

AGREEMENT NUMBER A251017431

1.	This Agreement is entered into between the Contracting Agency and the Contractor named below: CONTRACTING AGENCY NAME <u>California Governor's Office of Emergency Services (Cal OES)</u> CONTRACTOR NAME <u>Atos Public Safety, LLC</u>																																											
2.	The term of this Agreement is:	May 1, 2026, or upon approval by CDT-OSTP, whichever is later, through October 31, 2028, with two (2) optional one-year extensions and one (1) optional six-month extension remain at the State's sole discretion.																																										
3.	The maximum amount of this Agreement is:	\$193,541,257.00 <i>(One Hundred Ninety-Three Million Five Hundred Forty-One Thousand Two Hundred Fifty-Seven Dollars and Zero Cents)</i>																																										
4.	The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement for the Cal OES's Next Generation 9-1-1 Services Project: <table border="0"><thead><tr><th>EXHIBIT TITLE</th><th>PAGES</th></tr></thead><tbody><tr><td>Exhibit A – Statement of Work (SOW).....</td><td>72</td></tr><tr><td>SOW – Attachment 1: NG91-1-1 Service Invoice Sample Template</td><td>1</td></tr><tr><td>SOW – Attachment 1a: NG91-1-1 Service Invoice Template Instructions</td><td>2</td></tr><tr><td>SOW – Attachment 2: NG91-1-1 Service Order Template</td><td>1</td></tr><tr><td>SOW – Attachment 3: PSAP List</td><td>23</td></tr><tr><td>SOW – Attachment 4a: NG91-1-1 Functions and Services Acceptance and Authorization Template</td><td>1</td></tr><tr><td>SOW – Attachment 4b: NG91-1-1 Trunks Acceptance and Authorization Template</td><td>1</td></tr><tr><td>SOW – Attachment 4c: NG91-1-1 Aggregation Acceptance and Authorization Template</td><td>1</td></tr><tr><td>SOW – Attachment 4d: NG Core Services Acceptance and Authorization Template</td><td>1</td></tr><tr><td>SOW – Attachment 4e: NG Text to 9-1-1 Acceptance and Authorization Template</td><td>1</td></tr><tr><td>SOW – Attachment 5a: Acceptance Testing Plan Template</td><td>1</td></tr><tr><td>SOW – Attachment 5b: Certificate of System Readiness Template</td><td>1</td></tr><tr><td>SOW – Attachment 6: Work Order Authorization Form</td><td>1</td></tr><tr><td>SOW – Attachment 7: Contractor's License Information</td><td>1</td></tr><tr><td>SOW – Attachment 8: Project Milestone Report</td><td>1</td></tr><tr><td>SOW – Attachment 9: Responsibility Certification</td><td>1</td></tr><tr><td>SOW – Attachment 10: List of Subcontractors</td><td>1</td></tr><tr><td>SOW – Attachment 11: Technical Requirements</td><td>22</td></tr><tr><td>Exhibit B - Cost Workbook.....</td><td>4</td></tr><tr><td>Exhibit C – General Provisions - Telecommunications (Revised 06/06/2025).....</td><td>114</td></tr></tbody></table>		EXHIBIT TITLE	PAGES	Exhibit A – Statement of Work (SOW).....	72	SOW – Attachment 1: NG91-1-1 Service Invoice Sample Template	1	SOW – Attachment 1a: NG91-1-1 Service Invoice Template Instructions	2	SOW – Attachment 2: NG91-1-1 Service Order Template	1	SOW – Attachment 3: PSAP List	23	SOW – Attachment 4a: NG91-1-1 Functions and Services Acceptance and Authorization Template	1	SOW – Attachment 4b: NG91-1-1 Trunks Acceptance and Authorization Template	1	SOW – Attachment 4c: NG91-1-1 Aggregation Acceptance and Authorization Template	1	SOW – Attachment 4d: NG Core Services Acceptance and Authorization Template	1	SOW – Attachment 4e: NG Text to 9-1-1 Acceptance and Authorization Template	1	SOW – Attachment 5a: Acceptance Testing Plan Template	1	SOW – Attachment 5b: Certificate of System Readiness Template	1	SOW – Attachment 6: Work Order Authorization Form	1	SOW – Attachment 7: Contractor's License Information	1	SOW – Attachment 8: Project Milestone Report	1	SOW – Attachment 9: Responsibility Certification	1	SOW – Attachment 10: List of Subcontractors	1	SOW – Attachment 11: Technical Requirements	22	Exhibit B - Cost Workbook.....	4	Exhibit C – General Provisions - Telecommunications (Revised 06/06/2025).....	114
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IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		Department of Technology (CDT), Office of Statewide Technology Procurement (OSTP) Use Only
CONTRACTOR NAME (If other than an individual, state whether a corporation, partnership, etc.) <u>Atos Public Safety, LLC</u>		
CONTRACTOR AUTHORIZED SIGNATURE  <u>Michael Grunberg (Apr 28, 2026 17:10:40 CDT)</u>	DATE SIGNED 04/28/2026	
PRINTED NAME AND TITLE OF PERSON SIGNING <u>Michael Grunberg, President and CEO</u>		
ADDRESS <u>1100 N Market Blvd., Sacramento, CA 95834</u>		

STATE OF CALIFORNIA		☐ EXEMPT PER:
CONTRACTING AGENCY NAME California Governor's Office of Emergency Services (Cal OES)		
CONTRACTING AGENCY AUTHORIZED SIGNATURE  Mary Rucker (Apr 28, 2026 15:32:54 PDT)	DATE SIGNED 04/28/2026	
PRINTED NAME AND TITLE OF PERSON SIGNING Mary Rucker, Assistant Director, Administrative Services		
CONTRACTING AGENCY ADDRESS 3650 Schriever Ave., Mather, CA 95655		

EXHIBIT A
STATEMENT OF WORK
FOR
NEXT GENERATION 9-1-1 SERVICES

by and between

**THE CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES ("CAL OES"),
PUBLIC SAFETY COMMUNICATIONS, CA 9-1-1 EMERGENCY COMMUNICATIONS
BRANCH ("CA 9-1-1 BRANCH")**

and

ATOS PUBLIC SAFETY, LLC. ("CONTRACTOR")

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EXHIBIT A, STATEMENT OF WORK

1 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 CA 9-1-1 Branch is responsible for administering the State Emergency Telephone Number Account (SETNA) which provides funding to California Public Safety Answering Points (PSAPs) for 9-1-1 systems and services. The authority to oversee the expenditures of SETNA funds is provided in the California Department of Finance's Manual of State Funds, 0022.

This Statement of Work (SOW) addresses the provision of Next Generation 9-1-1 (NG9-1-1) services. The NG9-1-1 services in California will follow the mutually agreed upon National Emergency Number Association (NENA) i3 Call Flow standards which can be located at the NENA.org website and are incorporated by reference herein.

1.1 OBJECTIVE

This SOW sets forth the requirements for the deployment of the NG9-1-1 services that will connect PSAPs in California. Because NG9-1-1 Service is a tariffed public utility, all NG9-1-1 services will be purchased in accord with the Contractor's tariff on file with the California Public Utilities Commission (CPUC).

The Contractor shall provide service to process 9-1-1 traffic, which shall include voice and data to the appropriate PSAPs. The general 9-1-1 traffic flow will be to aggregate 9-1-1 traffic, process and deliver all 9-1-1 traffic from the AT&T wireline, Consolidated Communications wireline, Frontier wireline, wireless Originating Service Providers (OSPs), small Local Exchange Carriers (LECs), Voice over Internet Protocol OSPs (VoIP OSPs) and Text to 9-1-1 contacts to the correct PSAP. The 9-1-1 traffic will be anchored at aggregation until verification of the ability for the NG9-1-1 core services to properly deliver the traffic.

The Text to 9-1-1 service shall be available to all (approximately 440) primary and secondary PSAPs in California and accommodate every PSAP deployment method. Any Text to 9-1-1 sessions shall be available by Web Browser, Integrated, and Next Generation Core Services (NGCS) to a PSAP that integrate with a Host-Remote Configuration, or Stand-Alone environment.

The Contractor shall provide NG9-1-1 Network Services which will include a connection to every PSAP in California to deliver NG Text to 9-1-1 Services. The Contractor shall provide service to deliver Text to 9-1-1 traffic to the PSAPs. The Contractor shall be responsible for all costs associated with the network connectivity to the Text Control Center (TCC), PSAPs, and future connections unless otherwise stated in this Contract. The Contractor shall not charge a connection fee for any connectivity. The Contractor shall provide system monitoring for the NG9-1-1 Trunks and all 9-1-1 traffic from aggregation to PSAP.

2 DESCRIPTION OF PROPOSED SERVICE

2.1 SERVICE TO BE PROVIDED

The Contractor agrees to provide NG9-1-1 services in accordance with the SOW. The Contractor agrees to standards based, non-proprietary NG9-1-1 services to be provided but not limited to:

- 1) Contractor will be responsible for complying with updated NENA NG9-1-1 standards and requirements throughout the duration of the Contract with no additional cost to the CA 9-1-1 Branch. Contractor shall provide an annual compliance report stating how they meet all applicable standards.
- 2) The Contractor shall have the overall management and direction for consistency of call flow, as defined in the SOW and SOW - ATTACHMENT 11, TECHNICAL REQUIREMENTS.
- 3) Contractor shall manage, maintain and integrate the CA 9-1-1 Statewide Geographic Information System (GIS) database;
- 4) Contractor shall provide Statewide network performance monitoring and oversight and provide access through a dashboard;
- 5) Contractor shall be solely responsible for trouble ticket reporting for all services in the network to include subcontractor services. The Contractor shall maintain trouble ticket e-bonding for all defined trouble ticketing;
- 6) Contractor shall implement standards and best practices as determined, with the CA 9-1-1 Branch concurrence, to be used for consistency of 9-1-1 traffic between aggregation services, and established connectivity standards at each PSAP to ensure global interoperability;
- 7) Contractor shall ensure there is no single point of failure, as noted in Section 8, paragraph 7, in the Contractor's NG9-1-1 system except in scenarios the CA 9-1-1 Branch has approved and provide redundancy to support failover throughout the State;

- 8) Contractor shall provide aggregation and 9-1-1 traffic routing for all Voice over Internet Protocol (VoIP) and small Local Exchange Carriers (LECs) Originating Service Providers (OSPs), wireless OSPs, AT&T wireline, and Frontier wireline and Consolidated Communications wireline OSPs in California;
- 9) Contractor shall provide leadership to promote collaborative, mission-focused implementation that supports interoperability and the Cal OES mission;
- 10) The Contractor and the CA 9-1-1 Branch shall provide a lead team member to work together to establish the interoperability interface. The Interface Team shall meet at a minimum weekly to develop the interoperable capability of the NG9-1-1 networks and interfaces;
- 11) Contractor shall provide CPUC-approved tariffed services based on the SOW and approval of the CA 9-1-1 Branch;
- 12) Contractor shall be responsible to support integration of an NG9-1-1 Emergency Alert and Warning System (NG9-1-1 AWS) to include capabilities to use all functions provided by the Federal Emergency Management Agency (FEMA) Integrated Public Alert and Warning System (IPAWS).
- 13) Contractor shall provide rack replacements at PSAPs taking live NG9-1-1 traffic (as specified in SOW - Attachment 3, PSAP LIST), this includes PSAPs taking integrated Text to 9-1-1, any PSAPs that are getting new CPE or any other PSAP at the request of the CA 9-1-1 Branch. All sites must be approved by the CA 9-1-1 Branch. Contractor shall work with the CA 9-1-1 Branch on a schedule for rack replacements. Contractor shall provide a Method of Procedure (MOP) for cutting over rack replacements at PSAPs. At the conclusion of this Contract, Cal OES will have an option to purchase equipment installed at PSAPs necessary to carry NG 911 traffic. For purposes of this section, "equipment" includes, but is not limited to, the universal power supply dual battery backup, any and all racks holding equipment, and any other items necessary to NG9-1-1 operations that was installed by Contractor at PSAPs. The purchase price shall be the fair market value of equipment using industry standard depreciation. During the Contract, Contractor shall provide and maintain the racks and associated equipment.
- 14) Contractor shall migrate Los Angeles area PSAPs as, set forth in the Project Deployment Plan, to prepare the Los Angeles area for the 2028 Olympics.

All 9-1-1 traffic in the Los Angeles area shall be transitioned, and PSAPs shall not be left in a state of receiving 9-1-1 traffic from both legacy 9-1-1 and NG9-1-1.
- 15) As work is conducted, the Contractor shall make architectural changes and upgrades to provide an increased level of resiliency and scalability consistent with plans for the full Statewide roll-out. As work is conducted, Contractor shall

implement new security measures to conform with the latest version of Next Generation 9-1-1 security (NG-SEC).

- 16) Contractor shall provide location and additional data repository (ADR) services including geolocation, and services-based location-to-service translation (LoST) request for all calls delivered via the Contractor's Emergency Services IP Network (ESInet) to call processing equipment (CPE) that is capable of launching such request. Location services for all legacy delivered 9-1-1 calls and CPE incapable of Next Gen geolocation, ADR, and LoST queries will be provided via other contractors outside of this Contract.
- 17) Contractor shall provide voice traffic delivery at all PSAPs currently accepting NG9-1-1 voice traffic, including PSAPs accepting transfers of NG9-1-1 traffic, as identified in SOW - Attachment 3, PSAP LIST. Contractor shall prioritize the migration of PSAPs as directed by the CA 9-1-1 Branch to facilitate the deployment of Los Angeles area PSAPS in preparation of the Los Angeles Olympic Games in 2028, but any such migrations will not include Time Division Multiplex- (TDM) based OSP traffic. Upon notification of the need to migrate a PSAP, Contractor will supplement the Project Deployment Plan that is required in Section 13.2, infra, to reflect the addition of the PSAPs and submit the supplement to the Project Deployment Plan to the CA 9-1-1 Branch within thirty (30) calendar days. The CA 9-1-1 Branch will review the supplement and provide input for development of a final supplemental plan. Contractor shall provide a final supplemental plan.
- 18) Contractor shall manage, process, and deliver NG Text to 9-1-1 services for the State. Wherever possible, the integrated text service shall be deployed, based upon the PSAP's CPE and their readiness; otherwise, the default mode for Web-based text services shall be used.

2.2 PROJECT DESIGN

Contractor shall be responsible for providing NG9-1-1 tariffed services as defined by this SOW, and SOW - ATTACHMENT 11, TECHNICAL REQUIREMENTS.

The four (4) areas of tariffed services are:

- 1) NG9-1-1 Trunk Services;
- 2) NG9-1-1 Aggregation Services (Note: Provide aggregation and 9-1-1 traffic routing for all VoIP and small LEC originating service providers in California as well as all wireless, AT&T wireline, and Frontier wireline, and Consolidated Communications wireline);
- 3) NG9-1-1 Core Services; and
- 4) NG9-1-1 Functions and Services.

2.3 NG9-1-1 SERVICES ENVIRONMENT

This section is intended to present an overview of the NG9-1-1 Services Environment. The Contractor shall be responsible to deliver a solution utilizing the required technical requirements identified in the SOW and SOW - ATTACHMENT 11, TECHNICAL REQUIREMENTS.

NG9-1-1 Services in California shall follow the NENA i3 Call Flow per NENA-STA-010.2-2016 or mutually agreed upon version, using NENA Detailed Functional and Interface Standards for the NENA i3 Solution.

The NG9-1-1 Service Network Provider shall be responsible for aggregating all OSP 9-1-1 traffic including AT&T, Frontier, Consolidated Communications wireline and wireless OSPs. Text to 9-1-1 is also included as part of the 9-1-1 traffic. The Contractor shall aggregate all Text to 9-1-1 traffic from the Text Control Center or OSP.

The Contractor shall be responsible to anchor all 9-1-1 traffic at aggregation until verification of the ability for the NGCS to deliver the call to the appropriate PSAP.

2.4 COMMERCIALY AVAILABLE HARDWARE

Contractor shall use commercially available hardware for the best quality and 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 sole discretion to approve or reject the use of proprietary hardware.

