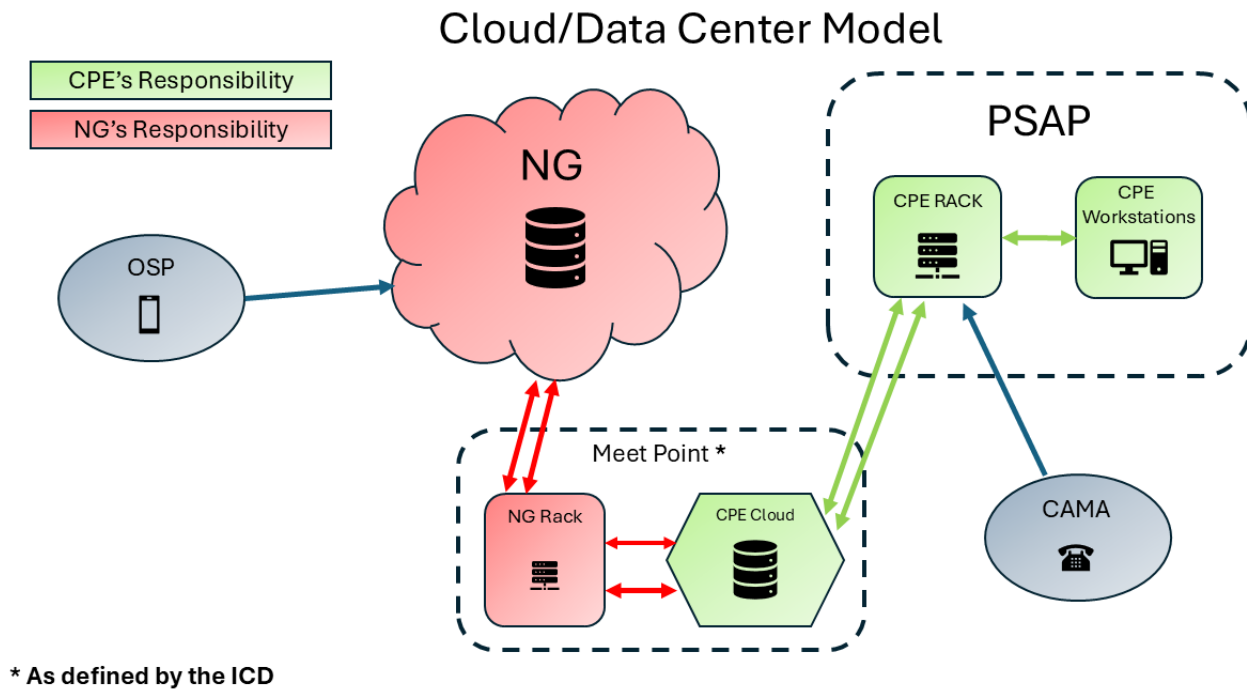
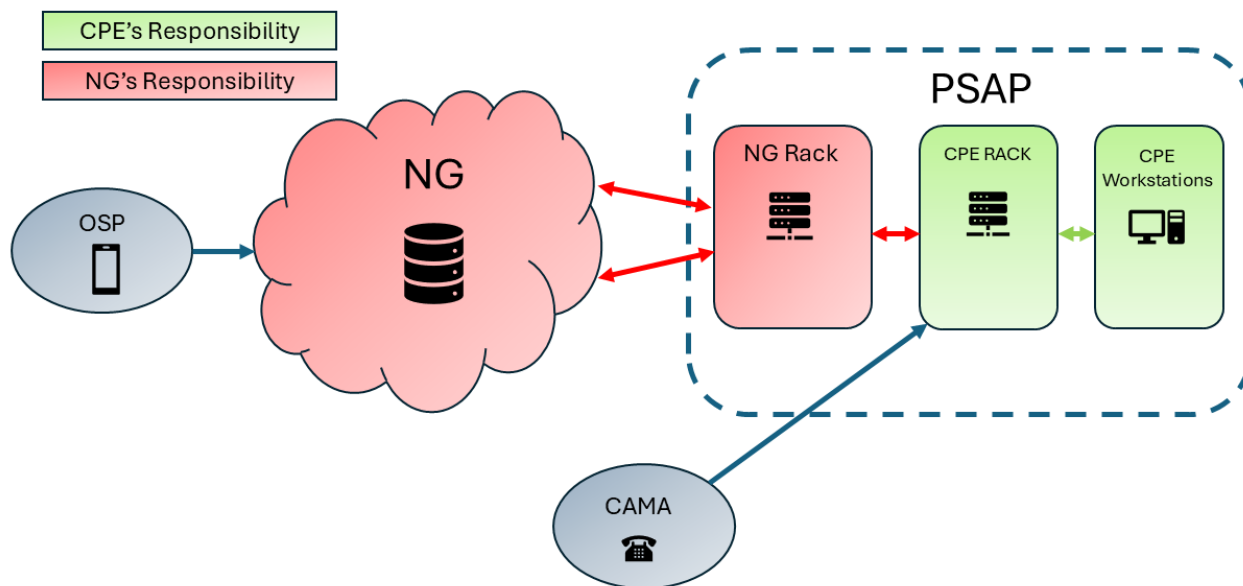


Figure 2: NG 9-1-1 network diagram (On-premise model)

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On Premise Model



Additional resource documents for reference:

- CA 9-1-1 Branch Operations Manual - <https://www.caloes.ca.gov/cal-oes-divisions/public-safety-communications/ca-9-1-1-emergency-communications-branch/ca-9-1-1-operations-manual>

2.1. OBJECTIVE

This Statement of Work (SOW) establishes the Master Purchase Agreement that shall be used by every PSAP in California to procure CPE that utilizes both CAMA and NG 9-1-1 circuits to deliver 9-1-1 traffic. This SOW shall serve as the contractual guidelines between the CA 9-1-1 Branch and the Contractor to provide native cloud/data center CPE or on-premise CPE.

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This SOW will also establish standard CPE platforms (cloud/data center and on-premise) that comply with NENA i3 interfaces and align with the authorized Cal OES budget for 9-1-1 services. Cal OES, CA 9-1-1 Branch will oversee and approve all purchases made under this agreement. The PSAPs will use this agreement to purchase 9-1-1 CPE Systems with SETNA funding as authorized and approved by the CA 9-1-1 Branch.

3. DESCRIPTION OF PROPOSED NEW SYSTEM OR SERVICE

1. CLOUD / DATA CENTER MODEL SERVICE TO BE PROVIDED

The Contractor agrees to provide cloud-/data center-based CPE services in accordance with the SOW and [EXHIBIT B: TECHNICAL REQUIREMENTS](#). The Contractor agrees that CPE shall support all call handling and call flow elements of NENA i3 in accordance with the CA 9-1-1 Branch ICD. Any proprietary components that are implemented within the CPE shall not compromise the ability to support NENA i3 and the ability for the CA NGSP to deliver the call to the PSAP, or to support transfers from one PSAP to another, regardless of Contractor.

Cloud or data center CPE provider requirements:

1. This solution shall be a native cloud-based or data center-based service. Contractors shall not provide a hosted CPE solution as it exists in the current legacy environment.
2. Prior to first TD-288 issuance, Contractor shall provide the CA 9-1-1 Branch NG911 Lab with a continuously updated fully operational CPE system, including two positions, with minimum 99% uptime at no cost to the State.
3. Lab system shall include two positions and shall accept i3 calls and CAMA calls, as well as i3 text-to-9-1-1 messages.

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4. Contractor shall be solely responsible for trouble ticket reporting for all CPE services to include subcontractor services. The Contractor shall develop and maintain trouble ticket e-bonding with the NGSP through the service management platform directed by Cal OES.
5. Contractor shall provide dedicated project management and technical staff to support implementation and ongoing maintenance.
6. Contractor shall provide a single point of contact, located in the continental United States (CONUS), to facilitate technical and operational questions from the CA 9-1-1 Branch.
7. Contractor shall ensure that installation of equipment includes all hardware, cabling, labor, software, and configurations required to deliver and make the system ready for use.
8. Contractor's coverage shall include maintenance and replacement of all system components, including but not limited to all workstations, interface devices, and associated back-room hardware.
9. Contractor shall notify the CA 9-1-1 Branch, in writing, of all changes in the personnel relevant to the State of California. If a contractor employee is unable to perform due to illness, resignation, or other factors beyond the Contractor's control, the Contractor will provide suitable substitute personnel.
10. Contractor shall install workstations and any back room hardware on the premises of the PSAP during the best available hours for the PSAP.
11. Contractor shall provide the PSAP and the CA 9-1-1 Branch with a copy of the Technical Service Bulletin (TSB), Method of Procedure (MOP), and schedule for every system update, per the CA 9-1-1 Branch change management process.
12. Contractor, in agreement with CA 9-1-1 Branch, shall integrate additional third party applications via Application Programming Interface (API) as described in [EXHIBIT B: TECHNICAL REQUIREMENTS](#).
13. Contractor shall submit a system diagram depicting data flow and interconnection requirements upon CA 9-1-1 Branch request.
14. Contractor shall be responsible for all the terms and conditions of this Contract regardless of whether or not a failure occurs in their system or their Subcontractors' system.

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2. ON-PREMISE SERVICE TO BE PROVIDED

The Contractor agrees to provide on-premise CPE services in accordance with this SOW and [EXHIBIT B: TECHNICAL REQUIREMENTS](#). The Contractor agrees that CPE shall support all call handling and call flow elements of NENA i3 in accordance with the Cal OES ICD. Any proprietary components that are implemented within the CPE shall not compromise the ability to support NENA i3 and the ability for the CA NGSP to deliver the call to the PSAP, or to support transfers from one PSAP to another, regardless of Contractor.

On-premise CPE provider requirements:

1. This solution shall be an on-premise, PSAP based system.
2. Contractors can deploy a PSAP-host remote or geo-diverse CPE solution only at PSAPs currently deployed in those configurations.
3. Prior to first TD-288 issuance, Contractor shall provide the CA 9-1-1 Branch NG911 Lab with a full CPE system, including two positions, with minimum 99% uptime, and CA 9-1-1 Branch requested software updates, at no cost to the State.
4. Contractor shall be solely responsible for trouble ticket reporting for all CPE services to include subcontractor services. The Contractor shall develop and maintain trouble ticket e-bonding with the NGSP through the service management platform directed by Cal OES.
5. Contractor shall provide dedicated project management and technical staff to support implementation and ongoing maintenance.
6. Contractor shall provide a single point of contact, located in the continental United States (CONUS), to facilitate technical and operational questions from the CA 9-1-1 Branch.
7. Contractor shall ensure that installation of equipment includes all hardware, cabling, labor, software, and configurations required to deliver and make the system ready for use.
8. Contractor's coverage shall include maintenance and replacement of all system components, including but not limited to all workstations, interface devices, and associated back room hardware.