3 TERM OF THE CONTRACT

The "Effective Date" of the Contract is the date of execution of the Contract or the date of approval by the California Department of Technology (CDT) Statewide Technology Procurement (STP), whichever is later. This Contract is for a term of thirty (30) months commencing on the Effective Date of the Contract. The term of the Contract may be extended by two (2) twelve (12) month option periods and after the two (2) twelve (12) month option periods are exhausted, by one (1) six (6) month option period (each an "Option Period").

Six (6) months before the expiration of the Contract, the CA 9-1-1 Branch will notify Contractor in writing whether it intends to exercise an option to extend the Contract. Any exercise of an Option Period is within the CA 911 Branch's sole discretion.

3.1 PREPLANNING ACTIVITIES

The Contractor shall not be authorized to deliver or commence the performance of services as described in this SOW until Effective Date of the contract. Any delivery or performance of service that is commenced prior to the Effective Date of the Contract shall be considered voluntary on the part of the Contractor and non-compensable.

4 CONTRACT CONTACTS

The project representatives during the term of this Contract will be:

The CA 9-1-1 Branch contact will be the primary interface with the Contractor.

State:	Governor's Office of Emergency Services, Public Safety Communications, CA 9-1-1 Branch	Contractor:	Atos Public Safety, LLC
Name:	Ryan Sunahara	Name:	Jason Bivens
Address:	601 Sequoia Pacific Blvd Sacramento, CA 95811	Address:	Attn: Atos Public Safety 1100 N Market Blvd, Sacramento, CA 95834
Phone:	(916) 894-5028	Phone:	(714) 417-2160
e-mail:	ryan.sunahara@caloes.ca.gov	e-mail:	jb.bivens@atos.net

Direct all Contract inquiries to:

State:	Governor's Office of Emergency Services	Contractor: Atos Public Safety, LLC.
Unit:	Information Technology Admin	Attention: Contract Management
Name:	Flora Karami	
Address:	3650 Schriever Ave Mather, CA 95655	Address: 4851 Regent Boulevard, 4th Floor, Irving, TX 75063
Phone:	(916) 845-8808	Phone: (682) 342-7450
e-mail:	Flora.Karami@caloes.ca.gov	e-mail: atoslegalna@atos.net

5 SOLUTION REQUIREMENTS

5.1 TECHNICAL REQUIREMENTS

All requirements as stated in SOW - ATTACHMENT 11, TECHNICAL REQUIREMENTS are part of this SOW. Within ten (10) state business days of the Effective Date of this Contract, the Contractor shall schedule an initial meeting with the CA 9-1-1 Branch to prioritize the deployment. Pending confirmation or change in that meeting, the CA 9-1-1 Branch establishes the following general priorities:

1. Migration of all voice and services except legacy ALI at the PSAPs receiving voice calls on a regional NG 9-1-1 Network from the regional NG 9-1-1 network to the Contractor NG 9-1-1 network as identified in SOW - Attachment 3, PSAP LIST.
2. Migration of PSAPs receiving transfers from other PSAPs (for example, the California Highway Patrol PSAP near Bakersfield) as identified in SOW - Attachment 3, PSAP LIST.
3. Migration of all existing services at the PSAPs receiving text to 9-1-1 services on the Atos NG 9-1-1 network,
4. Migration of additional PSAPs, as identified by the CA 9-1-1 Branch and the Project Deployment Plan. This may require Contractor to install racks and equipment at specific PSAPs as determined by the CA 9-1-1 Branch.

The services shall meet the technical requirements contained in all worksheets in SOW - ATTACHMENT 11, TECHNICAL REQUIREMENTS. Additional meetings may be required to further prioritize the deployment. An additional meeting schedule will be implemented at the initial meeting after the Effective Date of the Contract. The priorities to the

statewide deployment shall be used to establish the Project Deployment Plan identified in Section 13.2. The CA 9-1-1 Branch retains the discretion to reassign priorities for the deployment of the statewide network. The Contractor agrees to follow the priorities as assigned by the CA 9-1-1 Branch.

The Deployment Plan for NG9-1-1 services will require the Contractor to assign a Single Point of Contact to prioritize the rollout in an efficient manner and consider all dependencies of PSAPs, Technology, the CA 9-1-1 Branch's Timeframes, Ordering Process, Risks, Training, Resources, and Acceptance Testing.

6 CONTRACTOR FACILITY LOCATIONS

All Contractor's facilities, direct technical and administrative support personnel that will perform services as part of this Contract must be located within the Continental United States (CONUS) or the District of Columbia. Contractor shall maintain a minimum of two (2) geographically diverse cores dedicated to California with demonstrated capability to provide 99.999% availability.

7 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 4 for designee. This person will review the SOW and associated documents with the Contractor to ensure understanding of the responsibilities of both parties.
- 2) The CA 9-1-1 Branch personnel shall utilize the Project Milestone Report (PMR), SOW - ATTACHMENT 8, to document and track the status of all project tasks. The original PMR will be maintained with the CA 9-1-1 Branch and a copy of the PMR will be provided to the Contractor.
- 3) The CA 9-1-1 Branch will provide access to department staff and management, offices and operation areas, as required, to complete the tasks and activities defined under this Contract.
- 4) The CA 9-1-1 Branch requires a minimum of ten (10) state business days for the review and approval of all documents, plans, schedules, requests and other project information and documentation provided by the Contractor to perform its obligations. In the event the CA 9-1-1 Branch is unable to review and approve documents within the ten (10) state business days, the Contractor will be notified of the adjusted date. The documents are not automatically approved in the event the CA 9-1-1 Branch is not able to review and approve within the ten (10) state business days. If the Contractor is not provided with an estimated date of State review and approval completion, the Contractor may initiate the escalation process which is identified in Section 11, Problem Escalation.

- 5) The CA 9-1-1 Branch will work with PSAP in the event there is no cabling available at Main Point of Entry (MPOE). For these instances, Contractor shall not be responsible for any cost element related to new cabling and installation.

8 CONTRACTOR'S ROLES AND RESPONSIBILITIES

- 1) After the Effective Date of the Contract, the Contractor through its Key Staff as identified in SOW Section 9, shall meet, via in person meeting or teleconference, with the CA 9-1-1 Branch team on at least a weekly basis, or at the discretion of the CA 9-1-1 Branch to ensure project tasks and timelines are met. The CA 9-1-1 Branch may require an in-person presence by Contractor's Key Staff at these meetings.
- 2) Upon Contract execution until NG9-1-1 services are fully implemented, the Contractor Project Coordinator shall maintain communication with the CA 9-1-1 Branch team on a regular basis throughout the week.
- 3) Once NG9-1-1 services are fully implemented, the Contractor team shall meet with the CA 9-1-1 Branch at a minimum monthly to review outage reports and SLAs. This meeting will be in person with the CA 9-1-1 Branch team.
- 4) The Contractor shall develop all interface standards for aggregation and PSAP, based on direction and approval from the CA 9-1-1 Branch.
- 5) The Contractor shall comply with all Interface Control Document defined interface standards for aggregation, and PSAP, based on direction and approval from the CA 9-1-1 Branch.
- 6) The Contractor shall provide its own equipment and software necessary to perform the required duties.
- 7) The Contractor shall use a multi-layered redundancy of systems, software and facilities with no single point of failure, except in scenarios the CA 9-1-1 Branch has approved (e.g., PSAPs with single trunk services).
- 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.
- 9) The Contractor shall perform their duties on the premises of the PSAP facilities located within California during the best available hours for the PSAP and at all other times as required to successfully provide the services.
- 10) Contractor staff that perform duties on premises of the PSAP will be subject to PSAP's background check and security requirements.
- 11) The Contractor shall maintain a Certificate of Public Convenience and Necessity (CPCN) through CPUC throughout the term of the Contract.
- 12) The Contractor shall have CPUC-approved tariffs that match the Contract terms, conditions, and pricing, throughout the term of the Contract.

- 13) The Contractor shall submit a Project Milestone Report (PMR) for each non-tariffed NRC. Prior to payment, the CA 9-1-1 Branch acceptance and signature of PMR is required.

9 CONTRACTOR KEY STAFF

The Contractor will be responsible for providing all necessary staff to implement all requirements of this Contract.

The Contractor shall notify the CA 9-1-1 Branch in writing, of all changes in Key Staff assigned to the tasks as outlined in Section 9 below. 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.

Within thirty (30) calendar days of Contract execution, the Contractor shall submit in writing to the CA 9-1-1 Branch the following key staff:

- 1) Project Coordinator;
 - a) A minimum of three (3) years' experience with knowledge and experience in managing projects/ system installations of similar complexity.
- 2) Alert and Warning Coordinator;
 - a) A minimum of two (2) years' experience with Knowledge and experience in emergency notification systems, alert and warning requirements, and FEMA Integrated Public Alert Warning System (IPAWS).
- 3) NG9-1-1 Trunk Services Coordinator;
 - a) A minimum of two (2) years' experience with knowledge and experience in NG9-1-1 networks.
- 4) NG9-1-1 Aggregation Services Coordinator;
 - a) A minimum of two (2) years' experience with knowledge and experience in NG9-1-1 traffic aggregation and network configuration.
 - b) A minimum of two (2) years' experience with knowledge and experience working with the OSP include wireless, wireline, and VoIP technologies.
- 5) NG9-1-1 Core Services Coordinator;
 - a) A minimum of two (2) years' experience with knowledge and experience in development and implementation of NG9-1-1 Core Services.

6) NG9-1-1 Functions and Services Coordinator;

- a) A minimum of two (2) years' experience with knowledge and experience in development and implementation of NG9-1-1 Core Services including network interoperability, system monitoring, GIS, and outage reporting.

7) Text-to-9-1-1 Coordinator;

- a) A minimum of two (2) years' experience with knowledge and experience in NG Text to 9-1-1 Services.

8) System Monitoring and Outage Reporting Coordinator.

- a) A minimum of two (2) years' experience with knowledge and experience in system monitoring, outage reporting, NG9-1-1 Network Services.

10 SUBCONTRACTORS

The Contractor shall maintain a list of subcontractors providing the services identified below. The Contractor shall provide the CA 9-1-1 Branch with copies of list, upon request and when any subcontractors are added or removed. The CA 9-1-1 Branch may approve or reject any proposed subcontractor in its sole discretion. Contractor shall, at all times, remain responsible for the acts, omissions, and performance of all approved subcontractors as if they were Contractor's own. The information shall be submitted in the same format as SOW – ATTACHMENT 10, LIST OF SUBCONTRACTORS.

- Next Generation Core Services (NGCS)
- GIS
- Emergency Call Routing Function (ECRF)
- Emergency Services Routing Proxy (ESRP)
- Location Information Service (LIS)
- Location Database (LDB)
- Aggregation
- Alert and Warning
- Text-to-9-1-1
- System Monitoring

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) state business days of the change. The CA 9-1-1 Branch retains the right to approve or disapprove subcontractors, except when a subcontractor provides only supplies.

11 PROBLEM ESCALATION

The parties acknowledge and agree that certain technical and project-related problems or issues may arise, and that such matters shall be brought to the CA 9-1-1 Branch's attention. Problems or issues shall be reported in monthly status reports, as described more fully in Sections 30.1, 30.1.1 and 30.16, and via web-based alerting/monitoring systems accessible by the CA 9-1-1 Branch, as described more fully in Section 2.1, paragraph 4. Severity of the problem(s) as outlined below requires escalated reporting. To this extent, the Contractor will determine the level of severity and notify the appropriate CA 9-1-1 Branch personnel. The CA 9-1-1 Branch personnel notified, and the time period taken to report the problem or issue, shall be at a level commensurate with the severity of the problem or issue. The CA 9-1-1 Branch personnel include, but are not limited to, the following:

First level:	CA NG9-1-1 Branch Manager (currently unknown) Email to be updated when available Telephone to be updated when available
Second level:	Ryan Sunahara, Division Chief Ryan.Sunahara@caloes.ca.gov (916) 894-5028
Third level:	Ian Stephenson, Senior Telecommunications Engineer Ian.Stephenson@caloes.ca.gov (916) 894-5033

11.1 SERVICE ISSUES AND OUTAGE NOTIFICATION

Information for the confidential CA 9-1-1 Branch outage notification phone number and e-mail will be provided to the Contractor. The outage reporting shall incorporate real-time or live monitoring per SOW - ATTACHMENT 11, TECHNICAL REQUIREMENTS, where a secure log-in portal is available to CA 9-1-1 Branch.

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

11.1.1 SERVICE IMPACTING EVENT NOTIFICATION

In the event of any service issue(s) and/or outage(s) as specified in the appropriate Service Level Agreement (SLA) located in Section 30 and its subsections, the Contractor shall make an Initial Notification to the CA 9-1-1 Branch via a voice call and email within ten (10) minutes of initial report of outage or network failure and provide the following information (as available):

- 1) Primary outage location;
- 2) Problem description;
- 3) Time of failure;
- 4) Affected systems/services;
- 5) Impact on the provisioned 9-1-1 Service(s);
- 6) Trouble ticket number; Ticket pending (test or dispatch).

Follow-up notifications shall be provided by the Contractor as new information becomes available or every two (2) hours, whichever occurs first, and include a current status of the data provided in the initial contact and any additional data pertinent to the outage and its resolution such as:

- 1) Extent of outage;
- 2) Affected systems/services (if different than initial);
- 3) Potential number of requests for emergency services denied/failed, if unable to determine if requests for emergency service were lost or not, "session lost – unknown" should be in the outage notification);
- 4) Sequence of events toward resolution (action taken to resolve the issue);
- 5) Estimated time of technician arrival (ETA)/Estimated time of outage resolution (ETR).

When a catastrophic outage is resolved, Contractor shall send a Final Notification of resolution. The CA 9-1-1 Branch may review this catastrophic outage with the Contractor to determine if notifications need to be adjusted to support the overall Cal OES situational awareness. See SLA Section 30.

11.1.2 OTHER OUTAGE NOTIFICATION

For any other service issue(s) or outage(s) that the monitoring system does not report on, the Contractor shall send an Initial Notification to the CA 9-1-1 Branch by way of e-mail, as set forth in Section 11, within five (5) minutes or receiving a report of an outage or disruption of service. Circumstances in which notifications shall be made include, but are not limited to, when location data is not delivered with 9-1-1 traffic from the OSP, trunk

usage is at or above 80 percent, there is a policy-based routing failure, or the network is down. The Initial Notification shall contain the following information (as available):

- 1) Primary outage location;
- 2) Problem description;
- 3) Time of failure;
- 4) Affected systems/services;
- 5) Impact to the provision of 9-1-1 Service;
- 6) Trouble ticket number; Ticket pending (test or dispatch).

When the event is cleared, Contractor shall send a Final Notification of resolution. The CA 9-1-1 Branch may review these events with the Contractor on a monthly basis to determine if notifications need to be adjusted to support the CA 9-1-1 Branch's overall situational awareness. See Exhibit A, STATEMENT OF WORK, Section 30, SERVICE LEVEL AGREEMENTS (SLA).

11.1.3 OUTAGE REPORTING

The Contractor shall for any service/system outage, deliver the appropriate e-mail, and, if necessary, a voice call to the CA 9-1-1 Branch Outage phone, and provide root cause analysis. See Exhibit A, STATEMENT OF WORK, Section 30, SLA.

12 CHANGE CONTROL PROCESS

The Contractor shall not make any changes after implementation and successful acceptance of the NG9-1-1 service, unless approved by the CA 9-1-1 Branch NG9-1-1 Manager. If change is required after implementation and successful acceptance that adds time or expense, amendment of the Contract terms may be necessary.

13 CONTRACTOR TASKS AND DELIVERABLE REQUIREMENTS

13.1 MAINTENANCE PLAN

Contractor shall be responsible for all maintenance necessary for the delivery of NG 911 services to PSAPs for the term of the Contract, at no additional cost. Within thirty (30) calendar days of the Effective Date of the Contract, Contractor shall prepare a draft maintenance plan. A final maintenance plan shall be submitted to the CA 9-1-1 Branch for review and approval within ninety (90) calendar days of the Effective Date of the Contract. Maintenance, whether planned or unplanned, shall not disrupt 9-1-1 service. Contractor understands that maintenance that creates disruptions to PSAP operations will trigger SLA violations and Contractor may be liable for SLA remedies.

The draft and final maintenance plans shall include a maintenance schedule addressing the following items:

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

13.2 PROJECT DEPLOYMENT PLAN (PDP)

A Project Deployment Plan (PDP) is required. All documents shall be provided in electronic format unless a hard copy is specifically requested by the CA 9-1-1 Branch.

- 1) The Contractor shall submit a draft PDP within thirty (30) calendar days of the Effective Date of the Contract. The CA 9-1-1 Branch will review the draft PDP and provide input for development of a final PDP. In accordance with SLA 30.2, Contractor shall submit a final PDP within sixty (60) calendar days after the Effective Date of this Contract, or at any time mutually agreed upon by the parties. The CA 9-1-1 Branch will review the final PDP for approval. The CA 9-1-1 Branch has sole discretion to determine if the PDP will be approved. The final PDP shall include a task-oriented Gantt chart detailing the deployment activities and clearly identifying all external dependencies outside of the Contractor's control for expected timelines.
- 2) The Contractor shall utilize the Project Milestone Report (PMR), SOW - ATTACHMENT 8, for each milestone to document and track the status of all project tasks. The original PMR will be maintained with the CA 9-1-1 Branch.
- 3) The final PDP shall include major milestones identified as follows:
 1. Identification of Key Staff specified in Section 9;
 2. Project schedule with major milestones identified, including, but not limited to:

- a) PSAP site survey schedule;
 - b) Network requirements and final design solution;
 - c) OSP aggregation connectivity plan;
 - d) Text to-911 deployment plan;
 - e) Alert and Warning deployment plan;
 - f) Alert and Warning training plan;
 - g) Acceptance Test Plan;
 - h) Training plan;
 - i) Monthly Billing and SLA plan;
 - j) PSAP cutover day plan;
 - k) Interface and Integration plan (shall include PSAP and aggregation);
 - l) Selective Router Decommissioning Plan: This plan will outline the transitioning of all 9-1-1 traffic from selective router.
-
- 4) Contractor shall conduct necessary site surveys;
 - 5) Contractor shall deliver a certificate of system readiness when the service is ready for acceptance testing;
 - 6) Contractor shall deliver system acceptance testing to ensure that the system operates in substantial accord with the technical specifications, is adequate to perform as warranted by Contractor's response to the requirements of this Contract, and evidence a satisfactory level of performance reliability, prior to its acceptance, as set forth in Section 14.2;
 - 7) Contractor shall deliver acceptance testing for software (other than Operating System Software);
 - 8) Contractor shall provide a Project Coordinator with knowledge and experience in managing system installations of similar complexity at no additional cost to the PSAP or the CA 9-1-1 Branch. All installations shall use industry accepted project management methodology that follow Project Management Body of Knowledge (PMBOK), throughout the project unless otherwise approved by the CA 911 Branch;

- 9) Contractor shall deliver maintenance services including parts, software support and labor;
- 10) Contractor shall deliver notification to the PSAPs if it determines that telephone line repair is needed;
- 11) Contractor shall deliver the necessary maintenance and parts to keep the service in good operating condition, which includes preventative scheduled maintenance.

14 DELIVERABLE ACCEPTANCE/REJECTION PROCESS

14.1 ACCEPTANCE

The CA 9-1-1 Branch has the sole discretion to determine the acceptability of all work performed and all work product produced by the Contractor as a result of this SOW. If the work performed or the work products produced fail to meet the CA 9-1-1 Branch conditions, requirements, specifications, guidelines, expectations, or other applicable standards, the following resolution process will be employed, except if superseded by other binding processes:

The CA 9-1-1 Branch will send the Contractor an initial problem notification by e-mail within ten (10) state business days after completion of any phase of service or any acceptance problems by identifying the specific issues, inadequacies, or failures.

The Contractor will, within five (5) state business days after the date of the initial problem notification, respond by e-mail to the CA 9-1-1 Branch with a detailed explanation describing precisely addressing all issues, inadequacies or failures identified by the CA 9-1-1 Branch. The response must address how all services and products adhere to and satisfy all applicable requirements, and contain a proposed corrective action plan to address each issue, inadequacy or failures identified in the initial problem notification. Failure to respond to the CA 9-1-1 Branch initial problem notification within the required time limit 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 proposed corrective action plan, notify the Contractor by e-mail whether it accepts or rejects the explanation and plan. If the CA 9-1-1 Branch rejects the explanation and/or proposed corrective action plan, the Contractor shall submit a revised corrective action plan within five (5) state business days. Failure to respond to the CA 9-1-1 Branch' notification of rejection of the explanation and/or proposed 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 by e-mail whether it accepts or rejects the revised corrective action plan. Rejection of the revised corrective action plan may result in the CA 9-1-1 Branch requesting additional corrective action plans, information or documentation. The failure of the Contractor to present an acceptable corrective action plan may result in the immediate termination of the Contract at the good faith discretion of the CA 9-1-1 Branch. In the event of termination, the CA 9-1-1 Branch shall pay all amounts due the Contractor for all work accepted prior to termination.

14.2 ACCEPTANCE TESTING CRITERIA

The Contractor shall provide a draft Acceptance Testing Plan (ATP) and Checklist within thirty (30) calendar days of the Effective Date of the Contract. The CA 9-1-1 Branch will review the draft ATP and Checklist and provide input for development of a final ATP and Checklist. The Contractor shall submit a final ATP and Checklist within ninety (90) calendar days after the Effective Date of the Contract, or at any time mutually agreed upon by the parties. The CA 9-1-1 Branch will review the final ATP and Checklist for approval. The CA 9-1-1 Branch has the sole discretion to determine if the ATP and Checklist will be approved. At a minimum, the ATP and Checklist shall include the mutually agreed upon NENA standards. System acceptance templates are provided in SOW - Attachment 4a-4e and SOW - Attachment 5a-5b to identify the minimum required information for Contractor's use. A substantially similar form may be used as approved by the CA 911 Branch.

The ATP and Checklist shall include the following services:

- 1) NG9-1-1 Trunk Services;
- 2) NG9-1-1 Alert and Warning System;
- 3) NG9-1-1 Aggregation Services;
- 4) NG9-1-1 Statewide GIS;
- 5) NG9-1-1 Core Services;
- 6) NG Text-to-9-1-1 Services and Text-to-9-1-1 Authorization Checklist;
- 7) Full System Acceptance; and
- 8) Other:
 - a) PSAP cutover plan;
 - b) Billing Process;

- c) Real-Time System Monitoring;
- d) PSAP Interface;
- e) Aggregation Interface.

Acceptance testing is intended to ensure that the service, as set forth in Section 2.1, is performing as intended according to the expectations stated in this Contract. The services must operate at a satisfactory level of performance availability as per SLAs before the CA 9-1-1 Branch accepts the service. Acceptance Testing is required for all newly installed technology service after a successful performance period.

The Contractor shall issue a certificate of system readiness to the CA 9-1-1 Branch when services are ready for Acceptance Testing. Acceptance Testing shall commence on a date and time mutually agreed upon by the parties, within ten (10) state business days after the CA 9-1-1 Branch receives the certificate of system readiness. Acceptance Testing shall end when the services have met the standard of performance, the acceptance test criteria, for a performance period of forty-five (45) calendar days. Operation of the services to confirm proper installation shall be considered to be a part of the Acceptance Test. It is not required that the 45 calendar days expire in order to begin a subsequent Acceptance Testing period.

Services shall not be accepted by the CA 9-1-1 Branch, and no charges associated with such service shall be paid by the CA 9-1-1 Branch, until the Contractor has demonstrated that the Contractor has satisfactorily provided all of the functionality per SOW, Section 14.2, ACCEPTANCE TESTING CRITERIA.

The standard of performance for acceptance testing is defined as the operation of service at 99.999% availability for a period of forty-five (45) calendar days. For Acceptance Testing purposes, the system shall not have any major failures during the 45-calendar day testing period. In the event of a major failure, the 45-day clock will be restarted after the failure has been corrected. Minor failures will not restart the testing period clock, however, such minor failures must be resolved and will be noted in the system acceptance report.

The CA 9-1-1 Branch has the sole discretion to determine if the system has successfully completed Acceptance Testing. Upon successful completion of the entire NG9-1-1 network system ATC, the certificate of system readiness shall be executed by the Contractor, the PSAP representative, and the CA 9-1-1 Branch NG9-1-1 Manager or designee. The certificate of system readiness will be attached to the testing notes and findings. The original copy shall be filed with the CA 9-1-1 Branch.

15 USER ACCEPTANCE TESTING CRITERIA

The Contractor shall coordinate with the CA 9-1-1 Branch NG9-1-1 Manager or designee who will identify the PSAP team for User Acceptance Testing (UAT) criteria. The PSAP team will coordinate UAT with the Contractor for all NG9-1-1 Services deployed at the PSAP. UAT will be developed by the PSAP and in collaboration with the Contractor and approved by the NG9-1-1 Manager.

16 NG9-1-1 EMERGENCY ALERT AND WARNING

Contractor shall be responsible for providing statewide NG9-1-1 AWS for local, regional and state end users that meet all technical requirements outlined in SOW - ATTACHMENT 11, TECHNICAL REQUIREMENTS.

The NG9-1-1 AWS shall be capable of distributing and/or broadcasting recorded voice, text-to-voice, text message, email and fax notifications to an area identified by a GIS polygon or predefined GIS tool.

16.1 PUBLIC SELF-REGISTRATION PORTAL

Contractor shall provide a public-facing portal to allow local community members to register their contact information and additional telephone, text message and email contact information that meet all technical requirements outlined in SOW - ATTACHMENT 11, TECHNICAL REQUIREMENTS.

16.2 ALERT AND WARNING GIS MAP

The Alert and Warning System GIS map shall provide local, regional and state users predefined customizable geometric shapes to select contact data from the GIS map.

16.3 ALERT AND WARNING TRAINING

Contractor shall be responsible for providing training in the form of the Train-the-Trainer course for all local, regional, and state entities who will utilize the system. Training shall include all training resource materials and on-site training using the NG 9-1-1 Training rates specified in Exhibit B, COST WORKBOOK, per SOW - ATTACHMENT 11, TECHNICAL REQUIREMENTS.

17 GEOGRAPHICAL INFORMATION SYSTEM

The CA 9-1-1 Branch will provide Contractor the complete and validated CA 9-1-1 Statewide GIS database that conforms to the mutually agreed upon NENA i3 standards and all technical requirements outlined in SOW - ATTACHMENT 11, TECHNICAL REQUIREMENTS.

17.1 GEOGRAPHICAL INFORMATION DATABASE

Contractor shall be responsible for coordination and transition of Statewide GIS database from the CA 9-1-1 Branch's selected GIS database Contractor. Contractor shall assimilate the Statewide GIS database and accept responsibility for the tools and resources needed to manipulate, edit, process discrepancies, provide updates, provision to functional elements, and provide data normalization of the GIS database.

Contractor shall be responsible incorporate the Statewide GIS database, emergency call routing function (ECRF), and associate policy-based routing functions into the ECRF and NG Core Service solution.

17.2 GEOGRAPHICAL INFORMATION DATABASE RESPONSIBILITY

The Statewide GIS Database will contain the shape files and layers necessary to route 9-1-1 traffic. At all times, the Statewide GIS Database is owned by the state. OSPs are responsible for providing subscriber location data and submit updates to the Contractor. The 9-1-1 County Coordinators are responsible to maintain GIS data and submit updates to the Contractor. The Contractor shall be the definitive data source for 9-1-1 traffic routing.

- 1) The Contractor shall provide an administrative access to GIS database for a maximum of 500 users. The users will include County Coordinators, OSP representatives and the CA 9-1-1 Branch. Complete list of personnel will be provided to the Contractor as of the Effective Date of the Contract;
- 2) The Contractor shall provide all PSAPs the functionality to support database location queries that integrate to CPE.

At the conclusion of the contract term, the Contractor must hand-off to the CA 9-1-1 Branch, all updates and GIS database information.

17.3 LOCATION DATABASE (LDB) AND ASSOCIATED SERVICES

The Contractor shall provide a Location Database (LDB) to facilitate the implementation of location services. The LDB must be able to provide Presence Information Data Format – Location Object (PIDF-LO), utilizing both the civic and geodetic profiles, for all calls entering the Next Generation Core Services (NGCS). At a minimum, the LDB shall meet the technical requirements identified in SOW - ATTACHMENT 11, TECHNICAL REQUIREMENTS.

Ability for Service Providers to update their location records using their existing processes (such as Service Order Input (SOI)) or a web-based user interface.

17.4 PSAP GIS BOUNDARY DATA

The Contractor shall maintain records of all PSAP profiles and GIS routing boundaries. The shape file jurisdiction boundaries shall be the property of the CA 9-1-1 Branch and provided upon request. The initial shape files will be provided by the CA 9-1-1 Branch; updates may be sent by County Coordinators or PSAPs and the update process will be similar to the existing Master Street Address Guide (MSAG) update process. NG9-1-1 traffic will be routed via GIS shape files to the correct PSAP.

18 POLICY BASED ROUTING

The Contractor shall supply a rules-based routing proxy functionality per the mutually agreed upon NENA standards. Specifically, the Policy Routing Function (PRF) is required to interface with the Emergency Service Routing Proxy (ESRP) and the conditional routing possibilities within the NGCS. Contractors must ensure that the system's rules-based routing interfaces to the other components and functional elements making up the NGCS are in compliance with current NENA i3 standards and the requirements of the CA 9-1-1 Branch. The Contractor shall identify the interface used to establish these rules within the NGCS and any conditions that may exist limiting its function. All Policy Routing Data is the property of the CA 9-1-1 Branch and shall be available for review by an on-line system, dashboard, by GIS, or excel data format.

The Contractor shall supply a rules-based routing proxy functionality per the mutually agreed upon NENA i3 standards that aligns with the Contractor developed and maintained Policy Routing Function (PRF) as required to interface with the developed and maintained Emergency Service Routing Proxy (ESRP) and the conditional routing possibilities within the NGCS.

19 DATA HANDLING AND OWNERSHIP

Contractor shall provide security for all data handling and make it available to the CA 9-1-1 Branch at no additional charge upon request in written, electronic, or by secure portal access for each of the following types of data. All data related to this Contract shall be the property of the CA 9-1-1 Branch.

19.1 CALL DATA RECORDS

Any 9-1-1 Call Data Records (CDR) are the property of the CA 9-1-1 Branch and shall be available to the PSAP as defined by the CA 9-1-1 Branch's Operation Manual. The Contractor shall utilize Session Internet Protocol (SIP) metadata and i3 logging to monitor, track and verify data flow as a part of the CDR. All NG9-1-1 Metadata shall have a ten (10) year retention period.

19.2 NG9-1-1 TEXT TRAFFIC STATISTICS

Contractor shall provide interface and all required data to support text session CDR within State's existing statistical tracking contractor. NG9-1-1 traffic includes all voice and data from callers to PSAP.

19.3 TEXT SESSION STATISTIC DATA

Any Text Session Data are the property of the CA 9-1-1 Branch and shall be available to PSAP as defined by the CA 9-1-1 Branch's Operation Manual. Statistical reports and Ad hoc report data shall also be available. Text Session Metadata shall be provided to the CA 9-1-1 Branch for ten (10) year retention period.

19.4 TEXT SESSION DATA

Any Text-to-9-1-1 session data is the property of the PSAP and shall be available for up to two (2) years after the session is completed. Statistical reports and ad hoc report data shall also be available. Batches of text session data shall be available to the PSAP by week, month, or year.

19.5 DATA MANAGEMENT

Data and reports requested within the scope of this Contract shall be maintained daily and be made available electronically upon request but shall be submitted as required in the SOW.