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9. Contractor shall notify the CA 9-1-1 Branch, in writing, of all changes in the personnel relevant to the State of California. If a Contractor employee is unable to perform due to illness, resignation, or other factors beyond the Contractor's control, the Contractor will provide suitable substitute personnel.
10. Contractor shall install workstation and any back room hardware on the premises of the PSAP during the best available hours for the PSAP.
11. Contractor shall provide the PSAP and the CA 9-1-1 Branch with a copy of the Technical Service Bulletin (TSB), Method of Procedure (MOP) and schedule for each PSAP system update, per the CA 9-1-1 Branch change management process.
12. Contractor, in agreement with CA 9-1-1 Branch, shall integrate additional third party applications via Application Programming Interface (API) as described in [EXHIBIT B: TECHNICAL REQUIREMENTS](#).
13. Contractor shall submit a system diagram depicting data flow and interconnection requirements upon CA 9-1-1 Branch request.
14. Contractor shall be responsible for all the terms and conditions of this Contract regardless of whether or not a failure occurs in their system or their Subcontractors' system.

3. COMMERCIALLY AVAILABLE HARDWARE

Contractor shall use commercially available hardware for the best quality and the ability to replace parts quickly for maintenance and/or upgrades. Contractor shall not incorporate or require the use of any proprietary, custom-built, or non-commercially available hardware without the prior written approval of the CA 911 Branch. Any request for approval must include a detailed description of the proposed proprietary hardware, its purpose, technical specifications, support model, and costs. The CA 911 Branch shall have the sole discretion to approve or reject the use of proprietary hardware.

3.1. USER INSTRUCTIONS

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The CPE ordering process is detailed in the 9-1-1 Operations Manual, Chapter III, Funding (pg. 28) which can be viewed at:

<https://www.caloes.ca.gov/wp-content/uploads/PSC/Documents/California-9-1-1-Operations-Manual-Chapter-III-Funding-ADA-revised.pdf>

3.2. 9-1-1 CPE SYSTEM DIAGRAMS

Upon request, an SOW submitted to the PSAP/CA 9-1-1 Branch shall include system diagrams using appropriate diagramming software to depict:

1. System connectivity
2. 9-1-1 traffic and data flow
3. PC hardware Requirements
4. Interfaces to any additional PSAP equipment (i.e. CAD, logging recorder)
5. Rack elevations

3.3. 9-1-1 CPE INSTALLATION

Orders from PSAPs must be completely installed and ready for acceptance testing within one hundred eighty (180) calendar days after TD-288 is issued for all CPE.

The installation date may be changed by mutual consent of the Contractor and a PSAP; however, the Contractor must update the CA 9-1-1 Branch with the most current system installation schedule, including any revised dates and timelines.

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3.4. PSAP SITE SURVEY

As part of the SOW, the Contractor shall prepare a list detailing the current electrical power, common ground, and environmental control facilities at each PSAP. The Contractor shall review and comment on the adequacy of the PSAP's facility, including but not limited to, the adequacy of the floor plan, environmental control, cabling, and NG9-1-1 rack demarcation (if applicable) to support the installation of the 9-1-1 system. PSAPs shall permit free access, subject to security restrictions at the site, for the purpose of reviewing facility readiness.

3.4.1. PSAP LIST

The California Statewide Statistics and PSAP Location Information.

Upon request, the Contractor shall be provided with the most current PSAP list by Cal OES.

3.5. PSAP SITE MODIFICATIONS

The PSAPs are responsible for any site modifications that are required in order to meet the Contractor's specifications related to CPE installations.

3.6. CERTIFICATION OF EQUIPMENT READINESS

Equipment must be installed and deemed ready for system acceptance testing by the agreed upon installation date between the Contractor and PSAP.

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3.7. RELOCATION

Relocation refers to a PSAP moving to a different location on a short or long-term basis. This includes packing up all CPE and associated equipment purchased under this Contract and transporting it to another location and reinstalling it for operational use.

1. If it is necessary to relocate a PSAP's CPE, the PSAP will provide their date of disconnection, the locations from and to where the equipment is to be moved, and the re-connection date to the Contractor. The Contractor and PSAP will mutually agree on a reasonable amount of time to accomplish disconnection, relocation, reconnection and having the equipment ready for use. The CA 9-1-1 Branch will only pay for thirty (30) days of overlapping NG9-1-1 trunk costs. After 30 days, the Contractor acknowledges the PSAP is responsible for the billing associated with the original site, and the Contractor agrees to bill the PSAP for costs associated with the original site.
2. The PSAP will pay the Contractor for all reasonable costs for relocation. The Contractor shall maintain responsibility for the equipment at all times during relocation.
3. In the case of an emergency PSAP CPE relocation, the CA 9-1-1 Branch may, at its discretion, agree to pay for a portion of associated costs. An emergency shall consist of, but is not limited to, unforeseen events beyond the control of the parties which make it impossible for the PSAP to continue operations in the original location, including man-made disasters and unmitigable hazards that jeopardize the health and safety of PSAP personnel.
4. Rearrangement of equipment at a single site or for the convenience of the PSAP, shall be at the PSAP's expense. If the Contractor is asked to move and reinstall equipment at a different facility, the Contractor shall not exceed the hourly Labor Rate bid in [EXHIBIT C: COST WORKBOOK](#).

3.8. MOVES, ADDS, AND CHANGES (MACS)

MACs refer to changes in system application configurations to facilitate PSAP operations or moving equipment from one location to another in the same facility.

1. For those MACs involving changes in system application configurations, such as adding or deleting new profiles, changing speed dial numbers, etc., the Contractor shall provide training to the PSAP System Administrator if required.
2. The Contractor shall detail the process for the PSAP to request routine MACs, how the Contractor will perform on-site versus off-site MACs and the anticipated turn-around time to completion.
3. All costs for MACs will be directly billed to and paid by the PSAP, not to exceed the hour labor rate bid in [EXHIBIT C: COST WORKBOOK](#).

3.9. DOCUMENTATION

The Contractor shall provide a SOW in a format that complies with the template provided in SOW [ATTACHMENT 16: SAMPLE SOW TEMPLATE](#). The Contractor shall provide soft copy of all manuals and materials as well as web access to updates.

4. TERM OF CONTRACT

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Effective upon approval of the California Department of Technology (CDT), Office of Statewide Technology Procurement (OSTP), the base term of the Contract is four (4) years with two (2) options to extend for three (3) years each for a potential total contract term of ten (10) years.

The CA 9-1-1 Branch at its sole discretion, may exercise the option to execute two (2), three (3) year extensions of all services identified in this Contract at the costs identified in [EXHIBIT C: COST WORKBOOK](#), for a maximum Contract term of ten (10) years.

The Contractor shall not be authorized to deliver goods or commence performance of services described in this Agreement prior to the effective date. Any delivery of goods or performance of services by the Contractor that is commenced prior to the effective date shall be at no cost to the State.

The State is not obligated to use any or all of these options. The Agreement is of no effect unless approved by CDT and no work shall begin before full execution of the Agreement.

Contractor shall provide a turn-key cloud/data-center based or on-premise based CPE solution. Additional peripheral hardware/software can be included at additional cost based on PSAP needs and requirements. Vendor shall not provide options that result in tiered maintenance or service.

Period of performance for a PSAP's CPE purchase means the life of the Contract, including the option periods, if an option is, or options are, exercised. Maintenance coverage for all systems and services, shall be included for five (5) years, unless a PSAP has purchased extended maintenance, then the maintenance period will continue for seven (7) years.

All price quotes/SOWs must be received by the CA 9-1-1 Branch at a minimum of four (4) weeks prior to the Multiple Award Contract expiration to allow time for review, revision, and issuance of a TD-288 Commitment to Fund. No quotes or SOWs will be accepted and processed within this four (4) week period.

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CPE shall remain in operation at the PSAP for a minimum of five (5) years unless Contract is terminated due to a proven failure to perform. After five (5) years from system acceptance, if the PSAP chooses to continue the CPE maintenance, it will be approved by Cal OES on a year-to-year basis, for up to two (2) years. The PSAP may cancel the service during those two (2) years at any time with thirty (30) days written notice to the CPE Provider.

After the Multiple Award Contract expiration date, new orders shall not be issued and are prohibited. The terms of this Contract shall be incorporated into the SOWs of PSAP and survive the expiration of the term noted above until the expiration of the affected PSAP's SOW.

For the purposes of Section 12 of General Provisions — Telecommunications limited liability, which applies to cloud/data center CPE only, the "purchase price" is defined as the Contractor's aggregate Monthly Recurring Charges (MRC) contract amount for the affected solution and PSAP(s) for the previous twelve (12) months prior to the incident.

4.1. CONTRACT COMMENCEMENT TIME

The Contractor shall not be authorized to deliver goods or commence the performance of services as described in this SOW until written approval has been obtained from all entities. Any delivery or performance that is commenced prior to the signing of the Multiple Award Contract shall be considered voluntary on the part of the Contractor.

5. AMENDMENT

The Agreement may be amended, consistent with the terms and conditions of the Agreement, and by mutual consent of both parties, subject to approval by the CDT Office of Statewide Technology Procurement under Public Contract Code (PCC) Section 12100. No amendment or variation of the

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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.

5.1. TD-288 TERMINATION

PSAPs may cancel an executed CPE TD-288 at any time due to convenience, with thirty (30) days written notice to the Contractor and the CA 9-1-1 Branch.

6. LOCATION AND AVAILABILITY

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

Upon contract execution, the Contractor shall meet in person or virtually, with the CA 9-1-1 Branch team on at least a monthly basis, to ensure project tasks and timelines are met. Meetings shall include all Contractor labor classifications stated in SECTION 10. Contractor's Roles and Responsibilities, Labor Classifications.

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.

The Contractor shall provide a point of contact at all times, meaning 24 hours a day, 7 days a week, 365 days a year, for the CA 9-1-1 Branch, PSAP, and Contractor personnel to report trouble on the respective CPE Services in accordance with requirements as identified in EXHIBIT B: TECHNICAL REQUIREMENTS. The Contractor shall provide help desk and call center service in accordance with

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EXHIBIT B: TECHNICAL REQUIREMENTS. Trouble ticket communications must be in the form of phone call, email, or dedicated web portal.