19.6 CONFIGURATION MANAGEMENT DATABASE

The Contractor shall supply a Configuration management database that at a minimum, includes all of the software, systems, network protocols, port usage and relevant system related information in a mutually agreed upon format as defined in SOW - ATTACHMENT 11, TECHNICAL REQUIREMENTS.

19.7 TEST ACCEPTANCE DATA

All Test Acceptance Data shall be made available to the CA 9-1-1 Branch upon request during the deployments with no limitations for distribution and discussion. All Test Data shall be provided to the CA 9-1-1 Branch upon request, with no restrictions.

19.8 DATA TRANSFERABILITY

Upon termination or Contract expiration, for any reason, all data referenced in Section 19 shall be transferred to the CA 9-1-1 Branch within thirty (30) days, in an effort to ensure emergency operations are not disrupted.

20 REPORTING

Contractor is responsible for delivering all reports as described in the SLAs, SOW - ATTACHMENT 11, TECHNICAL REQUIREMENTS and SOW. In addition, the reports listed in Section 20 and the following subparagraphs are required by the Contractor. The list of reports specified in this section is not exhaustive and additional reports may be required as the need arises. The CA 9-1-1 Branch will notify the Contractor of additional reporting requirements.

20.1 NG9-1-1 SERVICE OUTAGE REPORTING

Contractor shall provide the required outage reporting per Section 11 above and the CA 9-1-1 Branch procedures and technical requirements SOW - ATTACHMENT 11, TECHNICAL REQUIREMENTS.

20.2 NG9-1-1 SERVICE PROJECT REPORTING

Contractor shall provide coordination and all supporting project documentation for weekly NG9-1-1 Service meetings/updates with the CA 9-1-1 Branch, including the Text to 9-1-1 deployment plan that is required to be included in the PDP as stated in Section 13.2.

20.3 SYSTEM MONITORING DASHBOARD

Contractor shall provide a system that will monitor, display and report the health of the network from ingress to egress of all 9-1-1 traffic. Monitoring system shall meet all technical requirements in accordance with SOW - ATTACHMENT 11, TECHNICAL REQUIREMENTS.

20.4 NG9-1-1 SERVICE REPORTING

Contractor shall provide the required SLA reports per the EXHIBIT A, Section 30, SLA.

20.5 TEXT TO 9-1-1 SERVICE REPORTING

Contractor shall provide the required SLA reports per the EXHIBIT A, Section 30, SLA.

20.6 TEXT TO 9-1-1 SESSION REPORTING

Contractor shall provide full reports of the Text to 9-1-1 sessions to the PSAPs in a secure and always available on-line platform.

21 SECURITY

Contractor shall provide all security and monitoring for NG9-1-1 Services per the requirement SOW - ATTACHMENT 11, TECHNICAL REQUIREMENTS.

22 DISASTER RECOVERY

Contractor is fully responsible for developing and implementing a disaster recovery plan to identify how the NGCS system tactically recovers from a disaster or situation that compromises the performance of NG9-1-1 services. This plan shall focus on alert, notification, response, restoration activities and the management of any event identified as a disaster that may cause harm to the system. The Disaster Recovery Plan shall be delivered within 30 days of the Effective Date of the Contract for review and approval by the CA 9-1-1 Branch unless the parties mutually agree to another date.

The Disaster Recovery Plan must address the following topics:

- 1) The Disaster Recovery strategy must be consistent regardless of event or trigger;
- 2) An assessment process must be applied to the Disaster Recovery process;
- 3) Ownership of all facets of the plan must be defined;
- 4) Management teams and reporting scenarios must be defined;
- 5) Response teams must be identified;
- 6) Key decision makers and escalation lists must be defined;
- 7) Procedures of communication must be defined.

The goal of the Disaster Recovery Plan is to create and document a playbook that includes procedures for a single source of management of the event for rapid escalation, triage, problem management, and communications.

The Disaster Recovery Plan must include:

- 1) Activation procedures;
- 1) Recovery team identification;
- 2) Roles and responsibilities ;
- 3) Recovery strategies and response;
- 4) Recovery management procedures;
- 5) Recovery cost procedures;
- 6) Recovery resources;
- 7) Recovery communications;
- 8) Stakeholder management.

The Disaster Recovery Plan shall contain, but is not limited to, the items listed in SOW - ATTACHMENT 11, Technical Requirements.

23 CONTINUITY OF OPERATIONS PLAN

The Contractor must develop and maintain a Continuity of Operations Plan for the NGCS. Whereas the Disaster Recovery Plan is concerned with response, mitigation and recovery;

the Continuity of Operations Plan must focus on ensuring that all critical services, and functions may still be carried out in the wake of a disruption, as well as after a disruption has been recognized. The Continuity of Operations Plan must include measures to account for common threats and vulnerabilities that may make a significant disruption more likely. The Contractor shall treat the Continuity of Operations Plan as a long-term strategic plan to ensure continued operation in spite of disasters, disruptions or service limiting events.

The Continuity of Operations plan shall address the following topics:

- 1) Backup facilities and redundancy such as mobile sites, hot sites, warm sites, and cold sites;
- 2) Backup software, storage and procedures for all data and files;
- 3) Redundant and diverse communications paths and systems;
- 4) Backup power, power supplies and power generation;
- 5) Complete redundant systems utilizing alternate technology;
- 6) Personnel and resources to support continued operations;
- 7) Subscription services;
- 8) Cyber incident redundancy and recovery support;
- 9) Call trees;
- 10) Crisis communications;
- 11) Succession plans.

The Continuity of Operations Plan shall be delivered within thirty (30) calendar days of the Effective Date of the Contract for review and approval by the CA 9-1-1 Branch unless the parties mutually agree to another date.

24 AGGREGATION SERVICE

The Contractor shall provide an OSP traffic aggregation service for all OSPs in the State of California.

25 AGGREGATION "HOT STANDBY" PLAN

The Contractor shall provide an Aggregation Plan to support wireless, AT&T wireline, Consolidated Communications wireline and Frontier wireline as directed by the CA 9-1-1 Branch. Aggregation services for wireless, AT&T wireline, Consolidated Communications wireline and Frontier wireline will be the responsibility of the Contractor. However, until all aggregation is moved from regional providers to the Contractor, in certain emergency situations, the CA 9-1-1 Branch may need to contact the Contractor to perform services as required. The Aggregation Plan will support the need to aggregate OSP traffic in the event that a regional aggregation service needs to be replaced with another aggregation service provider. In an emergency situation, the Contractor would take on

the OSP aggregation responsibility and would be required to execute the Aggregation Plan. The Contractor has the responsibility to aggregate OSP traffic. The Aggregation Plan would only be utilized in emergency situations; however, must be in active standby mode and plan must include a test cycle. The replacement of the OSP aggregation service provider would be directed by the CA 9-1-1 Branch. The Aggregation Plan is needed to support emergency situations until all aggregation is moved from the regional providers to the Contractor.

26 COMPATIBILITY AND INTERFACE

The Contractor is responsible for all Network connections, as defined by interconnection agreements with service providers who require one, and all related NG911 service interfaces from the ingress of any 9-1-1 traffic type at the aggregation service providers Point of Interface (POI) to the egress of any 9-1-1 traffic type to any of the possible PSAP Call Processing Equipment site or host configurations by managed gateway and as directed by the CA 9-1-1 Branch. Demarcation points shall be defined by Interconnection Agreements between interconnecting service providers. Contractor shall provide 9-1-1 traffic flow architecture to support the design overview.

The EXHIBIT B, COST WORKBOOK, defines the prices for interfaces, NG9-1-1 Trunks and POIs. The CA 9-1-1 Branch will work with the Contractor to approve items in the Cost Workbook to support the Project Plan. In the event the Contractor determines the need for an item in the COST WORKBOOK the CA 9-1-1 Branch will validate the need and ensure alignment with SOW prior to approval.

27 TECHNOLOGY REFRESH

Contractor shall provide the CA 9-1-1 Branch, in writing, within twelve (12) months from the Effective Date of the Contract, a plan to maintain and update all hardware and software services in the NG9-1-1 Service. The Contractor agrees NG9-1-1 Services shall not be disrupted while performing hardware and/or software upgrades, in accordance to SOW - ATTACHMENT 11, TECHNICAL REQUIREMENTS. Contractor shall provide all technology refreshes, to include training, equipment and technician hours at no additional cost other than as specified in Exhibit B, COST WORKBOOK, to the CA 9-1-1 Branch.

28 KNOWLEDGE TRANSFER AND TRAINING

Contractor shall provide Train-the-Trainer courses for CA 9-1-1 Branch personnel which shall be conducted in one (1) session or not more than eight (8)-hours for the Network Reporting System. Contractor shall conduct training within 45 calendar days of the scheduled "Go Live" date and shall provide all training resources at the time of training.

Contractor shall be responsible for maintaining current versions of the training materials and provide training materials to the CA 9-1-1 Branch for the duration of the Term of the Contract.

28.1 PSAP NG TEXT TO 9-1-1 TRAINING

Contractor shall provide all PSAP training as Train-the-Trainer and training materials to PSAP(s) who deployed web-based Over-the-Top (OTT) NG Text-to-9-1-1 Solutions. Contractor shall coordinate training dates with each of PSAP, and training shall be completed prior to the 'Go-Live' date. Contractor is not required to provide integrated Text-to-9-1-1 training.

29 PSAP HELP DESK/CALL CENTER

Contractor shall provide a point of contact 24 hours a day, 7 days a week, 365 days a year, for the CA 9-1-1 Branch, PSAPs, and third-party vendor personnel to report trouble on the respective NG9-1-1 Services in accordance with requirements as identified in SOW - ATTACHMENT 11, TECHNICAL REQUIREMENTS. The Contractor shall provide help desk and call center service in accordance with SOW - ATTACHMENT 11, TECHNICAL REQUIREMENTS.

30 SERVICE LEVEL AGREEMENTS (SLA)

30.1 CONTRACTOR'S MONTHLY ACTIVITY REPORT

By the 10th calendar day of each month, the Contractor shall provide the CA 9-1-1 Branch with a detailed report of the service level performance made under this Contract using the Monthly Technical SLA Compliance Report Detail listed below. The CA 9-1-1 Branch reserves the right to require the Contractor to modify the format and content of this report during the Contract term at no cost. The CA 9-1-1 Branch and the Contractor will have a monthly meeting wherein the Monthly Technical SLA Compliance Report and other issues are addressed. At the conclusion of each month's meeting, the CA 9-1-1 Branch will notify Contractor on any SLAs that have not been met. Contractor agrees this will be the final notification of the issue and Contractor will move forward with any appropriate credit for the next billing cycle. Contractor agrees the monthly meeting shall serve as notification in compliance with the SLA terms. The applicability of any SLA remedy shall be solely determined by the CA 9-1-1 Branch based on the totality of the circumstances.

SLA remedies shall be capped at 100% of the monthly recurring charges (MRCs) in the event of a catastrophic failure as described in Section 30.9 or 30.10. SLA remedies shall be capped at 50% of the MRCs for major failures that substantially impact PSAP operations. SLA remedies shall be capped at 25% of the MRCs for minor failures, such as the SLA described in Section 30.2.3, which are failures that are inconvenient to a PSAP

but do not disrupt the answering of calls.

30.1.1 MONTHLY TECHNICAL SLA COMPLIANCE REPORT DETAIL

Monthly Technical SLA Compliance 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.

30.1.2 NG9-1-1 TARIFF SERVICES TO BE IDENTIFIED IN THE MONTHLY TECHNICAL SLA COMPLIANCE REPORT:

- 1) NGCS;
- 2) NG9-1-1 Alert and Warning;
- 3) Aggregation;
- 4) NG9-1-1 Trunk
- 5) NG Text to 9-1-1;
- 6) Statewide GIS.

30.2 SLAS FOR PROJECT MILESTONES

30.2.1 Project Deployment Plan (PDP)			
Definition	Measurement Method	Objective	Rights and Remedies
Final Statewide PDP shall be delivered within sixty (60) calendar days of Contract execution to the CA 9-1-1 Branch.	Calendar Days	Delivery of PDP within sixty (60) calendar days.	Failure to meet the objective shall result in a \$5,000.00 credit for each calendar day that the PDP is not delivered after the due date.

30.2.2 Project Deployment Plan (PDP) Milestone Dates			
Definition	Measurement Method	Objective	Rights and Remedies
Contractor shall achieve all milestone dates identified in the PDP.	Calendar Days	Completion of PDP milestones within the date agreed by the CA 9-1-1 Branch and Contractor.	The failure to achieve a milestone shall result in a \$5,000.00 credit for each calendar day that the milestone is not delivered as identified in the PDP.

30.2.3 SLA Credit Remittance			
Definition	Measurement Method	Objective	Rights and Remedies
Timely credit of remedies due to the CA 9-1-1 Branch for missed SLA objectives.	Calendar Days.	Contractor's credit shall be issued no more than sixty (60) calendar days after written	Each occurrence of an SLA credit that is not issued within sixty (60) calendar days shall result in a \$5,000.00 credit for

		notice from the CA 9-1-1 Branch.	each calendar day that the credit is not issued.
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30.3 SYSTEM MONITORING SLA'S

The following technical 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.

30.3.1 Monitoring System Availability			
Definition	Measurement Method	Objective	Rights and Remedies
Contractor shall provide all Monitoring System Access 24/7/365.	The monthly availability percentage equals the Scheduled Uptime per month less Unavailable Time divided by Scheduled Uptime per month multiplied by 100. Scheduled Uptime is the total time available in a month, in seconds, minus maintenance windows approved by the CA 9-1-1 Branch based on sixty (60) seconds multiplied by sixty (60) minutes multiplied by twenty-four (24) hours multiplied by the number of calendar days in any given month (60 x 60 x 24 x Number of Days). Unavailable Time is the total time that the Monitoring System was unavailable in any given month (excluding pre-	99.999%	Failure to meet the SLA objective for one month shall result in a 25% credit of the Monthly Recurring Charge (MRC) for System Monitoring and Dashboard Interface (Exhibit B, B.4.5) for that month. Next consecutive month fail to meet the SLA objective shall result in a 50% credit of the MRC for System Monitoring and Dashboard Interface (Exhibit B, B.4.5) for that month. Each additional consecutive month fail to meet the SLA objective shall result in a 100% credit of the MRC of for

30.3.1 Monitoring System Availability			
Definition	Measurement Method	Objective	Rights and Remedies
	approved maintenance windows). The monthly Availability percentage shall be based on the cumulative total of all outage durations for each calendar month.		System Monitoring and Dashboard Interface (Exhibit B, B.4.5) for that month.

30.3.2 Monitoring System Outage Notification			
Definition	Measurement Method	Objective	Rights and Remedies
Per Section 11.1.1 of this SOW, Contractor shall report all outages that potentially impact the delivery of 9-1-1 traffic within ten (10) minutes of the occurrence.	Any outage that potentially impacts the delivery of 9-1-1 traffic.	Notification within ten (10) minutes or less.	Any failure to meet the objective shall result in a \$5,000.00 credit. Next consecutive minute that the Contractor fails to meet the SLA objective shall result in an additional \$1,000.00 credit per minute, up to the MRC for System Monitoring and Dashboard Interface (Exhibit B, B.4.5) in any given month.

30.4 TRUNK SERVICE SLA'S

30.4.1 Diverse NG9-1-1 Trunk Service Availability			
Definition	Measurement Method	Objective	Rights and Remedies
The overall NG9-1-1 Trunk Service shall be available to each PSAP.	The monthly availability percentage equals the Scheduled Uptime per month less Unavailable Time divided by Scheduled Uptime per month multiplied by 100. Scheduled Uptime is the total time available in a month, in seconds, minus maintenance windows approved by the CA 9-1-1 Branch based on sixty (60) seconds multiplied by sixty (60) minutes multiplied by twenty-four (24) hours multiplied by the number of calendar days in any given month (60 x 60 x 24 x Number of Days). Unavailable Time is the total time that the Trunk Service was unavailable in any given month (excluding pre-approved maintenance windows). The NG9-1-1 Trunk Service availability requires two (2) diverse NG9-1-1 Trunk Connections to each PSAP. For those PSAPs where diverse NG9-1-1 Trunks are not available and when approved by the CA 9-1-1	99.999%	Failure to meet the SLA objective for one month for any single PSAP shall result in a 25% credit of the MRC for NG9-1-1 Trunk Service (Exhibit B, B.2.3-5) for such PSAP for such month. Failure to meet the SLA objective for the next consecutive month shall result in a 50% credit of the MRC for NG9-1-1 Trunk Service (Exhibit B, B.2.3-5) for such PSAP for such month. Failure to meet the SLA objective for each additional consecutive month shall result in a 100% credit of the MRC (Exhibit B, B.2.3-5) for such PSAP for such month plus an additional \$50,000.