7. CONTRACT REPRESENTATIVES

All notices required by, or relating to, this Contract shall be in writing and shall be sent to the parties of the Contract at the address set below unless changed from time to time, in which event each party shall so notify the other in writing, and all such notices shall be deemed duly given if deposited, postage prepaid, in the United States mail or e-mailed and directed to the addresses then prevailing.

The Governor's Office of Emergency Services contract representatives during the term of this contract will be:

PROJECT/PROGRAM CONTRACT REPRESENTATIVES			
Governor's Office of Emergency Services, Public Safety Communications, CA 9-1-1 Branch 601 Sequoia Pacific Blvd. MS 911 Sacramento, CA 95811		Contractor: TBD	
Name:	Janee Dabrowski	Name:	

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PROJECT/PROGRAM CONTRACT REPRESENTATIVES

Title:		Title:	
Telephone Number:	(916) 894-5031	Telephone Number:	
E-mail Address:	janee.dabrowski@caloes.ca.gov	E-mail Address:	

Direct all contract inquiries to:

CONTRACT REPRESENTATIVES FOR INQUIRIES

Governor's Office of Emergency Services Procurement/Contracts Unit 3650 Schriever Ave Mather, CA 95655		Contractor: TBD	
Name:	TBD	Name:	
Title:		Title:	
Telephone Number:		Telephone Number:	
E-mail Address:	name@caloes.ca.gov	E-mail Address:	

All inquiries during the term of this Agreement will be directed to the contract contacts listed above.
Contract representatives may be changed by written notice without amending this Agreement.

8. DATA CENTER OR CONTRACTOR HOSTED FACILITY ENVIRONMENT

Cloud native solution shall utilize a cloud service provider that holds a verified FedRAMP High Certification. See [EXHIBIT B: TECHNICAL REQUIREMENTS](#)

9. STATE'S ROLES AND RESPONSIBILITIES

CA 9-1-1 Branch Roles and Responsibilities

1. The CA 9-1-1 Branch will designate a person to whom all Contractor communication may be addressed, and who has the authority to act on all aspects of the services. See SECTION 7. Contract Representatives for designee. The CA 9-1-1 Branch designee will be the POC for all documents related to this Contract to ensure understanding of the responsibilities of both parties;
2. The CA 9-1-1 Branch will designate a 9-1-1 Advisor to review the SOW and associated documents. 9-1-1 Advisor shall provide at least a minimum of ten (10) state business days for the timely review and approval of information and documentation provided by the Contractor.
3. The CA 9-1-1 Branch, in partnership with the PSAP, will determine the 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, CA 9-1-1 Branch reserves the right to exercise the termination process as outlined in SECTION 19.2. CONTRACT TERMINATION.
4. Cal OES has the right to cancel, postpone or otherwise intervene in the sales or installation of call handling equipment if the equipment appears not to meet technical requirements or otherwise not meet expectations.

PSAP Responsibilities

1. 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.
2. Subject to the PSAP's security regulations, the Contractor shall have full and free access to the CPE equipment.

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3. All lines terminating in the CPE solution (including but not limited to 10-digit emergency lines, administrative lines, ring down lines (circuits), direct connects, contact closures, etc.) shall be the responsibility of the PSAP.

10. CONTRACTOR'S ROLES AND RESPONSIBILITIES

1. Contractor shall deliver all services and equipment necessary for system deployment.
2. Contractor shall deploy the system and have the system ready for system acceptance testing within one hundred eighty (180) calendar days from the TD-288 issue date, or as defined on the project SOW timeline as agreed upon by the CA 9-1-1 Branch, the Contractor, and the PSAP.
3. Contractor shall perform and provide a PSAP site survey for each CPE installation.
4. Contractor shall provide necessary wiring, labor, and installation for connection and integration to CAMA and NG9-1-1 circuits as well as all necessary peripheral lines and equipment (admin phone system, logging recorder, CAD, etc.). All costs associated with this work shall be included in the implementation line item as listed in the [EXHIBIT C: COST WORKBOOK](#).
5. Contractor shall perform system readiness testing prior to cutover, to ensure that the system is installed and operates as defined in SOW.
6. Upon contract execution, the Contractor shall meet in person or virtually, with the CA 9-1-1 Branch team on at least a monthly basis, to ensure project tasks and timelines are met. Meetings shall include all Contractor labor classifications stated in SECTION 10. Contractor's Roles and Responsibilities, Labor Classifications. The CA 9-1-1 Branch may require an in-person meeting based on project status.
7. The Contractor shall adhere to and support all interface standards as defined by the CA 9-1-1 Branch ICD.
8. 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.

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9. The Contractor shall notify the CA 9-1-1 Branch in writing, of all changes in personnel assigned to the tasks as outlined in Section 11 below. 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.
10. The Contractor shall perform their duties on PSAP premises during normal business hours, as directed by the PSAP. The PSAPs have the right to request the Contractor perform their duties during non-standard hours if there is an operational need.
11. Contractor staff may be subject to PSAP background check and security requirements.
12. Contractor shall deliver and provide all documents in electronic format.
13. Contractor shall report all SLAs in accordance to SECTION 24. Service Level Agreements (SLAs).
14. Contractor shall convert CPE from CAMA to i3 at the time of NG 9-1-1 migration at no additional cost to the State.

Labor Classifications

Contractor shall make available each of the labor classifications listed below. Hourly labor will only be used on a limited basis and only with pre-approval from the CA 9-1-1 Branch. The cost identified in [EXHIBIT C: COST WORKBOOK](#) shall be utilized to support all of these labor classifications:

1. Technician - A technician is able to diagnose all major and minor system alarms, provide hardware and software repairs, provide recommendations regarding user configurations and make changes to the user defined software. Technician to be available both on site and remotely, for any possible issues.
2. System Engineer - A system engineer shall be capable of engineering the entire solution and any related programming that the Contractor offers through the resulting contract.
3. Project Manager - The project manager will act as the single point of contact to the PSAP manager (or their designee) and will be available to the PSAP manager during the implementation of a new system. Project manager will be on-site during implementation of the

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new system if requested by the 9-1-1 Branch. 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.

Project Management

For each installation of a 9-1-1 system, the Contractor shall assign a project manager with knowledge and experience in managing system installations of similar complexity. All installations shall use industry accepted project management methodology throughout the project.

The project manager shall be the single point of contact between the Contractor 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 upon request.

10.1. SUBCONTRACTORS

The Contractor shall provide and maintain a list of all subcontractors.

All CPE maintenance and installation shall be performed by manufacturer-trained technicians. Technicians must provide proof of manufacturer training certification, upon request.

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

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retains the right to approve any changes in personnel. This requirement does not apply to subcontractors that only provide supplies.

11. ESCALATION PROCESS

The parties acknowledge and agree that certain technical and project-related problems or issues may arise, and that such matters shall be brought to the CA 9-1-1 Branch's attention promptly. 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. Reporting obligations must correspond to the severity of the problem or issues, as outlined in SECTION 15. Reporting, and SECTION 24. Service Level Agreements (SLAs). To the extent possible, 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 taken to report the problem or issue, shall be at a level commensurate with the severity of the problem or issue. The CA 9-1-1 Branch escalation levels are as follows:

First level: PSAP Advisor

First.Last@caloes.ca.gov

(916) 657-####

Second level: Advisory and Compliance Unit Supervisor

First.Last @caloes.ca.gov

(916) 657-####

Third level: Program Management Division Chief

First.Last @caloes.ca.gov

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(916) 657-####

As roles may change, please refer to the CA 9-1-1 Branch Organizational Chart for the most up-to-date personnel roster: <https://www.caloes.ca.gov/wp-content/uploads/PSC/Documents/911-ORG-chart-Oct-2025.pdf>.

The Contractor will advise the State Contract Manager of any intended escalation. If the Contractor is not entirely satisfied that the State is exercising its best efforts to resolve any problem or issue in an appropriate period of time, then the Contractor must escalate the problem or issue to the next appropriate level.

12. CORRECTIVE ACTION

Cal OES will be the sole judge of the acceptability of all work performed and all work products produced by the Contractor as a result of this SOW. Should the work performed or products produced by the Contractor fail to meet Cal OES's minimum conditions, requirements, specifications, or guidelines, the following process will be employed, except as superseded by other binding processes:

1. Cal OES will notify the Contractor in writing within five (5) business days after discovery of any acceptance problems by identifying the specific inadequacies and/or failures in the services performed and/or the products produced by the Contractor.
2. The Contractor will, within five (5) business days after initial problem notification, respond to Cal OES by submitting a detailed explanation describing precisely how the identified services and/or products actually adhere to and satisfy all applicable requirements, and/or a proposed corrective action plan to address the specific inadequacies and/or failures in the identified services and/or products.
3. Cal OES will, within five (5) 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

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rejects the explanation and/or plan. If Cal OES rejects the explanation and/or plan, the Contractor will submit a revised corrective action plan within three (3) business days of notification of rejection.

4. Cal OES will, within three (3) 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.
5. If a Contractor's project component or deliverable is rejected three (3) times by Cal OES, the Cure Notice process will follow.

12.1. CURE NOTICE

Cal OES will issue a cure notice to inform the Contractor in the event the Contractor fails to meet a project work product, component, requirement, or deliverables. Upon issuance, the cure notice will specify how much time the Contractor must remedy the condition. If the condition is not corrected within the period specified, the cure note states that the Contractor may face termination of its Agreement by default as stated in General Provisions - Telecommunications (6/6/2025), section 16.3, Termination for Default,

https://cadtprod.service-now.com/sys_attachment.do?sys_id=a4438444c352ee90a096d7af0501311b&sysparm_viewer_table=kb_knowledge&sysparm_viewer_id=b8238084c352ee90a096d7af050131c4.

Triggers for a Cure Notice

Cure notice may be triggered by any of the following conditions, or other conditions that arise in performance of the Agreement:

1. The Contractor continues to miss agreed-upon deadlines.
2. Quantifiable evidence is lacking to show that work is being accomplished.

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3. The quality of tasks does not meet Cal OES's standards.
4. The Contractor is non-responsive to Cal OES requests, or
5. The Contractor does not replace key personnel, as requested by Cal OES.