30.4.1 Diverse NG9-1-1 Trunk Service Availability			
Definition	Measurement Method	Objective	Rights and Remedies
	Branch, the Individual NG9-1-1 Trunks Service SLA (30.4.2) applies. The monthly Availability percentage shall be based on the cumulative total of all outage durations for each individual applicable PSAP for each calendar month.		

30.4.2 Individual NG9-1-1 Trunk Service Availability			
Definition	Measurement Method	Objective	Rights and Remedies
Individual NG9-1-1 Trunk Service shall be available to each PSAP and will only apply when diverse NG9-1-1 trunk service is not available and when approved by the CA 9-1-1 Branch.	The monthly availability percentage equals the Scheduled Uptime per month less Unavailable Time divided by Scheduled Uptime per month multiplied by 100. Scheduled Uptime is the total time available in a month, in seconds, minus maintenance windows approved by the CA 9-1-1 Branch based on sixty (60) seconds multiplied by sixty (60) minutes multiplied by twenty-four (24) hours multiplied by the number of calendar days in any given month (60 x 60 x 24 x Number of Days).	99.9%	Failure to meet the SLA objective for one month for any single PSAP shall result in a 25% credit of the MRC for NG9-1-1 Trunk Service (Exhibit B, B.2.3-5) for such PSAP for such month. Failure to meet the SLA objective for the next consecutive month shall result in a 100% credit of the MRC (Exhibit B, B.2.3-5) for such PSAP for such month.

30.4.2 Individual NG9-1-1 Trunk Service Availability			
Definition	Measurement Method	Objective	Rights and Remedies
	Unavailable Time is the total time that the Trunk Service was unavailable in any given month (excluding pre-approved maintenance windows). The monthly Availability percentage shall be based on the cumulative total of all outage durations for each individual applicable PSAP for each calendar month.		Failure to meet the SLA objective for each additional consecutive month shall result in a 200% credit of the MRC (Exhibit B, B.2.3-5) for such PSAP for such month.

30.5 AGGREGATION SERVICE – AVAILABILITY

30.5.1 Aggregation Service Availability			
Definition	Measurement Method	Objective	Rights and Remedies
The NG9-1-1 Aggregation Service shall be available to combine all identified incoming OSPs including Text to 9-1-1 OSPs.	The monthly availability percentage equals the Scheduled Uptime per month less Unavailable Time divided by Scheduled Uptime per month multiplied by 100. Scheduled Uptime is the total time available in a month, in seconds, minus maintenance windows approved by the CA 9-1-1 Branch based on sixty (60) seconds multiplied by sixty (60) minutes multiplied by twenty-four (24) hours multiplied by the number of	99.999%	Failure to meet the SLA objective for one month shall result in a 25% credit of the MRC for Prime Aggregation Service (Exhibit B, B.3.3) for that month. Failure to meet the SLA objective for the next consecutive month shall result in a 50% credit of the MRC

30.5.1 Aggregation Service Availability			
Definition	Measurement Method	Objective	Rights and Remedies
	calendar days in any given month (60 x 60 x 24 x Number of Days). The monthly Availability percentage shall be based on the cumulative total of all outage durations for each calendar month.		(Exhibit B, B.3.3) for that month. Failure to meet the SLA objective for each additional consecutive month shall result in a 100% credit of the MRC (Exhibit B, B.3.3) for that month plus an additional \$50,000.

30.6 SLA NG CORE SERVICES AVAILABILITY

A Core Service Outage is defined as the failure to deliver a call properly presented (e.g. Address, or Latitude/Longitude or Cell Sector) to the **Core Services** to some PSAPs due to a failure in some part of the Contractor's solution. The Core Services availability shall have an uptime of at least 99.999%.

Note that delivering a call to an alternate or default CA PSAP due to an ESnet connectivity problem, a CA PSAP problem or other external circumstance not part of the Contractor's solution, is not defined as a Core Service Outage.

30.6.1 Core Service Availability			
Definition	Measurement Method	Objective	Rights and Remedies
The NG9-1-1 core service will deliver 9-1-1 traffic including location information to the appropriate CPE at PSAP.	The monthly availability percentage equals the Scheduled Uptime per month less Unavailable Time divided by Scheduled Uptime per month multiplied by 100. Scheduled Uptime is the total time available in a	99.999%	Failure to meet the SLA objective for one month shall result in a 25% credit of the MRC for NGCS (Exhibit B, B.4.1). Next consecutive month to fail to

30.6.1 Core Service Availability			
Definition	Measurement Method	Objective	Rights and Remedies
	month, in seconds, minus maintenance windows approved by the CA 9-1-1 Branch based on sixty (60) seconds multiplied by sixty (60) minutes multiplied by twenty-four (24) hours multiplied by the number of calendar days in any given month (60 x 60 x 24 x Number of Days). The monthly Availability percentage shall be based on the accumulative total of all outage durations for each calendar month.		meet the SLA objective shall result in a 50% credit of the MRC of NGCS (Exhibit B, B.4.1). Each additional consecutive month to fail to meet the SLA objective shall result in a 100% credit of the MRC of NGCS (Exhibit B, B.4.1) plus an additional \$50,000.

30.7 SLA NG CORE SERVICES – ROUTING FAILURE

A Routing Failure is defined as the failure to select the correct preferred PSAPs for a call based on the information accompanying the call, including any and all parts of the NG9-1-1 Core Services. Incorrect routing due to incorrect or missing data accompanying the call, or due to incorrect GIS database entries provided by the authoritative service, or alternate routing due to factors such as CA PSAP conditions, or network outages not under the Contract resulting control of the Contractor, are not considered Routing Failures.

30.7.1 Routing Failure			
Definition	Measurement Method	Objective	Rights and Remedies
The failure to select the correct preferred PSAP for a call based on the information accompanying the	The monthly number of calls that are routed to a specific PSAP divided by the number of calls, the information accompanying the call and the contents of the GIS and	99.999%	Failure to meet the SLA objective for one month shall result in a 25% credit of the MRC

30.7.1 Routing Failure			
Definition	Measurement Method	Objective	Rights and Remedies
call and the contents of the GIS and Policy Databases within NGCS.	Policy Databases indicate should have been routed to that specific PSAP multiplied by 100.		of NGCS (Exhibit B, B.4.1). Failure to meet the SLA objective for the next consecutive month shall result in a 50% credit of the MRC of NGCS (Exhibit B, B.4.1). Failure to meet the SLA objective for each additional consecutive month shall result in a 100% credit of the MRC of NGCS (Exhibit B, B.4.1) plus an additional \$50,000.

30.8 SLA NG CORE SERVICE – VOICE QUALITY MEAN OPINION SCORE (MOS)

NG Core Network Services must forward voice calls with little or no degradation of voice quality of the call from the ingress demarcation point to the egress demarcation point, as measured and monitored by an automated MOS measurement tool between various ingress and egress points at times when the ESInet is meeting its performance parameters. If the ESInet does not meet performance standards and while a Trouble Ticket is open on the ESInet performance problem, then substandard MOS measurements shall not be charged against the Contractors performance.

30.8.1 NG CORE NETWORK SERVICE – MOS			
Definition	Measurement Method	Objective	Rights and Remedies
NG Core Network Services must forward voice calls	MOS values shall be measured hourly unless a problem has been detected,	At five (5) minute intervals, 99%	25% credit of MRC of NG9-1-1 Core Services (Exhibit B,

30.8.1 NG CORE NETWORK SERVICE – MOS			
Definition	Measurement Method	Objective	Rights and Remedies
with little or no degradation of voice quality of the call from the ingress demarcation point to the egress demarcation point, as measured and monitored by an automated Mean Opinion Score (MOS) measurement tool between various ingress and egress points at times when the ESInet is meeting its performance parameters.	in which case values shall be measured at five (5) minute intervals as necessary.	of the MOS measurement s shall exceed 2.6 and 90% shall exceed 3.8.	B.4.1) for single occurrence. 50% credit of MRC of NG9-1-1 Core Services (Exhibit B, B.4.1) for second occurrence within a 60-minute period. 100% credit of MRC of NG9-1-1 Core Services (Exhibit B, B.4.1) for third occurrence within a 60-minute period.

30.9

30.9 SLA NG CORE SERVICE – CATASTROPHIC OUTAGE 1

30.9.1 Core Service Catastrophic Outage 1			
Definition	Measurement Method	Objective	Rights and Remedies
The NG9-1-1 core service will deliver 9-1-1 traffic including location information to the appropriate CPE at the PSAP.	Single outage with a duration of six (6) minutes or more.	Preventing outages of six (6) minutes or more.	100% credit of the MRC of NGCS (Exhibit B, B.4.1) plus an additional \$50,000.

30.10 SLA NG CORE SERVICE – CATASTROPHIC OUTAGE 2

30.10.1 Catastrophic Outage 2			
Definition	Measurement Method	Objective	Rights and Remedies
The NG9-1-1 Core Service will deliver 9-1-1 traffic including location information to the appropriate CPE at the PSAP.	Single outages of greater than two (2) minutes and less than six (6) minutes.	Preventing outages greater than two (2) minutes, but less than six (6) minutes.	50% credit of the MRC of NGCS (Exhibit B, B.4.1).

30.11 SLA NG TEXT TO 9-1-1 SERVICE AVAILABILITY CHART

30.11.1 NG Text to 9-1-1 Service Availability			
Definition	Measurement Method	Objective	Rights and Remedies
NG Text to 9-1-1 Service shall deliver text calls to the appropriate PSAP for all PSAPs specified in SOW - Attachment 3, PSAP LIST.	The monthly availability percentage equals the Scheduled Uptime per month less Unavailable Time divided by Scheduled Uptime per month multiplied by 100. Scheduled Uptime is the total time available in a month, in seconds, minus maintenance windows approved by the CA 9-1-1 Branch based on sixty (60) seconds multiplied by sixty (60) minutes multiplied by twenty-four (24) hours multiplied by the number of calendar days in any given month (60 x 60 x 24 x Number of days).	99.999%	Failure to meet the SLA objective for one month shall result in a 25% credit of the aggregate MRCs of all PSAPs for NG Text to 9-1-1 (Exhibit B, B.5.2 and B.5.3) for that month. Failure to meet the SLA objective for the next consecutive month shall result in a 50% credit of the aggregate MRCs of all PSAPs for NG Text to 9-1-1 (Exhibit B, B.5.2 and B.5.3) for that month.

30.11.1 NG Text to 9-1-1 Service Availability			
Definition	Measurement Method	Objective	Rights and Remedies
	The monthly Availability percentage shall be based on the accumulative total of all outage durations for each calendar month.		Failure to meet the SLA objective for each additional consecutive month shall result in a 100% credit of the aggregate MRCs of all PSAPs for NG Text to 9-1-1 (Exhibit B, B.5.2 and B.5.3) for that month plus additional \$10,000.

30.12 SLA NG TIME TO RESTORE – TEXT SERVICE FAILURE

30.12.1 Time to Repair – Text Service Failure			
Definition	Measurement Method	Objective	Rights and Remedies
NG Text to 9-1-1 service shall deliver text calls to the appropriate PSAP for all PSAPs specified in SOW - Attachment 3, PSAP LIST.	Single outage with a duration of two (2) minutes to six (6) minutes.	Outages greater than two (2) minutes	25% credit of the aggregate MRCs for all PSAPs for NG Text to 9-1-1 (Exhibit B, B.5.2 and B.5.3).
NG Text to 9-1-1 service shall deliver text calls to the appropriate PSAP for all PSAPs specified in SOW - Attachment 3, PSAP LIST.	Single outage with a duration greater than six (6) minutes to thirty (30) minutes.	Outages greater than six (6) minutes.	50% credit of the aggregate MRCs for all PSAPs for NG Text to 9-1-1 (Exhibit B, B.5.2 and B.5.3).
NG Text to 9-1-1 service shall deliver text calls to the appropriate PSAP for all PSAPs specified in SOW - Attachment 3, PSAP LIST.	Single outage with a duration greater than thirty (30) minutes to sixty (60) minutes.	Outages greater than 30 minutes.	100% credit of the aggregate MRCs for all PSAPs for NG Text to 9-1-1 (Exhibit B, B.5.2 and B.5.3).
NG Text to 9-1-1 service shall deliver text calls to the appropriate PSAP for all PSAPs specified in SOW - Attachment 3, PSAP LIST.	Single outage with a duration greater than sixty (60) minutes.	Outages greater than 60 minutes.	100% credit of the aggregate MRCs for all PSAPs for NG Text to 9-1-1 (Exhibit B, B.5.2 and B.5.3) plus an additional \$5,000.

30.13 SLA NG TIME TO TRANSITION TEXT-TO-9-1-1 SERVICE

30.13.1 Time to transition Text-to-9-1-1 Service			
Definition	Measurement Method	Objective	Rights and Remedies
All PSAPs who have already deployed text with web or integrated service, as of Contract award, must be transitioned to the awarded Contractor no less than one (1) year of the Contract execution date.	The number of PSAPs deployed with text service as of the Effective Date that have signed and submitted the SOW NG Text-to-9-1-1 Acceptance and Authorization Check List.	To transition a minimum of 100 PSAPs that are currently text deployed within the first six months of the Effective date. The remaining Text deployed PSAPs shall be transitioned to the NG9-1-1 Services - Contract within 12 months of the Effective Date.	Any of the first 100 PSAPs transitioning within the first six (6) months that have not signed system acceptance shall result in a 100% credit for a total of each Monthly Recurring Costs (MRC). For the remaining PSAPs transitioning within the first 12 months that have not signed system acceptance shall result in a 100% credit for a total of each MRC plus an additional \$5,000. Any PSAP deployed that has not transitioned 24 months after the Effective Date shall result in a 100% credit for a total of each MRC plus an additional \$10,000.

30.14 SLA NG TIME TO DEPLOY NEW TEXT-TO-9-1-1 SERVICE

30.14.1 Time to deploy Text-to-9-1-1 Service			
Definition	Measurement Method	Objective	Rights and Remedies
The Contractor shall have six (6) months to deploy text-to-9-1-1 for any PSAP's initial request to deploy text for web or integrated.	From the Text Deployment Status report, the time measured in calendar days from the date of the requested order approved.	Any text deployment shall be provisioned, tested and live, with final acceptance signed by the PSAP within six (6) months of request to take text.	Every month, or any portion of a month after six (6) months, shall result in a 100% credit for a total of each MRC (Exhibit B, B.5.2-3).

30.15 NG9-1-1 ALERT AND WARNING SYSTEM (NG9-1-1 AWS)

30.15.1 NG9-1-1 Alert and Warning System (NG9-1-1 AWS)			
Definition	Measurement Method	Objective	Rights and Remedies
Contractor shall provide AWS to broadcast notifications to a pre-selected geographic area and/or delivery of an IPAWS message.	Single outage with a duration greater than five (5) minutes to thirty (30) minutes.	Outages greater than five (5) minutes.	50% credit of the MRC for NG9-1-1 AWS (Exhibit B, B.9.1).