12.2. CALOES NG911 LAB CPE TESTING

All CPE shall be tested at Cal OES' discretion in the CA 9-1-1 Branch NG9-1-1 lab in order to ensure compliance with the technical requirements identified in this SOW and the NENA i3 standard, as defined by the CA 9-1-1 Branch ICD. If installed CPE is found to be out of compliance, the Contractor will be provided six (6) months to bring CPE into compliance, at no cost to the State of California.

13. CHANGE CONTROL PROCEDURES

The Contractor shall not make any changes after implementation and successful acceptance of the CPE service, unless changes are submitted and approved through the CA 9-1-1 Branch change management process.

14. DATA HANDLING AND OWNERSHIP

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.

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Call Data Records

System shall generate call data record (CDR) in accordance with the CA 9-1-1 Branch defined standard. All 9-1-1 CDR is the property of the CA 9-1-1 Branch and the PSAP. All metadata shall be retained indefinitely by the contractor.

15. REPORTING

SERVICE ISSUES AND OUTAGE NOTIFICATION

The Contractor shall develop an automated outage notification system that will provide outage reporting to the CA 9-1-1 Branch.

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

OUTAGE NOTIFICATION

In the event of any critical or major service issue(s) or outage(s) as specified in the appropriate SECTION 24. Service Level Agreements (SLAs), the Contractor shall notify the CA 9-1-1 Branch via a phone call as well as email within thirty (30) minutes of initial report of outage. Any trouble tickets related to a 9-1-1 outage shall be e-bonded with the CA 9-1-1 Branch Service Management Portal and NGSP. The information shall include the initial notification and shall contain the following (as available):

1. PSAP(s) affected;
2. Problem description;

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3. Time of failure;
4. Affected systems or services;
5. Impact to 9-1-1 Service;
6. Trouble ticket number;
7. Ticket type (open, monitoring, dispatched).

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 such as:

1. Extent of outage;
2. Affected systems or services (if different than initial);
3. Any 9-1-1 traffic lost in the CPE providers cloud or data center;
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 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. For further information, please see SECTION 24. Service Level Agreements (SLAs)

16. DELIVERY (HARDWARE AND SOFTWARE)

1. Shipments to and from the installation site shall be the responsibility of the Contractor.
2. Equipment shall be packed and marked with content description and destination.
3. The Contractor shall bear the cost of transportation/shipping whenever equipment is shipped or moved for mechanical replacement purposes.

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4. The Contractor shall dispose of any packing material and debris. Post installation, the Contractor shall pay transportation charges for the removal of empty packing cases.
5. The Contractor shall be responsible for removal/disposal of all previous (old) hardware from CPE replacement. PSAP can elect to keep the equipment if they choose.
6. The PSAP shall be relieved from all risk of loss or damage to the equipment purchased under this Contract during the entire time the equipment is in the possession of the Contractor, except when such loss or damage is due to the fault or negligence of the PSAP. Loss or damage not due to the fault or negligence of the PSAP shall be verified through a legal claims record.

17. HARDWARE AND SOFTWARE NEEDS

STANDARDS OF PERFORMANCE

All requirements, as stated in [EXHIBIT B: TECHNICAL REQUIREMENTS](#) are part of this SOW. CPE offering shall be maintained in good operating condition at the PSAP location, the Contractor's data center, or in the cloud to ensure continuing standards of performance are met.

1. Local Hardware

The Contractor shall maintain and shall keep all equipment at the PSAP in good operating condition. Maintenance parts will be furnished by the Contractor and will be new. The Contractor is responsible for disposal of replaced parts removed during maintenance.

The Contractor shall furnish and replace all parts for five (5) years from the date of system acceptance, or seven (7) years from the date of system acceptance if the PSAP purchased extended maintenance. Any work required as a result of erroneous site preparation specifications furnished by the Contractor or otherwise required due to the fault or negligence of the Contractor, shall be provided by the Contractor at no additional charge. Prior to the expiration of the maintenance term,

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whenever equipment is shipped for mechanical replacement purposes, the Contractor shall bear all costs for such shipment including, but not limited to, costs for packing, transport, handling, and insurance.

The Contractor shall have access to the equipment in a timeframe that is compliant with contract SLAs, subject to the PSAP's standard security requirements, to perform this service. There shall be no charge for travel expenses associated with services for which the Contractor is responsible.

Contractor shall provide full maintenance coverage 24 hours per day, seven (7) days per week, 365 days a year (24x7x365).

2. Planned Maintenance

Planned maintenance shall be performed in accordance with a Standard Operating Procedure (SOP), mutually agreed to by the State and Contractor, designed to mitigate the operational impact of such maintenance. Scheduled downtime must be coordinated with the CA 9-1-1 Branch and affected PSAP(s) with at least five (5) business days advance notice prior to performing the scheduled downtime in order for the downtime not to be considered a minor, major, or critical outage.

Contractors shall disclose any service impact, limitation, or operational issue that may arise as a consequence of planned maintenance and shall propose mitigation for the known impact, limitations, or operational issues as part of the SOP.

3. Upgrades and Planned Maintenance Down-Time

It is acceptable that individual workstations have downtime for planned maintenance. However, PSAPs will have input into the update schedule such that no more than 50% of workstations for PSAPs with three (3) positions or less, or 25% of workstations for large PSAPs with four (4) positions or more, are updated at the same time.

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4. Remedial Maintenance

Contractors shall track the status of each Critical, Major, and Minor Failure (as defined in SECTION 24. Service Level Agreements (SLAs)) through the contractor's internal trouble ticket log, in addition to the service management platform provided by the CA 9-1-1 Branch. Contractors shall provide the telephone number of their customer support center to each PSAP with whom they have a contract, for reporting all failures. The Contractor's customer support center telephone shall be answered twenty-four (24) hours a day, seven (7) days a week by a live person. The Contractor's customer support center will be responsible for coordinating the resources necessary to correct all failures and for accurately updating the contractor's internal trouble ticket log, in addition to the service management platform provided by the CA 9-1-1 Branch.

5. Trouble Ticket E-Bonding

All Contractors are required to e-bond ticketing systems with the NGSP and the CA 9-1-1 Branch service management platform.

6. Replacement Parts

The spare components and parts inventory shall include all components included in CPE solution. This includes but not limited to workstations, controllers, servers, gateways, routers, uninterruptible power supply (UPS) devices, peripheral equipment interface devices, monitors, and computer keyboards. All replacement components and parts shall be available to authorized Contractor repair personnel at all times and include any hour of any day within the maintenance period, in accordance with the timeframe listed in SECTION 24. Service Level Agreements (SLAs).

7. System or Software Updates

The CA 9-1-1 Branch expects to allow for system/software updates and enhancements.

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Contractor(s) are required to:

1. Support this effort throughout the life of the maintenance period.
2. Updates offered shall meet all current National Emergency Number Association (NENA) i3 requirements, as determined by the CA 9-1-1 Branch ICD.
3. Prior to the update, Contractor(s) shall provide notification to the CA 9-1-1 Branch Contract Manager as well as all affected PSAPs with a Technical Services Bulletin (TSB).
4. Submit a test plan for the proposed update.
5. Validate the update through the CA 9-1-1 Branch NG 9-1-1 Lab upon direction by the CA 9-1-1 Branch.
6. Follow CA 9-1-1 Branch change management process.

Maintenance and Installation Exclusions

Contractor is not responsible for facility electrical work external to CPE or maintenance of accessories, alterations, attachments, or other devices not listed in the purchase SOW.

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 PSAP at the Contractor's rate provided in [EXHIBIT C: COST WORKBOOK](#).

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

18. COMPATIBILITY AND INTERFACE

Please see [EXHIBIT B: TECHNICAL REQUIREMENTS](#)

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19. SYSTEM TESTING AND ACCEPTANCE PROCEDURES

System acceptance testing is intended to ensure that the system acquired operates according to the manufacturer's technical specifications, performs as warranted by the requirements of this Contract, and exhibits a 99.999% level of availability. System acceptance testing is required for all 9-1-1 CPE deployments.

System acceptance testing shall commence on the date the CPE system goes live.

In the event the system does not meet the standard of performance prior to acceptance testing, the CA 9-1-1 Branch will be included in ongoing communications regarding progress or delays. If the system meets all technical requirements, the acceptance-testing period shall not be delayed due to PSAP requests. If the system is operating as designed (and as captured in the SOW) the PSAP may not delay system acceptance beyond the ten (10) day time frame. If system acceptance is delayed, by either party, for an unreasonable amount of time, the CA 9-1-1 Branch may intervene.

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

19.1. SYSTEM ACCEPTANCE TESTING CRITERIA

1. System acceptance testing will begin on the date of CPE system go-live and will end when the equipment and software have met the standard of performance Acceptance Testing Criteria for a period of two hundred forty (240) consecutive hours.
2. No invoice shall be paid by the CA 9-1-1 Branch until all of the items on the CPE system acceptance form are met. Upon successful completion of the system acceptance testing period,

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the PSAP shall sign system acceptance and provide copies to the Contractor and the CA 9-1-1 Branch.

3. The standard of performance for system acceptance testing is defined as the operation of equipment and/or software at an average level of effectiveness of 99.999% for a period of two hundred forty (240) consecutive hours and meets all operational needs of the PSAP.
4. During the system acceptance testing period, if the system is not performing as intended, the Contractor shall adhere to the response time requirements specified in Section 22.3, *infra*.
5. If the system does not meet the standard of performance within ninety (90) consecutive calendar days after the start of system acceptance testing, the PSAP shall have the option to request a replacement system, extend the testing period, or terminate the order. The PSAP's option shall remain in effect until the system meets the performance criteria. If the system has not met the standard of performance by one hundred eighty (180) calendar days after installation, the order may be canceled. If the CA 9-1-1 Branch determines the same type of system and/or vendor have not met the standard of performance or agreed upon contractual obligations at more than two (2) planned installations during the term of this Contract, the system and/or vendor may be removed from the Contract at the discretion of the CA 9-1-1 Branch.

19.2. CONTRACT TERMINATION

Should the work performed or the products produced by the Contractor fail to meet the technical, functional, or SOW requirements of this contract the following resolution process will be employed, except as superseded by other binding processes. PSAP has grounds to cancel or terminate an order pursuant to their own SOW should the contractor fail to deliver on those terms and conditions.

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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 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 the 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 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.

20. KNOWLEDGE TRANSFER AND/OR TRAINING

Training Times and Locations

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For the purposes of training, the Contractor shall provide formal, hands-on instruction for PSAP personnel in operation of the equipment during the acceptance testing period. Training for equipment installation coordinators and project leaders will be conducted at the PSAP.

Training Plan

The Contractor shall provide training and training materials to ensure that all users and administrators can proficiently use the 9-1-1 CPE system. The Contractor will provide the following:

1. A comprehensive train-the-trainer program that provides CPE users with the skills necessary to operate all features of the 9-1-1 system.
2. Training at a time mutually agreed upon by the PSAP and the Contractor. Training schedule to be created by Contractor.
3. Instructors proficient with the provided solution.
4. Training to be provided within two weeks of go-live (PSAP delays are not considered a reason to change the training schedule).
5. 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 so as to reduce the number of site visits necessary to train all personnel;
6. In addition to CPE user training, the Contractor will provide administrator training:
7. This training shall cover routine MACs accessible by a System Administrator, routine trouble shooting procedures and problem reporting procedures.
8. MIS training shall be provided no more than 30 calendar days following cutover.
9. Training will also include an on-site instructor(s) at the beginning of the system acceptance testing period. The purpose of the instructor(s) will be to assist PSAP personnel as needed after they begin using the new equipment (cutover coach).
10. 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. Any associated cost shall be the responsibility of the PSAP.

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11. Appropriate manuals and other materials must be provided to each participant in training. All manuals and materials must be provided in any format requested by the PSAP.
12. Online reference materials and manuals must be updated on a continual basis to reflect CPE system upgrades, new functionality, and system releases.

Training on New Functionality

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

21. MAINTENANCE AND OPERATIONS (M&O)

Maintenance Plan

The Contractor shall be responsible for maintaining all on-premise, cloud, or data center based CPE Services for the term of the contract. No additional costs outside the [EXHIBIT C: COST WORKBOOK](#) shall be incurred by the CA 9-1-1 Branch or the PSAP. The Contractor shall submit a maintenance plan to the CA 9-1-1 Branch for review and approval within thirty (30) days of contract execution. Planned or unplanned maintenance shall not disrupt 9-1-1 service or trigger any SLAs.

Maintenance Plan shall include at a minimum:

1. Hardware issues
2. Servers
3. Switches
4. Routers
5. Software issues
6. Operating system software issues

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7. Security system software issues
8. Connectivity issues.

22. HELP DESK/CALL CENTER

The Contractor shall provide a point of contact at all times, meaning 24 hours a day, 7 days a week, 365 days a year, for the CA 9-1-1 Branch, PSAP, and Contractor personnel to report trouble on the respective CPE Services in accordance with requirements as identified in [EXHIBIT B: TECHNICAL REQUIREMENTS](#). The Contractor shall provide help desk and call center service in accordance with [EXHIBIT B: TECHNICAL REQUIREMENTS](#).

23. INSURANCE REQUIREMENTS

The Contractor shall comply with all requirements outlined in the one (1) General Provisions section and two (2) Contract Insurance Requirements outlined in this section. No payments will be made under this Contract until the Contractor fully complies with all requirements.

1. General Provisions Applying to All Policies

- a. Coverage Term – Coverage needs to be in force for the complete term of the Contract. If insurance expires during the term of the Contract, a new certificate must be received by the State at least 30 days prior to the expiration of this insurance. Any new insurance must comply with the original terms of the Contract;
- b. Policy Cancellation or Termination & Notice of Non-Renewal – Contractor is responsible to notifying the State within five (5) business days of any cancellation, non-renewal or material change that affects required insurance coverage. New certificates of insurance are subject to the approval of the Department of General Services and the Contractor

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agrees no work or services will be performed prior to obtaining such approval. In the event the Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract;

- c. Premiums, Assessments and Deductibles – Contractor is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program;
- d. Primary Clause – Any required insurance contained in this Contract shall be primary, and not excess or contributory, to any other insurance carried by the State;
- e. Insurance Carrier Required Rating – All insurance companies must carry an AM Best rating of at least “A–” with a financial category rating of no lower than VII. If the Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required;
- f. Endorsements – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance;
- g. Inadequate Insurance – Inadequate or lack of insurance does not negate the Contractor’s obligations under the Contract;
- h. Use of Subcontractors - In the case of Contractor’s utilization of subcontractors to complete the contracted scope of work, Contractor shall include all subcontractors as insured’s under Contractor’s insurance or supply evidence of subcontractor’s insurance to the State equal to policies, coverages, and limits required of Contractor.
- i. Contractor may, in its sole discretion, self-insure any of the required insurance under the same terms as required by this Agreement subject to approval by the State of California.

2. Contract Insurance Requirements

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

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a. Commercial General Liability

Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Commercial General Liability Insurance covering bodily injury, and property damage in a form and with coverages that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products, completed operations, and contractual liability coverage for the indemnity provided under this Contract. Coverage shall be written on an occurrence basis in an amount not be less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000. The State of California, its officers, agents, and employees are to be included as additional insured by endorsement with respect to liability caused in whole or in part by Contractor's work or operations with respect to this Agreement.

b. Automobile Liability

Contractor shall maintain motor vehicle liability with limits of not less than \$1,000,000 combined single limit. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles. The State of California, its officers, agents, and employees are to be included as additional insured by endorsement with respect to liability arising out of such accident with respect to this agreement.

c. Workers' Compensation and Employer's Liability

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

d. Cyber Liability

Contractor shall maintain Cyber Liability Insurance, with limits not less than \$1,000,000. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber

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extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines, and penalties as well as credit monitoring expenses.

e. Technology Professional Liability/Errors and Omissions Insurance

Contractor shall maintain appropriate coverage to the Contractors profession and work hereunder, with limits not less than \$5,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the contractor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security.

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

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

4. Other Required Insurance Provisions. Certificate of Insurance must also contain all of the following provisions:

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- a. Name and address of the insurance company, the policy number, and the beginning and ending dates of the policy;
- b. Contractor is responsible to notify the State within thirty (30) calendar 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 specific insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this contract;
- c. The Contractor shall submit the certificate of insurance, identifying the California Governor's Office of Emergency Services Contract number.

24. SERVICE LEVEL AGREEMENTS (SLAS)

SLA CONTRACTOR'S MONTHLY ACTIVITY REPORT

By the 10th of each month, the Contractor shall provide the CA 9-1-1 Branch with a detailed report of system availability under this Contract using Monthly Technical SLA Compliance Report listed below, Contractor's Monthly Activity Report. These Monthly Activity Reports shall begin upon system installation and continue for a period of seven (7) years, or until such time as the system is replaced. If the 10th falls on a weekend, the report will be due the following Monday. 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 if any SLAs have not been met. Contractor agrees that being advised of SLA noncompliance by the CA 9-1-1 Branch at a monthly meeting serves as a final notification of an SLA violation. Contractor agrees to move forward with any appropriate credit or adjustment for the next billing cycle. The remedy for each missed SLA shall be solely determined by the CA 9-1-1 Branch. A single outage may trigger multiple SLAs.

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Contractor's Monthly Activity Report

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

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

SLA REPORTING REQUIREMENTS

The following SLAs provide charts describing the definition, measurement method, objective, and rights and remedies for each category. The following SLAs are not intended to supersede any regulatory or statutory requirements and/or penalties imposed by the FCC, CPUC, or any other legislative oversight. These SLA standards will be in effect upon system installation and continue for a period of seven (7) years, or until such time as the system is replaced.

24.1 Time to Repair Critical Failure

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Definition	Measurement Method	Objective	Rights and Remedies
Critical Failure is defined as any CPE failure that prevents 10 digit emergency or 9-1-1 traffic, including but not limited to, voice, text, and video from being delivered to and/or answered at the PSAP. Includes failure of 25% or more workstations at the PSAP with 5 positions or more. Also applies to failure of 51% or more workstations at the PSAP with 4 or fewer workstations.	Time to repair will be measured from time failure is reported and will conclude when service has been restored.	Each Critical Failure will be resolved within four (4) hours of notification to the Contractor's customer support center or by alarm, whichever comes first.	Each occurrence of a failure to meet this SLA objective shall result in a 25% credit of the CPE Service Cost MRC of all affected PSAPs. A critical failure lasting longer than 8 hours shall result in a credit of 100% of the CPE Service Cost MRC of all affected PSAPs.

24.2 Time to Repair Major Failure

Definition	Measurement Method	Objective	Rights and Remedies
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Major Failure is a loss of any 10 digit emergency or 9-1-1 traffic processing capability across 25% or more workstations at the PSAP with 5 positions or more and 51% or more workstations at the PSAP with 4 or fewer workstations, affecting either the software, system workstations, or the call taking system as a whole. Call may still be answered but major system functionality has been disabled or disrupted, e.g. Location information, transfer, hold, supplemental data, etc. are disrupted.	Time to repair will be measured from time failure is reported and will conclude when repair has been made.	Each Major Failure will be resolved within eight (8) hours of notification to the Contractor's customer support center or by alarm, whichever comes first.	Each occurrence of a failure to meet this SLA objective shall result in a 15% credit of the CPE Service Cost MRC for all affected PSAPs. A major failure lasting longer than 12 hours shall result in a credit of 100% of the CPE Service Cost MRC of all affected PSAPs.
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24.3 Time to Repair Minor Failure

Definition	Measurement Method	Objective	Rights and Remedies
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Minor Failure is defined as any feature or function that affects non-critical CPE functionality as specified in the SOW or technical requirements. This applies specifically to hardware, functionality, or software features that enhance call processing but do not hinder call processing.	Time to repair will be measured from time failure is reported and will conclude when repair has been made.	Each Minor Failure will be resolved within 72 hours of notification to the Contractor's customer support center or by alarm, whichever comes first.	Each occurrence of a failure to meet this SLA objective shall result in a 5% credit of the CPE Service Cost MRC for the affected PSAP. A minor failure lasting longer than 240 hours shall result in a credit of 20% of the CPE Service Cost MRC of all affected PSAPs.
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24.4 Outage Notification

Definition	Measurement Method	Objective	Rights and Remedies
Vendor is required to notify Cal OES of any critical or major outage (as defined in 25.1 and 25.2).	Time of notification is measured from start of outage until time of notification to Cal OES Outage Duty Officer.	Notification to Cal OES of critical or major outages within thirty (30) minutes or less.	\$1,000 credit for failure to notify Cal OES within thirty (30) minutes of outage. Failure to report continuing after the initial thirty (30) minutes

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			will result in an additional \$1,000 per every thirty (30) minute increment. Not to exceed \$10,000 per outage.
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24.5 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 30 calendar days following the end of the applicable reporting month.	Each occurrence of a failure to meet the objective shall result in a \$1000.00 credit for each business day that the report is not delivered. Not to Exceed \$5,000 per missed report.