30.15.1 NG9-1-1 Alert and Warning System (NG9-1-1 AWS)			
Definition	Measurement Method	Objective	Rights and Remedies
Contractor shall provide AWS to broadcast notifications to a pre-selected geographic area and/or delivery of an IPAWS message.	Single outage with a duration greater than thirty (30) minutes to sixty (60) minutes.	Outages greater than thirty (30) minutes.	100% credit of the MRC for NG9-1-1 AWS (Exhibit B, B.9.1).
Contractor shall provide AWS to broadcast notifications to a pre-selected geographic area and/or delivery of an IPAWS message.	Single outage with a duration greater than sixty (60) minutes.	Outages greater than sixty (60) minutes.	100% credit of the MRC plus an additional \$5,000 for NG9-1-1 AWS (Exhibit B, B.9.1).

30.16 TECHNICAL SLA COMPLIANCE REPORT

The Contractor shall submit Monthly SLA Compliance Report for each NG service type shall be provided in the format listed below. The Contractor shall submit a monthly report to the CA 9-1-1 Branch on the 10th of each month following the end of the reporting month that reflects the status of all SLA objectives that were not met during the previous month, including the rights and remedies. The report shall list all Trouble Tickets that were open and/or acted upon during the reported month, including tickets not qualifying for SLA remedy. This report shall show what SLA rights and remedies were applied to each ticket number, when applicable. If no Trouble Tickets were opened and/or acted upon during a month, the report shall state there were no issues or tickets for that month. The CA 9-1-1 Branch may review this with the Contractor every month, to determine if the monthly technical SLA compliance report needs to be adjusted to support the overall CA 9-1-1 Branch fiscal oversight.

The monthly SLA compliance report shall include the following detail:

- 1) Report period;
- 2) Contractor's trouble ticket number;
- 3) PSAP name;
- 4) PSAP FCC ID;
- 5) Service type;
- 6) Brief trouble symptom;
- 7) Brief restoration description;
- 8) Ticket open date and time;
- 9) Problem resolution date and time;
- 10) Total stop clock duration, outage duration;
- 11) Yes/no if qualified for SLA;
- 12) The applicable SLA; and
- 13) Rights and remedies applied to each ticket when applicable.

30.17 NG TECHNICAL SLA COMPLIANCE REPORT

30.17.1 NG Technical Compliance Report SLA			
Definition	Measurement Method	Objective	Rights and Remedies
The Contractor shall provide the SLA reports required by this Contract for each month of activity during the Term of the Contract by the 10 th business day of the following month	Business Days.	The Contractor shall deliver accurate and complete reports by the 10 th Business Day of the month following the end of the applicable reporting month.	Failure to meet the objective shall result in a \$5,000.00 credit for each state Business Day that the report is not delivered after the objective.

30.18 UNPLANNED DOWNTIME REPORTING

30.18.1 UNPLANNED DOWNTIME REPORTING SLA			
Definition	Measurement Method	Objective	Rights and Remedies
The Contractor shall provide an initial root cause analysis within two (2) Business Days.	Business Days	The Contractor shall deliver initial root cause analysis to the CA 9-1-1 Branch and the affected PSAPs within two (2) state Business Days of unplanned failure.	Each occurrence of a failure to meet the objective shall result in a \$5,000.00 credit for each Business Day that the report is not delivered after the objective.
Disclosure for Unplanned Downtime and Root Cause Analysis shall be provided within fifteen (15) Business Days.	Business Days.	The Contractor shall deliver disclosure reports to the CA 9-1-1 Branch and the affected PSAPs within fifteen (15) Business Days of unplanned failure.	Each occurrence of a failure to meet the objective shall result in a \$5,000.00 credit for each Business Day that the report is not delivered after the objective.

30.19 STOP CLOCK CONDITIONS

The following Stop-Clock Conditions may apply to any of the SLA categories, during the term of this Contract, including any and all extensions, and shall apply only to the remedies available to the CA 9-1-1 Branch, not to the term of the Contract. All Stop Clock measures must be approved by the CA 9-1-1 Branch. Timeframes are dependent on the

length of time the Contractor takes to restore the NG9-1-1 service, minus the time associated with events outside of the Contractor's control to prevent punitive damages from being assessed. At any time, the Contractor can contact the CA 9-1-1 Branch to discuss Stop Clock Conditions that may not be identified below.

30.20 STOP CLOCK – REQUEST FOR DELAY

Periods when restoration or testing effort is delayed at the specific request of the PSAP or the CA 9-1-1 Branch. The Stop-Clock condition shall exist during the period the Contractor was delayed, provided that reasonable and documented efforts are made to contact the PSAPs during the applicable Stop-Clock period.

30.21 STOP CLOCK – REQUEST FOR OBSERVATION

Time after a service has been restored, but the PSAP or the CA 9-1-1 Branch requests ticket be kept open for observation. If the service is later determined by the PSAP or the CA 9-1-1 Branch to not have been restored, the Stop-Clock shall continue until the time the PSAP or the CA 9-1-1 Branch notifies the Contractor that the service has not been restored.

30.22 STOP CLOCK – RESTORATION NOT VERIFIED

Time after a service has been restored, but the PSAP or the CA 9-1-1 Branch is not available to verify that the service is working. If the service is later determined by the PSAP or CA 9-1-1 Branch, to not have been restored, the Stop-Clock shall apply only for the time period between Contractor's reasonable attempt to notify the PSAP or the CA 9-1-1 Branch that Contractor believes the service has been restored and the time the PSAP or the CA 9-1-1 Branch notifies the Contractor that the service has not been restored.

30.23 STOP CLOCK – LACK OF ENTRANCE

Lack of building entrance facilities or conduit structure that are the PSAPs responsibility to provide.

30.24 STOP CLOCK – SITE READINESS REQUIREMENTS

PSAPs failure to prepare the site in accordance with the Contractor's Site Readiness Requirements.

30.25 STOP CLOCK – PSAP CONTACT/ACCESS PROBLEM

The following contact/access problems, provided that Contractor makes reasonable efforts to contact the PSAPs during the applicable stop-clock period:

- 1) Access necessary to correct the problem is not available because access has not been arranged by site contact or the PSAPs representative;
- 2) Site contact refuses access to technician who displays proper identification;
- 3) Insufficient or incorrect site contact information which prevents access, provided that Contractor takes reasonable steps to notify the PSAPs of the improper contact information and takes reasonable steps to obtain the correct information;
- 4) Site has limited hours of business that directly impacts the Contractor's ability to resolve the problem;
- 5) If it is determined later that the cause of the problem was not at the site in question, then the Stop-Clock shall not apply;
- 6) Any problem or delay to the extent caused by PSAPs staff that prevents or delays Contractor's resolution of the problem. In such event, Contractor shall make a reasonable request to PSAPs staff to correct the problem or delay;
- 7) PSAPs applications that interfere with repair of the trouble;
- 8) Failure of the Trouble Ticket originator or responsible party to return a call from Contractor's technician for on-line close-out of Trouble Tickets after the service has been restored as long as Contractor can provide documentation substantiating message from Contractor's technician.

30.26 STOP CLOCK – UNAPPROVED ALTERATIONS

If service failure is caused by alterations or attachments not furnished, approved or maintained by the Contractor.

30.27 REPORTING TROUBLE TICKET LOG

The Contractor 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 event or disruption was reported, or system/service 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 CA 9-1-1 Branch representative's satisfaction. The Contractor shall provide web-portal, 24-hour, seven (7) day, access to the CA 9-1-1 Branch in order to track progress of the restoration of failures and to validate SLA calculations.

30.28 UNPLANNED DOWNTIME DISCLOSURE AND ROOT CAUSE ANALYSIS

In the event an individual NG Core Service component is impacted by unplanned downtime (such as a failure), the Contractor shall provide, at the request of the CA 9-1-1

Branch and/or PSAPs, a written disclosure statement within two (2) calendar weeks via email which shall include but not be limited to:

- 1) The component that failed;
- 2) The duration the component was impacted;
- 3) Impact to the overall service due to the component failure – including impacted PSAPs by FCC Identification (ID);
- 4) Corrective action taken to recover the component.

In addition to the above disclosure the Contractor shall provide a root cause analysis to the CA 9-1-1 Branch and affected PSAPs within 15 business days. The Contractor shall provide an initial root cause analysis within 48 hours and then update the CA 9-1-1 Branch and PSAPs every five (5) business days until root cause is determined.

Root cause analysis shall identify the root cause of failure and corrective action to prevent a like failure in the future.

31 UNANTICIPATED/ NEW TECHNOLOGY TASKS

This Contract may include Unanticipated/New Technology Tasks, the cost of which shall be calculated on an hourly basis per EXHIBIT B, COST WORKBOOK. These tasks shall include only services, including work products, not specifically set forth in this Contract, but which are subsequently identified as in-scope and necessary for the successful delivery of the services described in this Contract. Prior to commencement of any work being performed for Unanticipated/ New Technology Tasks, the Contractor shall have received an approved Work Order Authorizations (WOA) for such work. The labor rates for Unanticipated/ New Technology Tasks shall not exceed the hourly rates as stated in EXHIBIT B, COST WORKBOOK. WOAs for Unanticipated/New Technology Tasks shall include the Contractor's estimated number of hours required to complete the work, multiplied by the hourly labor rates specified in EXHIBIT B, COST WORKBOOK. The CA 9-1-1 Branch will release payment for any WOA upon the CA 9-1-1 Branch's acceptance criteria specified in the approved WOA in accordance with Exhibit A, STATEMENT OF WORK, Section 34, BUDGET DETAIL AND PAYMENT PROVISIONS.

31.1 WORK ORDER AUTHORIZATIONS (WOA)

- 1) The WOA establishes that the CA 9-1-1 Branch and Contractor have a common understanding of the scope, schedule, format, content (depth and breadth), estimated hours per task by staff member and acceptance criteria of work products required prior to the Contractor beginning work. The CA 9-1-1 Branch and Contractor will define and develop Acceptance Criteria, and these tasks shall

be assigned to the Contractor, including specific, measurable success factors, to be set forth in the WOA. The tasks and any potential work products must be listed in the WOA form. The WOA details Contractor services required to meet project objectives.

- 2) All Contractor work shall be authorized in advance via the WOA process, see SOW - Attachment 6 for the WOA form. Once the WOA has been reviewed and accepted the Contractor and the CA 9-1-1 Branch NG9-1-1 Manager, or designee, will sign it. This will constitute acceptance of the WOA. The originally approved WOA will be retained by the CA 9-1-1 Branch NG9-1-1 Manager with copies sent to the Contractor.
- 3) It is understood and agreed by both parties that all of the terms and conditions of this Contract shall remain in force with the inclusion of any such WOA.
- 4) Unanticipated Tasks will be charged at the hourly rates identified in the Cost Workbook (EXHIBIT B). Pricing for this tariffed line item shall be provided in the EXHIBIT B, COST WORKBOOK.
- 5) If, in the performance of the work, the Contractor determines that the work approved through the WOA cannot be accomplished within the estimated work hours, the Contractor will immediately notify the CA 9-1-1 Branch NG9-1-1 Manager in writing of the Contractor's estimate additional hours to complete the work in full. Upon receipt of such notification, the CA 9-1-1 Branch may:
 - a) Alter the scope of the WOA in order to define tasks that can be accomplished within the remaining estimated work hours by issuance of an approved WOA amendment; or
 - b) Terminate the WOA.

32 CONTRACTOR SERVICE ORDERING PROCESS – 9-1-1 TARIFFED SERVICES

In California the NG9-1-1 Service Provider is required to follow the steps outlined below when ordering items or services that are governed by CPUC tariffs. Once approved and submitted, invoices will be billed by the Contractor to the CA 9-1-1 Branch for direct payment.

- 1) Contractor submits supporting documentation to the CA 9-1-1 Branch

The Contractor will submit the following to the CA 9-1-1 Branch:

- a) Copy of completed TDe-289 form (SOW - Attachment 2, NG9-1-1 SERVICE ORDER TEMPLATE);
- b) Tariff pricing for each line item and reference to NG9-1-1 Tariff filing;

- c) Change in project pricing, including NRC and MRC, broken out by item or service.

A CA 9-1-1 Branch NG9-1-1 Manager will review the documents for compliance to the established tariffs and assign an internal tracking number to the overall project.

- 2) CA 9-1-1 Branch issues TDe-289 to Contractor:

Once the documents have been reviewed and approved by the CA 9-1-1 Branch, the assigned NG9-1-1 Manager will generate a TDe-289 form. The form will be routed internally for CA 9-1-1 Designee signature. Once signed, the NG9-1-1 Manager will return an approved copy to the Contractor. This will serve as official "approval" of the project and the Contractor can proceed with ordering.

- 3) Contractor orders services/proceeds with project:

The Contractor may then order services and proceed with the project. All related invoices shall be submitted to the CA 9-1-1 Branch for direct payment, pursuant to the terms and conditions of the executed SOW.

33 INSURANCE REQUIREMENTS

Insurance Requirements – 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 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 thirty (30) days prior to the expiration of this insurance. Any new insurance must comply with the original Contract terms of the Contract;
- b) **Policy Cancellation or Termination & Notice of Non-Renewal** – Contractor is responsible to notify the State within five (5) State 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 agrees no work or services will be performed prior to obtaining such approval. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract;

- 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) **Available Coverages/Limits** – All coverage and limits available to the Contractor shall also be available and applicable to the State;
- i) **Satisfying an Self Insured Retention (SIR)** - All insurance required by this Contract must allow the State to pay and/or act as the Contractor's agent in satisfying any SIR. The choice to pay and/or act as the Contractor's agent in satisfying any SIR is at the State's discretion;
- j) **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 insureds under Contractor's insurance or supply evidence of subcontractor's insurance to The State equal to policies, coverages, and limits required of Contractor.

2) **Contract Insurance Requirements**

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

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 covered as additional insureds with respect to liability arising out of work or operations.**

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 covered as additional insureds with respect to liability arising out of work or operations.**

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) **Technology Professional Liability/Errors and Omissions Insurance**

appropriate 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. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

1. The Policy shall include or be endorsed to include **property damage liability coverage** for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the State in the care, custody, or control of the Contractor. If not covered under the Contractors liability policy, such "property" coverage, may be endorsed onto the Contractors Cyber Liability Policy as covered property as follows:

Cyber Liability Coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the State that will be in the care, custody, or control of Vendor.

2. 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.

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

- a) Name and address of the insurance company, the policy number, and the beginning and ending dates of the policy;
- b) Statement requiring the Insurer to provide written notice to Cal OES 30 calendar days prior to canceling Contractor's policy;
- c) Statement that the CA 9-1-1 Branch, its officers, agents, servants and employees are included as additional insured on the policy, but only insofar as the services under this Contract are concerned;
- d) Statement that neither the CA 9-1-1 Branch, nor any of its agencies, will be responsible for any premium or assessment of said policies;
- e) The Contractor shall submit the certificate of insurance, identifying the California Governor's Office of Emergency Services contract number, to the CA 9-1-1 Branch at the following address:

California Governor's Office of Emergency Services

Attention:

Procurement and Logistical Services

3650 Schriever Avenue

Mather, CA 95655

34 BUDGET DETAIL AND PAYMENT PROVISIONS

- 1) The Contractor shall be limited to two (2) months of back billing including any reconciliation effort, on all services and functionality ordered under the Contract. Invoices presented more than twelve (12) months after the formal acceptance of the service or functionality will not be considered valid and shall not be paid.
- 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 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 for only those milestone services after system testing and acceptance, as agreed by the CA 9-1-1 Branch. The NRC and the MRC shall be on separate invoices.
- 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. Example: Exhibit A, STATEMENT OF WORK , SOW - Attachment 1 NG9-1-1 SERVICE INVOICE TEMPLATE.
- 6) All invoices submitted to the CA 9-1-1 Branch as a result of this Contract will be billed separately from other charges the Contractor may currently be billing. Invoices not received in the approved format shall not be processed.
- 7) Payment for services performed under this Contract shall not exceed the rates listed in EXHIBIT B, COST WORKBOOK. It shall be the CA 9-1-1 Branch NG9-1-1 Manager's sole determination as to whether a service has been successfully completed and is acceptable.