24.6 SLA Remittance

Definition	Measurement Method	Objective	Rights and Remedies
Timely remittance of service credits to the CA 9-1-1 Branch for	Billing cycle	Credit shall be applied to invoice no more than two	Each occurrence of an SLA remedy (credit) that is not remitted within two billing cycles

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missed SLA objectives.		billing cycles after notification by the CA 9-1-1 Branch of the SLA to the vendor.	will result in an additional \$5,000.00 remittance for each billing cycle that the credit is not issued.
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24.7 Quality of Service

Definition	Measurement Method	Objective	Rights and Remedies
Contractor shall process and deliver voice calls with little or no degradation of voice quality of the call from the ingress demarcation point to the PSAP, as measured by a third party. SLA does not apply if NGSP is determined to be the cause of the audio degradation.	MOS values shall be measured by a third party to determine the average MOS score, unless a problem has been detected.	At five (5) minute intervals, 99% of the MOS measurements shall exceed 2.6 and 90% shall exceed 3.8.	For the affected PSAP: 25% credit, or adjustment of CPE MRC for single occurrence. 50% credit/or adjustment of CPE MRC for second occurrence within a 60-minute period. 100% credit/or adjustment of CPE MRC for third occurrence within a 60-minute period.

24.8 Non-Delivery of System Requirements

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Definition	Measurement Method	Objective	Rights and Remedies
CPE shall deliver all functional and technical requirements as spelled out in this SOW as well as EXHIBIT B: TECHNICAL REQUIREMENTS .	Any missing/non-functioning technical or functional requirement, per SOW and EXHIBIT B: TECHNICAL REQUIREMENTS .	To ensure all CPE features and functions are delivered to the PSAP.	Credit or adjustment of TMRC for 75% of deployed PSAPs per month upon discovery and validation, until functionality is delivered and verified by the CA 9-1-1 Branch. If functionality is not delivered within 18 months, CA 9-1-1 Branch may initiate the termination process as outlined in SECTION 12. Corrective Action

24.9 Root Cause Analysis for Unplanned Outages

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

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for all unplanned outages.		NG9-1-1 ecosystem.	
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24.10 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 100% of the total MRC for the month corresponding to the event, unless a single SLA violation identifies a larger right and remedy.

24.11 Cal OES Lab Uptime

Definition	Measurement Method	Objective	Rights and Remedies
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Availability captures total uptime of the platforms in the Cal OES lab.	The monthly availability percentage equals the scheduled uptime per month less unavailable time divided by scheduled uptime per month, multiplied by 100.	Monthly up-time shall be greater than 99%	Failure to comply will result in a \$500 per day credit, adjustment to Cal OES.
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24.12 System Installation Timeline

Definition	Measurement Method	Objective	Rights and Remedies
Timely installation and go-live of CPE system within 180 calendar days of TD-288 approval.	Calendar days from approval of TD-288 to system go-live.	Prevent delays in CPE installation.	Failure to comply will result in a \$500 fine per cure letter from the branch. Cure letter issuance will be assessed on a case-by-case basis based on the conditions of the delay.

REPORTING TROUBLE TICKET LOG

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Contractors shall maintain a Trouble Ticket Log that will track the progress and status of restoration for all SLAs. The Contractor's Trouble Ticket Log will include the date and time that each failure was reported, or system alarm of failure, whichever occurs first, each PSAP affected by the failure, the current status of the restoration process and the date and time that the failure is remedied to the PSAP representative's satisfaction.

All trouble tickets shall be e-bonded with NGSP and the CA 9-1-1 Branch Service Management Platform.

25. LIQUIDATED DAMAGES

Liquidated Damages are intended to encourage timely completion of critical project milestones and the provision of reliable and responsive services from the Contractor. The purpose of this Liquidated Damages provision is to ensure adherence to the requirements of the Agreement and to set an amount in advance of contractual non-compliance to compensate CalOES for damages that are impractical or extremely difficult to estimate, but which would be sustained by CalOES 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 CalOES would sustain as a result of non-compliance with the terms of the Agreement. These amounts are not punitive. CalOES and Contractor, therefore, agree that in the event the Contractor fails to perform certain agreed upon services in a timely manner, that are not specified in SECTION 24. Service Level Agreements (SLAs), CalOES may assess the Contractor for such amounts as Liquidated Damages, and not as a penalty.

The liquidated damages that may be assessed by the State as a result of the Contractor's delay or failure to perform its obligations in accordance with the terms of this Agreement are in lieu of the SLAs. Contractors shall pay Liquidated Damages as set forth in the Agreement.

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The State shall calculate Liquidated Damages owed to the State on a monthly basis. The State may deduct Liquidated Damages from Contractor's fees as earned or may assess such Liquidated Damage fees via a separate invoice at any time during the Agreement or within thirty (30) days after the Agreement ends. Liquidated damages cannot be assessed in addition to the SLAs.

The parties agree that any delay or failure by Contractor to timely perform its obligations under this Agreement will interfere with the proper and timely implementation of the solution, to the loss and damage to the State. The State will incur costs to maintain the functions that would have otherwise been performed by the Contractor. Delays caused by the state will not result in damages charged to the Contractor.

The Assessment of liquidated damages is subject to the dispute resolution process in accordance with the https://cadtprod.service-now.com/sys_attachment.do?sys_id=a4438444c352ee90a096d7af0501311b&sysparm_viewer_table=kb_knowledge&sysparm_viewer_id=b8238084c352ee90a096d7af050131c4, *section 17*, Dispute Resolutions.

25.1. LIQUIDATED DAMAGES CAP

If imposed, Liquidated Damages shall be no more than \$100,000 per day, from notice and total Liquidated Damages shall not exceed Fifteen Percent (15%) of the total contract amount.

25.2. PAYMENT OF LIQUIDATED DAMAGES

CalOES may impose Liquidated Damages in lieu of SECTION 24. Service Level Agreements (SLAs) above, and may withhold the damages from any payment due to the Contractor.

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26. BUDGET DETAIL AND PAYMENT PROVISIONS

1. The Contractor shall be limited to six (6) 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.
2. The Contractor shall reconcile incorrect invoices within thirty (30) calendar days from the date of notification by the 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.
3. The Contractor shall issue invoices to the CA 9-1-1 Branch after system testing and acceptance, as agreed by the CA 9-1-1 Branch.
4. 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.
5. The Contractor shall provide invoices under this Contract in accordance with the CA 9-1-1 Branch Operations Manual, as specified in [ATTACHMENT 16: SAMPLE SOW TEMPLATE](#).
6. All invoices submitted to the CA 9-1-1 Branch as a result of this Contract shall be billed separately from other charges the Contractor may currently be billing the CA 9-1-1 Branch. Invoices not submitted in the specified format shall not be processed.
7. Payment for services performed under this Contract shall not exceed the rates listed in [EXHIBIT C: COST WORKBOOK](#). It shall be the CA 9-1-1 Branch Advisory and Compliance Unit Supervisor's determination as to whether a service has been successfully completed and is acceptable.
8. Submit electronic invoices with reference to the Contract Number and/or Tracking Number to:

Email: CA911Invoicing@caloes.ca.gov

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California Governor's Office of Emergency Services

Public Safety Communications

Attention: CA 9-1-1 Branch, Reconciliation Unit

601 Sequoia Pacific Blvd., MS9-1-1

Sacramento CA 95811

9. The Contractor shall not assess late fees for any reason. Late payment penalties will be applied in accordance to Government Code Chapter 4.5, commencing with Section 927.
10. The Contractor shall bear all costs related to items such as travel and per diem. These costs are inclusive in the price listed in [EXHIBIT C: COST WORKBOOK](#) and will not be paid separately as part of this Contract.

26.1. PAYMENT TERMS AND INVOICING REQUIREMENTS

For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the state agrees to pay the Contractor for said services in accordance with the rates specified in [EXHIBIT C: COST WORKBOOK](#).

Invoices shall be submitted not more frequently than monthly in arrears to the address provided below and must include:

1. The Contractor name, address and phone number
2. The Contract Number and/or Tracking Number
3. The Contractor's invoice number
4. The invoice date
5. Dates of services performed and/or deliverables completed

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6. Personnel name, classification, rate per hour and hours worked

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

26.2. BUDGET CONTINGENCY CLAUSE

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, the state shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this contract and the Contractor shall not be obligated to perform any provisions of this contract.

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 contract with no liability occurring to the State, or offer a contract amendment to the Contractor to reflect the reduced amount.

26.3. PROMPT PAYMENT CLAUSE

Payment for services under this Contract shall be made in accordance with the State of California's Prompt Payment Act (Government Code Section 927 et seq.) The Prompt Payment Act requires State agencies to pay properly submitted, undisputed invoices within forty-five (45) calendar days of initial receipt.

26.4. SALES TAX

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Sales tax is not to be included in [EXHIBIT C: COST WORKBOOK](#). If awarded the Contract, sales tax, if applicable, should be added at time of invoicing. The sales tax rate applied should be based on the rate of the area where the service is to be provided. See California Department of Tax and Fee Administration Regulation 1502 (f) (1) (D).

26.5. PAYMENT WITHHOLD

In accordance with Public Contract Code, §12112, the State will withhold, from the invoiced payment amount to the Contractor, an amount equal to twenty percent (20%) of the payment. Such retained amount shall be held by the State and only released to the Contractor upon the State's Project Manager determining that the Contractor has satisfactorily completed all the required services related to the Final System Acceptance in accordance with SECTION 19. System Testing and Acceptance Procedures.

26.6. CONTRACTOR NAME CHANGE

An amendment is required to change the Contractor's name as listed in this Agreement. Upon receipt of legal documentation of the name change, CA 9-1-1 Branch will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

26.7. TRAVEL AND PER DIEM EXPENSES

There will be no travel or per diem costs reimbursed under this contract.

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27. GENERAL PROVISIONS

The Contract awarded as a result of this solicitation shall automatically incorporate by reference the following:

- General Provisions — Telecommunications (Revised and Effective 6/6/2025)

https://cadtprod.service-now.com/sys_attachment.do?sys_id=a4438444c352ee90a096d7af0501311b&sysparm_viewer_table=kb_knowledge&sysparm_viewer_id=b8238084c352ee90a096d7af050131c4

28. GENAI DISCLOSURE OBLIGATIONS

1. DEFINITIONS:

For purposes of this Section, the following terms shall be given the meaning shown below.

Artificial Intelligence (AI): an engineered or machine-based system that varies in its level of autonomy and that can, for explicit or implicit objectives, infer from the input it receives how to generate outputs that can influence physical or virtual environments (Gov Code §§ 11549.64 & 11546.45.5).

GenAI Training Data: any content, information, or data that is used to train, tune, test, or validate a GenAI, including text, images, video, audio, code, or similar types of input.

Generated Data: any output, results, content, or other data that is produced by GenAI, including but not limited to text, images, video, audio, code, or similar types of output.

Generative AI (GenAI): an AI system that can generate derived synthetic content, including text, images, video, and audio, that emulates the structure and characteristics of the system's GenAI

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Training Data (Gov Code §11549.64).

Hallucination: Generated Data that is nonsensical, false, or misleading, and is not based on real or existing data, but is instead produced by bias or the GenAI's extrapolation or creative interpretation of its Gen AI Training Data.

Materially Impacts: shall have the same meaning set forth in State Administrative Manual (SAM) 4986.2.

Prompt: any written, spoken, or rendered information provided as a query, command, or other form of input, to any GenAI in connection with this Contract. For avoidance of doubt, Prompt includes any input automatically detected or created by the GenAI, as well as any derivative works of a Prompt or collection of Prompts.

2. GENAI DISCLOSURE OBLIGATIONS:

Disclosure Obligations:

- (a) Contractor must immediately notify the State in writing if it: (1) intends to provide GenAI as a Deliverable to the State; or (2) intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any Deliverable that materially impacts: (i) functionality of the System, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term "materially impacts" shall have the same meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.
- (b) Such notification shall be provided to the State designee identified in this Contract.
- (c) At the direction of the State, Contractor shall discontinue the provision to the State of any previously unreported GenAI that results in a material impact to the functionality of the System, risk to the State, or Contract performance, as determined by the State.
- (d) If the use of previously undisclosed GenAI is approved by the State, then Contractor will update the Deliverable description, and the Parties will amend the Contract accordingly, which may include incorporating the GenAI Special Provisions into the Contract, at no additional cost to the State.

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Failure to Disclose or Discontinue GenAI Use: The State, at its sole discretion, may consider Contractor's failure to disclose or discontinue the provision or use of GenAI as described above, to constitute a material breach of Contract when such failure results in a material impact to functionality of the System, risk to the State, or Contract performance. The State is entitled to seek any and all remedies available to it under law as a result of such breach, including but not limited to termination of the contract, for default pursuant to Section 17.

3. CONTRACTOR'S OBLIGATIONS FOR RESPONSIBLE USE:

Contractor shall ensure that it has obtained all necessary consents, permissions, and licenses from data subjects and third parties to use the GenAI for this Contract. Subject to Section 21, Contractor represents and warrants, it has the appropriate U.S. Intellectual Property Rights associated with any GenAI used in the Deliverables provided under the Contract.

Contractor shall ensure that the GenAI included, or made available as part of the Deliverables is equitable, non-discriminatory, and reasonably well-designed to avoid harmful, offensive, dangerous, and unlawful impact. (Government Code 11549.63. Contractor shall be liable for any Hallucination produced by the GenAI that has an adverse impact on Generated Data or a Deliverable.

Contractor shall comply with all applicable laws and regulations, including as set forth in Section 7 above and these General Provisions in relation to the provision or use of any GenAI in the Deliverables.

4. GENAI TRAINING DATA OWNERSHIP:

Except as otherwise agreed to by the Parties, Contractor shall retain all ownership and intellectual property rights in the GenAI Training Data it provides.

5. RIGHTS TO STATE GENERATED DATA:

In addition to Government Purpose Rights set forth in Section 9, the Parties agree that Generated Data created from a State provided Prompt is not a derivative work of the GenAI Training Data.

Notwithstanding the preceding sentence, in the event a court of competent jurisdiction determines that Generated Data created from a State-provided Prompt constitutes a derivative work of the GenAI

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Training Data, Contractor agrees to grant the State an unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive right, and license to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Generated Data for any State Government Purpose Rights.

6. CONTRACTOR'S USE OF STATE DATA:

Contractor shall not incorporate any Non-Public State Data into GenAI Training Data and shall not otherwise utilize Non-Public State Data to train, tune, maintain, improve, or develop GenAI, except with the express written authorization from the State specifying the Non-Public State Data that may be used along with the acceptable scope of such usage.

29. GLOSSARY OF TERMS

Acronyms and Abbreviations

ADA	American Disability Act
ATC	Acceptance Testing Criteria
ARO	After Receipt of Order
BTU	British Thermal Unit(s)
CAL OES	California Governor's Office of Emergency Services
CCR	California Code of Regulations
CDR	Call Data Record
CDT	California Department of Technology
CONUS	Continental United States
COTS	Commercial-off-the-shelf
CPE	Call Processing Equipment
CPUC	California Public Utilities Commission

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CUF	Commercial Useful Functions
DFEH	Department Fair and Employment Housing
DVBE	Disabled Veteran Business Enterprise
ESRP	Emergency Service Routing Proxy
ETA	Estimated Time of Arrival
FCC	Federal Communications Commission
GC	Government Code
GIS	Geographical Information System
IaaS	Infrastructure as a Service
ID	Identification
LDB	Location Database
LLC	Limited Liability Corporation
LLP	Limited Liability Partnership
LP	Limited Partnership
MACS	Moves, Adds, and Changes
MOS	Mean Opinion Score
MRC	Monthly Recurring Cost(s)
MVC	Military and Veteran Code
NENA	National Emergency Number Association
NGCS	Next Generation Core Services
NOC	Network Operations Center
NRC	Non-Recurring Charge(s)
OSDS	Office of Small Business and Disabled Veteran Business Enterprise Services
OSP	Originating Service Provider
PCC	Public Contract Code

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PRF	Policy Routing Function
PIDF-LO	Presence Information Data Format - Location Object
NSP	Network Service Provider
POI	Point of Interconnection
PSAP	Public Safety Answering Point(s)
PSC	Public Safety Communications
RFP	Request for Proposal
SaaS	Software as a Service
SETNA	State Emergency Telephone Number Account
SIP	Session Internet Protocol
SIR	Self-Insured Retention
SLA	Service-Level Agreement(s)
SME	Subject Matter Expert
SOH	Scheduled Operational Hours
SOI	Service Order Input
SOP	Standard of Performance is the service availability according to the mandatory requirements
SOW	Statement of Work
TACPA	Target Area Contract Preference Act
TMRC	Total Monthly Recurring Cost(s)
UAT	User Acceptance Testing
UPS	Uninterruptable Power Supply
VoIP	Voice over Internet Protocol
WOA	Work Order Authorization(s)

Definitions

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Term/Acronym	Definition
9-1-1 traffic	Includes all voice, data, text, pictures, videos, and any future technologies capable of delivering to PSAP over the NG9-1-1 Network.
System Availability	Availability percentage equals the scheduled uptime per month less unavailable time divided by scheduled uptime per month, multiplied by 100. Scheduled uptime is based on 24x number of days in the month. The monthly availability percentage shall be based on the cumulative total of all outage durations for each calendar month.
Agency/State entity	Includes every state office, officer, department, division, bureau, board, and commission, including Constitutional Officers. "State entity" does not include the University of California, California State University, the State Compensation Insurance Fund, the Legislature, or the Legislative Data Center in the Legislative Counsel Bureau.
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.
Common Off The Shelf Software (COTS)	A computer hardware or software product that is ready-made for specific uses and available for sale to the general public. COTS products are designed to be installed without requiring custom development. For example, Microsoft Office is a COTS product that is a packaged software solution for businesses and individuals. The set of rules for COTS is defined by the Federal Acquisition Regulation (FAR).
Contractor	Any bidder who is awarded 9-1-1 CPE Contract.
CONUS	Continental United States. Lower 48 States of the US.

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Term/Acronym	Definition
Custom solution	Typically, computer software developed for a specific customer to accommodate the customer's particular requirements, preferences, and expectations.
Functional Requirements	Functional requirements represent the business objectives, needs and outcomes of all stakeholders. They should be organized and presented in context of and with a baseline business process/workflow that they describe. They provide a description of what an enabling solution should provide and specify essential details of a solution for stakeholders as a means to express and manage expectations. They describe actions and operations that the solution must be able to perform. They can describe services, reactions, and behaviors of the solution. They also describe information the solution will manage. The requirements should be expressed in business terms and should not include any technical references. The requirement should identify “what” is required to meet the business objective, not “how” the requirement will be implemented.
Non-functional Requirements	Non-functional requirements provide criteria to evaluate the operation of an enabling solution and primarily represent qualities of (expectations and characteristics) and constraints on (e.g., governmental regulations) the solution. They capture conditions that do not directly relate to the behavior or functionality of the solution, but rather describe environmental conditions of an effective solution or productive qualities of the solution. Mid-level non-functional requirements also define quality of service requirements, such as those relating to required capacity, speed, security, privacy, availability, response time, throughput, usability, and the information architecture and presentation of the user interfaces.
Off-Net PSAP	Any PSAP that is not connected to the California NG9-1-1 network.

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Term/Acronym	Definition
Point of Interface (POI)	Placed in a location that meets the needs of CPE Contractor and NCGS provider. POI provides the interfaces needed to accept 9-1-1 traffic from the NCGS Provider and deliver that traffic to CPE.
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.
Workstation	Desktop, laptop, or any other computer, including all peripherals (mouse, keyboard, monitor, UPS, cabling) used to answer 9-1-1 calls at the PSAP.