8) Payment of \$600,000 for LSRG services is included in EXHIBIT B, COST WORKBOOK. The Contractor will present a final cost quote to the CA 9-1-1 Branch based upon the cost of acquiring and managing LSRG services within forty-five (45) days of the Effective Date. In the event the quote for LSRG services for one (1) year is greater than \$600,000 per year (\$50,000 per month), approval from the CA 9-1-1 Branch is required prior to agreement, implementation and start of services. Contractor agrees that the CA 9-1-1 Branch will only be charged no more than the actual costs to the Contractor plus fifteen (15) percent. Should the CA 9-1-1 Branch decline to approve the quote, the Contractor will present alternative solutions. The CA 9-1-1 Branch will make the final determination of which solution to use. The Parties agree to use commercially reasonable efforts to make a final decision on the implementation design within ninety (90) days of the Effective Date.

9) Submit electronic invoices with reference to the Contract number to:

Email: CA911Invoicing@caloes.ca.gov
California Governor's Office of Emergency Services
Public Safety Communications
Attention: CA 9-1-1 Branch
9-1-1 Reconciliation Unit
601 Sequoia Pacific Blvd., MS9-1-1
Sacramento CA 95811

10) The Contractor shall not assess late fees for any reason.

11) The Contractor costs related to items such as travel or per diem are costs of the Contractor and will not be paid separately as part of this Contract.

12) In the event that the implementation schedule cannot proceed as planned due to PSAP availability, Contractor must promptly take measures to reschedule implementation and mitigate damages. Should the Contractor be unable to mitigate costs for contractor services, the CA 9-1-1 Branch may consider reimbursing up to 50% of the Contractor costs in accordance with the terms of the EXHIBIT B, COST WORKBOOK, with the maximum reimbursement over the course of the Contract not to exceed one million dollars (\$1,000,000).

34.1 BUDGET CONTINGENCY CLAUSE

1) Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927. Payment to

small/micro businesses shall be made in accordance with and within the time specified in Chapter 4.5, Government Code section 927 et seq.

- 2) It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Contract does not appropriate sufficient funds for the program, this Contract shall be of no further force and effect. In this event, CA 9-1-1 Branch shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Contract and Contractor shall not be obligated to perform any provisions of this Contract.
- 3) If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, CA 9-1-1 Branch shall have the option to either cancel this Contract with no liability occurring to the CA 9-1-1 Branch, or offer an amendment to the Contract to reflect the reduced amount.

35 MODIFICATION AND CLARIFICATION TO GENERAL PROVISIONS

Notwithstanding the General Provisions - Telecommunication (revised June 6, 2025) issued by the California Department of Technology, Office of Statewide Procurement, the parties agree that the following provisions will apply:

Section 12.1.1, subdivision (a) "Purchase Price" shall be modified to state the following:

Except as may be otherwise approved by CDT's OSTP Deputy Director or their designee, Contractor's liability for damages to the State for any cause whatsoever, and regardless of the form of action, whether in contract or in tort, shall be limited to the Purchase Price. "Purchase Price" means the aggregate Contract price; except that, with respect to a Contract under which multiple purchase orders will be issued (e.g., a Master Agreement or Multiple Award Schedule contract), "Purchase Price" will mean the total price of the purchase order for the Deliverable(s) that gave rise to the loss, such that Contractor will have a separate limitation of liability for each purchase order. "Purchase Price" for the initial term shall be as stated in Exhibit B, COST WORKBOOK. The "Purchase Price" for each Option Period shall be as stated in Exhibit B, COST WORKBOOK.

Section 12.2 is deleted in its entirety and replaced with the following:

The foregoing limitation of liability in Section 12.1 shall not apply to: (a) any liability under Section 2.3 (Compliance with Statutes and Regulations); (b) liability under Section 11.1 (Patent, Copyright and Trade Secret Indemnity) or to any other liability (including, without limitation, indemnification obligations) for infringement of third-party intellectual property rights; (c) liability under Section 11.1.4 (Indemnification for Injury or Damage); (d) costs or attorney's fees that the State becomes entitled to recover as a prevailing

Party in any action; or (e) direct costs of mitigation, remediation, third-party claims, and notification obligations resulting from any Security Incident or Data Breach attributable to Contractor's acts or omissions (including the acts or omissions of Contractor's employees, contractors or agents). The limitation of liability for data breach shall be capped at twice the Purchase Price for damages arising from any Security Incident or Data Breach. Nothing herein shall prevent the Parties from determining the appropriate amounts attributable to the direct costs of Security Incident or Data Breach notification, credit monitoring, and other obligations set forth in Civil Code § 1798.29 as further specified in Section 21.11 (Data Breach).

Section 16.2 is deleted in its entirety and replaced with the following:

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

16.2.1 Effect of Termination for Convenience.

After receipt of a Termination Notice, and except as directed by the State, Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this section. Contractor shall: (a) stop work as specified in the Termination Notice; (b) place no further subcontracts for materials, services, or facilities, except as necessary to complete the continuing portion of the Contract; (c) terminate all subcontracts to the extent they relate to the work terminated; and (d) settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts.

16.2.2 Termination Proposal.

After termination, Contractor shall submit a final termination settlement proposal to the State in the form and with the information prescribed by the State. Contractor shall submit the proposal promptly, but no later than 30 Days after the Termination Date, unless otherwise provided in the Termination Notice. Contractor and the State may agree upon the whole or any part of the amount to be paid pursuant to Subsection 16.2.3 below.

16.2.3 Payments in Event of Termination.

Unless otherwise specified in the Statement of Work, if Contractor and the State fail to agree on the amount to be paid pursuant to termination under Section 16.2, the State will pay Contractor the following amounts (provided that in no event will total

payments exceed the amount payable to Contractor if Contract had been fully performed):

- (a) Contract price for Deliverables accepted, utilized or retained by the State and not previously paid for, adjusted for any savings on freight and other charges; and
- (b) the total of:
 - (i) The reasonable costs incurred in the performance of the work terminated, including initial costs and preparatory expenses allocable thereto, but excluding any cost attributable to Deliverables paid or to be paid;
 - (ii) The reasonable cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the Contract; and
 - (iii) Reasonable storage, transportation, demobilization, unamortized overhead and capital costs, and other costs reasonably incurred by Contractor in winding down and terminating its work.

Contractor will use generally accepted accounting principles, or accounting principles otherwise agreed to in writing by the Parties, and sound business practices in determining all costs claimed, agreed to, or determined under this Section.

ACRONYMS

Acronyms and Abbreviations

ADA	American Disability Act
ATC	Acceptance Testing Criteria
ATP	Acceptance Testing Period is forty-five (45) calendar days
ARO	After Receipt of Order
BTU	British Thermal Unit(s)
CAL OES	California Governor's Office of Emergency Services
CAPSNET	California Public Microwave Network
CCR	California Code of Regulations
CDR	Call Data Record
CDT	California Department of Technology
CE	Core Existing
CONUS	Continental United States
COTS	Commercial-off-the-shelf
CP	Core Planned
CPCN	Certification of Public Convenience and Necessity
CPUC	California Public Utility Commission
CUF	Commercial Useful Functions
DFEH	Department Fair and Employment Housing
DVBE	Disabled Veteran Business Enterprise
EE	Evergreen Existing
EP	Evergreen Planned
ESINet	Emergency Services IP Network
ESN	Emergency Services Number
ESRP	Emergency Service Routing Proxy
ETA	Estimated Time of Arrival
FCC	Federal Communications Commission
GC	Government Code
GIS	Geographical Information System

GSPD	Department of General Services, Procurement Division
HS	CPE Host-Remote Solutions
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
MRC	Monthly Recurring Cost(s)
MSAG	Master Street Address Guide
MVC	Military and Veteran Code
NENA	National Emergency Number Association
NGCS	Next Generation Core Services
NG ESINet	Next Generation Emergency Services IP Network
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
PDP	Project Deployment Plan
PRF	Policy Routing Function
PIDF-LO	Presence Information Data Format - Location Object
POI	Point of Interconnection
PSAP	Public Safety Answering Point(s)
PSC	Public Safety Communications
NCB	Request for Proposal
SaaS	Software as a Service

SETNA	State Emergency Telephone Number Account
S/W	Software (Other than Operating Software)
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
SR	Selective Router
STP	Statewide Technology Procurement
TACPA	Target Area Contract Preference Act
TCC	Text Control Center
TEI	Text Existing Integrated
TEW	Text Existing Web-Based
TMRC	Total Monthly Recurring Cost(s)
TPI	Text Planned Integrated
UAT	User Acceptance Testing
VoIP	Voice over Internet Protocol
WOA	Work Order Authorization(s)

GLOSSARY OF TERMS

Acronyms and Abbreviations

Term/Acronym	Definition
9-1-1 traffic	Includes all voice, data, text, pictures, videos, and any future technologies capable of delivering to PSAP over the NG9-1-1 Network.
Agency/State entity	Includes every state office, officer, department, division, bureau, board, and commission, including Constitutional Officers. "State entity" does not include the University of California, California State University, the State Compensation Insurance Fund, the Legislature, or the Legislative Data Center in the Legislative Counsel Bureau.
Aggregation	The services needed to receive 9-1-1 traffic from an OSP and deliver to the correct Core Service Provider.
Business Requirements	Higher-level statement of the goals, objectives, or needs of the Agency/state entity. Business requirements describe the reasons why a project has been initiated, the objective that the project will achieve, and the metrics that will be used to measure its success. Business requirements describe the needs of the Agency/state entity as a whole, not the groups or stakeholders within it.
Certificate of System Readiness Form	Contractor shall complete the acceptance test plan and authorization checklist as defined in the SOW Section 14.2 Acceptance Testing Criteria. The Certificate of System Readiness Form will be signed by the Contractor and approved by CA 9-1-1 Branch for the acknowledgement of satisfactory system performance.
Commercial Off The Shelf Software (COTS)	A computer hardware or software product that is ready-made for specific uses and available for sale to the general public. COTS products are designed to be installed without requiring custom development. For example, Microsoft Office is a COTS product that is a packaged software solution for businesses and individuals. The set of rules for COTS is defined by the Federal Acquisition Regulation (FAR).
Contractor	The vendor who is awarded the NG9-1-1 Services Contract. Contractor may also be referenced as Network Service Provider.
Custom solution	Typically, computer software developed for a specific customer to accommodate the customer's particular requirements, preferences, and expectations.

Term/Acronym	Definition
Dedicated	All components and software that are used to support NG9-1-1 traffic in California, must meet the requirements of this NCB and the needs of California at any instance in time.
Functional Requirements	Functional requirements represent the business objectives, needs and outcomes of all stakeholders. They should be organized and presented in context of and with a baseline business process/workflow that they describe. They provide a description of what an enabling solution should provide and specify essential details of a solution for stakeholders as a means to express and manage expectations. They describe actions and operations that the solution must be able to perform. They can describe services, reactions, and behaviors of the solution. They also describe information the solution will manage. The requirements should be expressed in business terms and should not include any technical references. The requirement should identify "what" is required to meet the business objective, not "how" the requirement will be implemented.
Modified Off The Shelf (MOTS)	MOTS product – Typically, a COTS product with source code made available to the purchaser to allow for modifications. The product may be customized by the purchaser, by a vendor, or by another party to meet the requirements of the customer. Since MOTS product specifications are written by external sources, purchasers may not have control of future changes to the product.
Non-functional Requirements	Non-functional requirements provide criteria to evaluate the operation of an enabling solution and primarily represent qualities of (expectations and characteristics) and constraints on (e.g., governmental regulations) the solution. They capture conditions that do not directly relate to the behavior or functionality of the solution, but rather describe environmental conditions of an effective solution or productive qualities of the solution. Mid-level non-functional requirements also define quality of service requirements, such as those relating to required capacity, speed, security, privacy, availability, response time, throughput, usability, and the information architecture and presentation of the user interfaces.
Point of Interface (POI)	Placed in a location that meets the needs of OSPs and provides the interfaces needed to accept 9-1-1 traffic from the OSP and deliver that traffic to aggregation over an NG9-1-1 trunk service.

Term/Acronym	Definition
Network Service Provider	The vendor who is awarded the NG9-1-1 Services Contract. The Network Service Provider may also be referenced as the Contractor.
Project/Transitional Requirements	Project/transition requirements describe capabilities that the solution must have in order to facilitate the transition from the current state of the enterprise to a desired future state. Mid-level project/transition requirements are differentiated from other requirement types because they are usually temporary in nature and will not be needed once the transition is complete. They typically cover process requirements imposed through the Contract, such as mandating a particular design method, administrative requirements, data conversion and migration from existing services, interfaces, skill gaps that must be addressed, and other related changes required to reach the desired future state.
Regional	A large scale 9-1-1 project that meets both of the following conditions: 1) More than one PSAP, or single PSAP that dispatch multiple agencies. 2) Has a total call volume of greater than 1,000,000 calls per year.
Solution Requirements	Describes the characteristics of a solution that will meet the business requirements. Solution requirements describe specific characteristics of the solution both in terms of functionality and quality of service. Solution requirements are sub-classified into functional requirements, non-functional requirements and project/transitional requirements.
Transitional/Project Requirements	Transition/ Project requirements describe capabilities that the solution must have in order to facilitate the transition from the current state of the enterprise to a desired future state. Mid-level project/transition requirements are differentiated from other requirement types because they are usually temporary in nature and will not be needed once the transition is complete. They typically cover process requirements imposed through the Contract, such as mandating a particular design method, administrative requirements, data conversion and migration from existing services, interfaces, skill gaps that must be addressed, and other related changes required to reach the desired future state.

SOW - ATTACHMENT 1: NG9-1-1 SERVICE INVOICE SAMPLE TEMPLATE

1

 **Logo Name** Your Company Name
Street Address
City, ST ZIP Code
Phone

2 **DATE**
Date

3 **CONTRACT/TRACKING NO**
Number

4 **APPROVED AMOUNT**
\$\$\$

5 **INVOICE NO**
Number

INVOICE TO: **6** Cal OES, CA 9-1-1 BRANCH
Attn: Name/Project Name
601 Sequoia Pacific Blvd, MS-911
Sacramento, CA, 95811-0231

SHIP TO: **7** Co # Psap Name Svc Type
Attn: Name/ Psap Name
Street Address **8**
City, ST ZIP Code

9 **10** **11** **12**

TERMS	COUNTY CODE	PSAP LOCATION, DEPT TYPE	SERVICE NO	SERVICE PERIOD	DUE DATE

13 **14** **15** **16** **17**

ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	LINE TOTAL
	Product description	#Amount	\$Amount	\$Amount

18

Total USD

SOW - ATTACHMENT 1a: NG9-1-1 SERVICE INVOICE TEMPLATE INSTRUCTIONS

- 1) NOTE: * each section in the invoice template and the TDe-289 are numbered in red. CONTRACTOR: Name, Address and Direct contact number for inquires on this account (Ref. TDe-289 Contractor Name Part 1);
- 2) INVOICE NO: Invoice issue date;
- 3) CONTRACT/TRACKING NO: Contract number Ref. TDe-289 Part 3a) and state tracking number 'mandatory' (Ref. TDe-289 Part 3b);
- 4) APPROVED AMOUNT: cost approved on TDe-289 for one time or Recurring as applicable;
- 5) INVOICE NO: Contractor invoice number identifier;
- 6) INVOICE TO: (Ref. TDe-289 Part 6a)

Email: CA911Invoicing@caloes.ca.gov

Cal OES, CA 9-1-1 Branch

601 Sequoia Pacific Blvd, MS-911

Sacramento, Ca 95811-0231

- 7) ATTN: 'name of NG9-1-1 Manager 'optional' (Ref. TDe-289 Part 6b) SHIP TO (1st LINE): County Code, PSAP name, Service Number (Ref. TDe-289 Part 10 or fill in the appropriate county code and service type following table 1 and 2, PSAP name refer to TDe-289 Part 8);
- 8) SHIP TO: PSAP name and the location address of your delivery service (Ref. TDe-289 Part 8);
- 9) TERMS: the invoice cycle for this service [ex: 1 means the first bill, etc.];
- 10) COUNTY CODE, PSAP LOCATION, DEPT TYPE, SERVICE TYPE: Replicate Section 7 (Ref. TDe-289 Part 10);
- 11) SERVICE PERIOD: date and month through date and month (ex: 07/01/2018 – 07/31/2018);
- 12) DUE DATE: the due date of the invoice;
- 13) NG SERVICE #: Next Generation Service number (Ref. TDe-289 Part 13);
- 14) DESCRIPTION: description of NG9-1-1 Service and reference to NG9-1-1 Tariff Filing (Ref. TDe-289 Part 14) [ex: PSAP location, size];
- 15) QUANTITY: unit of measure and number of services;
- 16) UNIT PRICE: U.S. dollar amount per quantity;
- 17) LINE TOTAL: per NG Service total amount;
- 18) TOTAL: total amount due.