30. CAL OES - PSAPS LIST

<u>Cal OES - PSAPs List (subject to change)</u>
Alameda County Regional Fire/LLNL
Alameda County Sheriff
Alameda PD
Albany PD
Alhambra PD/FD
Amador County Sheriff
Anaheim PD
Antioch PD
Arcadia PD
Arcata PD
Arvin PD

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Atascadero PD
Atherton PD
Atwater PD
Auburn PD
Avalon FD
Azusa PD
Bakersfield PD
Baldwin Park PD
Banning PD
Barstow PD
Bay Area Rapid Transit PD
Beaumont PD
Bell Gardens PD
Bell PD
Belmont PD
Benicia PD
Berkeley PD/FD
Beverly Hills PD/FD
Bishop PD
Blythe PD
Brawley PD
Brea PD
Brentwood PD
Buena Park PD
Burbank PD
Burlingame PD

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Butte County Sheriff
CAL FIRE Camino
CAL FIRE El Cajon (Monte Vista)
CAL FIRE Felton (San Mateo)
CAL FIRE Fortuna (Humboldt/Del Norte)
CAL FIRE Fresno (Fresno/Kings)
CAL FIRE Grass Valley
CAL FIRE Mariposa
CAL FIRE Monterey (San Benito/Monterey)
CAL FIRE Morgan Hill
CAL FIRE Oroville
CAL FIRE Perris (Riverside)
CAL FIRE Red Bluff (Tehama/Glenn)
CAL FIRE Redding (Shasta/Trinity)
CAL FIRE San Andreas (Tuolumne Calaveras)
CAL FIRE San Bernardino
CAL FIRE San Luis Obispo
CAL FIRE St. Helena
CAL FIRE Susanville (Lassen/Modoc)
CAL FIRE Visalia (Tulare)
CAL FIRE Willits (Howard Forest)
CAL FIRE Yreka (Siskiyou)
Calaveras County Sheriff
Calexico PD
California City PD
Calistoga PD

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Campbell PD
Carlsbad PD
Carmel PD
Cathedral City PD
Ceres PD
Cerritos College PD
Chico PD
Chino PD
Chowchilla PD
CHP Bakersfield
CHP Barstow
CHP Bishop
CHP Border
CHP Capitol
CHP Chico
CHP El Centro
CHP Fresno
CHP Golden Gate (Vallejo)
CHP Humboldt
CHP Indio
CHP Inland
CHP Los Angeles
CHP Merced (Atwater)
CHP Monterey
CHP Orange (Irvine)
CHP Redding

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CHP Sacramento (Rancho Cordova)
CHP San Luis Obispo
CHP Stockton
CHP Susanville
CHP Ukiah
CHP Ventura
CHP Yreka
Chula Vista PD
Citrus Heights PD
Claremont PD
Clearlake PD
Cloverdale PD
Clovis PD
Coalinga PD
Colma PD
Colton PD
Colusa County Sheriff
Concord PD
CONFIRE JPA - San Bernardino County
Contra Costa County Fire Protection District
Contra Costa County Sheriff (Martinez)
Corcoran PD
Corning FD
Corning PD
Corona PD
Coronado PD

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Costa Mesa PD
Cotati PD
Covina PD
CSU Channel Islands PD
CSU Chico PD
CSU Dominguez Hills PD
CSU Fresno PD
CSU Fullerton PD
CSU Humboldt PD
CSU Long Beach PD
CSU Los Angeles PD
CSU Northridge PD
CSU Pomona PD
CSU San Bernardino PD
CSU San Diego PD
CSU San Jose PD
CSU San Luis Obispo PD - Cal Poly
CSU San Marcos PD
Davis PD
Del Norte County Sheriff (Crescent City)
Delano PD
Desert Hot Springs PD
Dinuba PD
Dos Palos PD
Downey FD
Downey PD

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East Bay Regional Park District
El Cajon PD
El Camino College District PD
El Centro PD
El Dorado County Sheriff
El Monte PD
Elk Grove PD
Emeryville PD
Escondido PD
Eureka PD
Fairfax PD
Fairfield PD
Firebaugh PD
Folsom PD
Fontana PD
Fortuna PD
Foster City PD
Fountain Valley PD
Fremont PD
Fresno County EMS
Fresno County Sheriff
Fresno PD
Fullerton PD
Galt PD
Garden Grove PD
Gilroy PD

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Glendale PD
Glendora PD
Glenn County Sheriff
Gridley PD
Hanford PD
Hayward PD
Healdsburg PD
Heartland Communications
Hemet PD
Hillsborough PD
Humboldt County Sheriff (Eureka)
Huntington Beach PD
Huntington Park PD
Huron PD
Imperial County Sheriff (El Centro)
Indio PD
Inglewood PD/FD
Inyo County Sheriff
Irvine PD
Irwindale PD
Kern County FD
Kern County Sheriff
Kings County Sheriff (Hanford)
La Habra PD
La Mesa PD
La Palma PD

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LA Port PD
La Verne PD/FD
Laguna Beach PD
Lake County Sheriff
LAPD Metro
LASD Carson Station
LASD Century Station (Lynwood)
LASD Cerritos Station
LASD Compton Station
LASD Crescenta Valley Station
LASD East LA Station
LASD Industry Station
LASD Lakewood Station
LASD Lancaster Station
LASD Lomita Station
LASD Lost Hills Station
LASD Marina Del Rey Station
LASD Metro Transit Authority Station
LASD Norwalk Sheriffs Station
LASD Palmdale Station
LASD Pico Rivera Station
LASD San Dimas Station
LASD Santa Clarita Valley Station
LASD South LA Station
LASD Temple City Station
LASD Walnut/Diamond Bar Station

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LASD West Hollywood Station
Lassen County Sheriff (Susanville)
Lemoore PD
Lincoln PD
Livermore PD
Livingston PD
Lodi PD
Lompoc PD
Long Beach FD
Long Beach PD
Los Altos PD
Los Angeles City Fire
Los Angeles County Fire
Los Banos PD
Los Gatos PD
Madera County Sheriff
Madera PD
Manteca PD
Marin County Fire
Marin County Sheriff (San Rafael)
Mariposa County Sheriff
Martinez PD
Marysville PD
McFarland PD
Mendocino County Sheriff
Menlo Park PD

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Merced County Sheriff
Merced PD
Metro Net Fire Comm Center
Metro Zone Command and Data Center (San Diego)
Milpitas PD
Modoc County Sheriff (Alturas)
Mono County Sheriff (Bridgeport)
Monrovia PD
Montclair PD
Montebello PD
Montecito Fire
Monterey County ECD
Monterey Park PD/FD
Moorpark Backup
Morgan Hill Police Comm
Mountain View PD/FD
Mt Shasta PD
Murrieta PD
Napa County Comm
NASA AMES PD
National City PD
Nevada County Sheriff (Nevada City)
Newark PD/FD
Newport Beach PD
North County Dispatch (Rancho Santa Fe)
Novato PD

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Oakdale PD
Oakland FD
Oakland PD
Oceanside PD
Ontario FD
Ontario PD
Orange County Fire Authority
Orange County Sheriff (Newport Beach)
Orange County Sheriff (Silverado)
Orange PD
Oroville PD
Oxnard PD
Palm Springs PD/FD
Palo Alto PD
Palos Verdes Estates PD/FD
Paradise PD
Pasadena PD
Paso Robles PD
Petaluma PD
Piedmont PD
Pinole PD
Pismo Beach PD
Placentia PD
Placer County Sheriff (Auburn)
Placerville PD
Pleasant Hill PD

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Pleasanton PD
Plumas County Sheriff (Quincy)
Pomona PD
Port Hueneme PD
Porterville PD
Red Bluff PD
Redlands PD
Redondo Beach PD/FD
Redwood City PD
Reedley PD
Rialto PD
Richmond PD
Ridgecrest PD
Ripon PD
Riverside County Sheriff (Palm Desert)
Riverside County Sheriff (Riverside)
Riverside PD
Rocklin PD
Rohnert Park PD
Roseville PD
Sacramento County Sheriff
Sacramento International Airport Police/Fire
Sacramento PD
Sacramento Regional Fire
San Bernardino County Sheriff (Rialto/Valley)
San Bernardino PD/FD

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San Bernardino Sheriff (Victorville/Desert Control)
San Bruno PD
San Diego City Lifeguards
San Diego County Sheriff
San Diego Harbor PD
San Diego PD
San Fernando PD
San Francisco DEM
San Francisco International Airport PD
San Francisco State University (SFSU) PD
San Gabriel PD
San Joaquin County Sheriff
San Jose FD
San Jose PD
San Leandro PD
San Luis Obispo County Sheriff
San Luis Obispo PD
San Marino PD
San Mateo County Comm
San Mateo PD
San Rafael PD
San Ramon PD / San Ramon Valley Fire Protection District
Santa Ana PD
Santa Barbara Co FD RFCC
Santa Barbara County Sheriff
Santa Barbara PD

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Santa Clara County Sheriff
Santa Clara PD
Santa Cruz 911 Regional
Santa Maria PD
Santa Monica Public Safety Comm
Santa Paula PD
Santa Rosa PD
Scotts Valley PD
Sebastopol PD
Selma PD
Sequoia National Park
Shafter PD
Shasta County Comm Center - SHASCOM (Redding)
Sierra County Sheriff (Downieville)
Sierra Madre PD
Signal Hill PD
Simi Valley PD
Siskiyou County Sheriff (Yreka)
Solano County Sheriff (Fairfield)
Sonoma County REDCOM Fire & EMS
Sonoma County Sheriff
Sonora PD
South Bay Regional Comm
South Gate PD
South Lake Tahoe PD
South Pasadena PD/FD

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South San Francisco PD
Stanislaus Regional 9-1-1
Stockton FD
Stockton PD
Suisun City PD
Sunnyvale PD
Sutter County Sheriff
Taft PD
Tehachapi PD
Tehama County Sheriff (Red Bluff)
Torrance PD/FD
Tracy PD
Trinity County Sheriff (Weaverville)
Tulare County Console Ambulance Dispatch
Tulare County Fire
Tulare County Sheriff (Visalia)
Tulare PD
Tuolumne County Sheriff
Turlock PD
Tustin PD
UC Berkeley PD
UC Davis PD
UC Irvine PD
UC Los Angeles PD
UC Merced PD
UC Riverside PD

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UC San Diego PD
UC San Francisco PD
UC Santa Barbara PD
UC Santa Cruz PD
Ukiah PD
Upland PD
US Air Force Edwards AFB Fire
US Air Force Travis AFB
US Army Fort Irwin Provost Marshall
US Army Presidio of Monterey Dispatch Center
US Park Police Golden Gate
USMC Camp Pendleton JECC
USMC Logistics Base Barstow-NEBO
USMC Miramar Air Station PD/FD
USMC Twenty-Nine Palms Combat Center Fire
Vacaville PD
Vallejo PD
Valley Regional Emergency Comm Center - VRECC
Ventura County Fire
Ventura County Sheriff
Ventura PD
Verdugo Fire (Glendale)
Vernon PD
Visalia PD
Walnut Creek PD
Wasco PD

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Weed PD
West Covina PD/FD
West-Comm West Cities Police Comm Center
Westminster PD
Whittier PD
Willits PD
Yolo Emergency Comm Agency
Yosemite National Park
Yreka PD
Yuba City PD
Yuba County Sheriff