NG9-1-1 Service Invoice Template Instructions

Table 1 County Code

CO #	COUNTY	CO #	COUNTY
01	Alameda	31	Placer
02	Alpine	32	Plumas
03	Amador	33	Riverside
04	Butte	34	Sacramento
05	Calaveras	35	San Benito
06	Colusa	36	San Bernardino
07	Contra Costa	37	San Diego
08	Del Norte	38	San Francisco
09	El Dorado	39	San Joaquin
10	Fresno	40	San Luis Obispo
11	Glenn	41	San Mateo
12	Humboldt	42	Santa Barbara
13	Imperial	43	Santa Clara
14	Inyo	44	Santa Cruz
15	Kern	45	Shasta
16	Kings	46	Sierra
17	Lake	47	Siskiyou
18	Lassen	48	Solano
19	Los Angeles	49	Sonoma
20	Madera	50	Stanislaus
21	Marin	51	Sutter
22	Mariposa	52	Tehama
23	Mendocino	53	Trinity
24	Merced	54	Tulare
25	Modoc	55	Tuolumne
26	Mono	56	Ventura
27	Monterey	57	Yolo
28	Napa	58	Yuba
29	Nevada	97	Cal Fire (statewide)
30	Orange	98	CHP (statewide)

Table 2 Service Type

SV #	Service Type	SV #	Service Type
27	Text to 9-1-1 Services	31	9-1-1 Statewide GIS
28	9-1-1 Trunk & Trans Services	32	9-1-1 Aggregation Services
29	NG 9-1-1 Core Services	32	Miscellaneous

The NG9-1-1 Service Order Template will be available in Excel format.

U.S. Mail form to:

Public Safety Communications, CA 9-1-1 Branch

601 Sequoia Pacific Blvd., MS-911

(916) 657-9369

April 27, 2026

SOW - ATTACHMENT 3 - PSAP LIST

California Statewide Statistics and PSAP Location Information

The California PSAPs listed below represent those funded by the CA 9-1-1 Branch. Not all PSAPs request/receive funding from the CA 9-1-1 Branch; therefore, the list is not inclusive of all PSAPs in California. Some NG9-1-1 Core Services with an ESINet exist today or are *planned* and are designated by "CE" or "CP". Some PSAPs contain Evergreen Network based Turnkey Call Handling Systems that are *existing* or *planned*, designated by "EE" or "EP". The remaining PSAPs are all Stand-Alone CPE, designated as "Blank" in the status field, or Host-Remote Call Handling Systems, designated with an "HS" as defined below.

The list designates if the PSAP currently received Text to 9-1-1 calls or is planning to but not yet deployed but may be by the time the Contract is awarded. All PSAPs without a predefined deliver modality will be determined at the time of deployment, if prior to the Effective Date of the Contract, or deploy with integrated text as defined in this Contract.

#	PSAP	Live NG9-1-1 PSAP/Transfer PSAP	Integrated Text
1	Alameda County Regional Fire		No
2	Alameda County Sheriff		Yes
3	Alameda Police Department		No
4	Albany Police Department		Yes
5	Alhambra Police Department		No
6	Alpine County Sheriff		No
7	Amador County Sheriff		Yes
8	Anaheim Police Department		No
9	Antioch Police Department		No
10	Arcadia Police Department		No
11	Arcata Police Department		Yes

#	PSAP	Live NG9-1-1 PSAP/Transfer PSAP	Integrated Text
12	Arvin Police Department	NG9-1-1 PSAP	No
13	Atascadero Police Department		No
14	Atherton Police Department		No
15	Atwater Police Department		No
16	Auburn Police Department		Yes
17	Avalon Fire Department		No
18	Azusa Police Department		No
19	Bakersfield Police Department	NG9-1-1 PSAP	No
20	Baldwin Park Police Department		No
21	Banning Police Department		No
22	Barstow Police Department		No
23	Bay Area Rapid Transit (BART) Police Department		No
24	Beaumont Police Department		Yes
25	Bell Gardens Police Department		No
26	Bell Police Department		No
27	Belmont Police Department		No
28	Benicia Police Department		No
29	Berkeley Police/Fire Communications Center		No
30	Beverly Hills Police Department		No
31	Bishop Police Department	Transfer PSAP	Yes
32	Blythe Police Department		No

#	PSAP	Live NG9-1-1 PSAP/Transfer PSAP	Integrated Text
33	Brawley Police Department	NG9-1-1 PSAP	No
34	Brea Police Department		No
35	Brentwood Police Department		No
36	Buena Park Police Department		No
37	Burbank Police Department		No
38	Burlingame Police Department		No
39	Butte County Sheriff		Yes
40	CAL-FIRE Camino	Transfer PSAP	Yes
41	CAL-FIRE El Cajon (San Diego Unit)		Yes
42	CAL-FIRE Felton (San Mateo/Santa Cruz Unit)		Yes
43	CAL-FIRE Fortuna (Humboldt/Del Norte Unit)		Yes
44	CAL-FIRE Fresno (Fresno/Kings Unit)		Yes
45	CAL-FIRE Grass Valley (Nevada/Yuba/Placer Unit)		Yes
46	CAL-FIRE Mariposa (Madera/Mariposa/Merced Unit)		Yes
47	CAL-FIRE Monterey (San Benito/Monterey Unit)		Yes
48	CAL-FIRE Morgan Hill (Santa Clara Unit)		Yes
49	CAL-FIRE Oroville (Butte Unit)		Yes
50	CAL-FIRE Perris (Riverside Unit)		Yes
51	CAL-FIRE Red Bluff (Tehama/Glenn Unit)		Yes
52	CAL-FIRE Redding (Shasta/Trinity Unit)		Yes

#	PSAP	Live NG9-1-1 PSAP/Transfer PSAP	Integrated Text
53	CAL-FIRE San Andreas (Tuolumne/Calaveras Unit)	Transfer PSAP	Yes
54	CAL-FIRE San Bernardino (San Bernardino Unit)		Yes
55	CAL-FIRE San Luis Obispo (San Luis Obispo Unit)		Yes
56	CAL-FIRE St Helena (Sonoma/Lake/Napa Unit)		Yes
57	CAL-FIRE Susanville (Lassen/Modoc Unit)		Yes
58	CAL-FIRE Visalia (Tulare Unit)		Yes
59	CAL-FIRE Willits (Mendocino Unit)		Yes
60	CAL-FIRE Yreka (Siskiyou Unit)		Yes
61	Calaveras County Sheriff (San Andreas)	Transfer PSAP	No
62	Calexico Police Department	NG9-1-1 PSAP	No
63	California City Police Department	NG9-1-1 PSAP	No
64	Calistoga Police Department		No
65	Campbell Police Department		No
66	Carlsbad Police Department		Yes
67	Carmel Police Department	Transfer PSAP	No
68	Cathedral City Police Department		No
69	Ceres Police Department		No
70	Cerritos College Police Department		No
71	Chico Police Department		Yes
72	Chino Police Department		No

#	PSAP	Live NG9-1-1 PSAP/Transfer PSAP	Integrated Text
73	Chowchilla Police Department		Yes
74	CHP Atwater (Merced)	Transfer PSAP	No
75	CHP Bakersfield (Kern)	Transfer PSAP	No
76	CHP Barstow (San Bernardino)		No
77	CHP Bishop (Inyo)	Transfer PSAP	No
78	CHP Border Comm Center (San Diego)		No
79	CHP Capitol Communications Center (Sacramento)		No
80	CHP Chico (Butte)	Transfer PSAP	No
81	CHP El Centro (Imperial)	NG9-1-1 PSAP	No
82	CHP Eureka (Humboldt)		No
83	CHP Fresno (Fresno)		No
84	CHP Indio (Riverside)		No
85	CHP Inland (San Bernardino)		No
86	CHP Irvine (Orange)		No
87	CHP Los Angeles (Los Angeles)		No
88	CHP Rancho Cordova (Sacramento)	Transfer PSAP	No
89	CHP Redding (Shasta)		No
90	CHP Salinas (Monterey)		No
91	CHP San Luis Obispo (San Luis Obispo)		No
92	CHP Stockton (San Joaquin)		No
93	CHP Susanville (Lassen)		No

#	PSAP	Live NG9-1-1 PSAP/Transfer PSAP	Integrated Text
94	CHP Ukiah (Mendocino)		No
95	CHP Vallejo/Golden Gate (Solano)		No
96	CHP Ventura (Ventura)		No
97	CHP Yreka (Siskiyou)		No
98	Chula Vista Police Department		Yes
99	Citrus Heights Police Department		No
100	Claremont Police Department		No
101	Clearlake Police Department		Yes
102	Cloverdale Police Department		No
103	Clovis Police Department		Yes
104	Coalinga Police Department		Yes
105	Colma Police Department		No
106	Colton Police Department		Yes
107	Colusa County Sheriff		No
108	Concord Police Department		Yes
109	CONFIRE - San Bernardino County Fire (Hesperia)		No
110	CONFIRE - San Bernardino County Fire (Rialto)		No
111	Contra Costa County Fire Protection District		No
112	Contra Costa County Sheriff		No
113	Corcoran Police Department		Yes
114	Corning Fire Department		No

#	PSAP	Live NG9-1-1 PSAP/Transfer PSAP	Integrated Text
115	Corning Police Department		No
116	Corona Police Department		No
117	Coronado Police Department		Yes
118	Costa Mesa Police Department		No
119	Cotati Police Department		No
120	Covina Police Department		No
121	CSU Channel Island Police Department		No
122	CSU Chico Police Department		Yes
123	CSU Dominguez Hills Police Department		Yes
124	CSU Fresno Police Department		Yes
125	CSU Fullerton Police Department		No
126	CSU Humboldt Police Department		Yes
127	CSU Long Beach University Police		No
128	CSU Los Angeles Police Department	NG9-1-1 PSAP	No
129	CSU Northridge University Police		No
130	CSU Pomona (Cal Poly) Police Department		No
131	CSU San Bernardino Police Department		No
132	CSU San Diego Police Department		Yes
133	CSU San Francisco Police Department		No
134	CSU San Jose Police Department		No
135	CSU San Luis Obispo (Cal Poly) Police Department		No

#	PSAP	Live NG9-1-1 PSAP/Transfer PSAP	Integrated Text
136	CSU San Marcos Police Department		Yes
137	Davis Police Department		Yes
138	Del Norte County Sheriff		Yes
139	Delano Police Department	NG9-1-1 PSAP	No
140	Desert Hot Springs Police Department		No
141	Dinuba Police Department		Yes
142	Dos Palos Police Department (Westside Regional Comm)		No
143	Downey Fire Department		No
144	Downey Police Department		No
145	East Bay Regional Park District		No
146	El Cajon Police Department		Yes
147	El Camino Community College District Police	NG9-1-1 PSAP	No
148	El Centro Police Department	NG9-1-1 PSAP	No
149	El Dorado County Sheriff (Host A)	NG9-1-1 PSAP	Yes
150	El Dorado County Sheriff (Host B)	NG9-1-1 PSAP	No
151	El Monte Police Department		No
152	Elk Grove Police Department		No
153	Emeryville Police Department		No
154	Escondido Police Department		Yes
155	Eureka Police Department		No
156	Fairfax Police Department		No

#	PSAP	Live NG9-1-1 PSAP/Transfer PSAP	Integrated Text
157	Fairfield Police Department		Yes
158	Firebaugh Police Department		No
159	Folsom Police Department		Yes
160	Fontana Police Department		No
161	Fortuna Police Department		Yes
162	Foster City Police Department		No
163	Fountain Valley Police Department		No
164	Fremont Police Department		Yes
165	Fresno County EMS		No
166	Fresno County Sheriff		No
167	Fresno Police Department		No
168	Fresno Police Department (Backup)		No
169	Fullerton Police Department		No
170	Galt Police Department		No
171	Garden Grove Police Department		No
172	Gilroy Police Communications		Yes
173	Glendale Police Department		No
174	Glendora Police Department		No
175	Glenn County Sheriff		No
176	Gridley Police Department		No
177	Hanford Police Department		Yes
178	Hayward Police Department		No

#	PSAP	Live NG9-1-1 PSAP/Transfer PSAP	Integrated Text
179	Healdsburg Police Department		No
180	Heartland Communications Facility Authority - Fire		Yes
181	Hemet Police Department		No
182	Hillsborough Police Department		No
183	Humboldt County Sheriff		No
184	Huntington Beach Police Department		No
185	Huntington Park Police Department		No
186	Huron Police Department		No
187	Imperial County Sheriff	NG9-1-1 PSAP	No
188	Indio Police Department		No
189	Inglewood Police/Fire Department Communications		No
190	Inyo County Sheriff		No
191	Irvine Police Department		No
192	Irwindale Police Department		No
193	Kern County Fire Department	Transfer PSAP	No
194	Kern County Sheriff	NG9-1-1 PSAP	No
195	Kings County Sheriff		No
196	La Habra Police Department		No
197	La Mesa Police Department		Yes
198	La Palma Police Department		No

#	PSAP	Live NG9-1-1 PSAP/Transfer PSAP	Integrated Text
199	La Verne Police/Fire Department		No
200	Laguna Beach Police Department		No
201	Lake County Sheriff		Yes
202	LAPD Metro		Yes
203	LAPD Valley Comm Center		Yes
204	LASD - Carson Sheriff's Station		No
205	LASD - Century Sheriff's Station		No
206	LASD - Cerritos Sheriff's Station		No
207	LASD - Compton Sheriff's Station		No
208	LASD - Crescenta Valley Sheriff's Station		No
209	LASD - East Los Angeles Sheriff's Station		No
210	LASD - Industry Sheriff's Station		No
211	LASD - Lakewood Sheriff's Station		No
212	LASD - Lancaster Sheriff's Station		No
213	LASD - Lomita Sheriff's Station		No
214	LASD - Lost Hills/Malibu Sheriff's Station		No
215	LASD - Marina Del Rey Sheriff's Station		No
216	LASD - Metro Transportation Authority		No
217	LASD - Norwalk Sheriff's Station		No
218	LASD - Palmdale Sheriff's Station		No
219	LASD - Pico Rivera Sheriff's Station		No
220	LASD - San Dimas Sheriff's Station		No

#	PSAP	Live NG9-1-1 PSAP/Transfer PSAP	Integrated Text
221	LASD - Santa Clarita Valley Sheriff's Station		No
222	LASD - South Los Angeles Sheriff's Station		No
223	LASD - Temple City Sheriffs Station		No
224	LASD - Walnut/Diamond Bar Sheriffs Station		No
225	LASD - West Hollywood Sheriffs Station		No
226	Lassen County Sheriff		No
227	Lemoore Police Department		No
228	Lincoln Police Department		Yes
229	Livermore Police Department		Yes
230	Livingston Police Department		Yes
231	Lodi Police Department		No
232	Lompoc Police Department		No
233	Long Beach Fire Department		No
234	Long Beach Police Department		No
235	Los Altos Police Department		Yes
236	Los Angeles City Fire Department		No
237	Los Angeles City Fire Department (backup site)		No
238	Los Angeles County Fire		No
239	Los Angeles Port Police		No
240	Los Banos Police Department		Yes
241	Los Gatos Police Communications		No

#	PSAP	Live NG9-1-1 PSAP/Transfer PSAP	Integrated Text
242	Madera County Sheriff		No
243	Madera Police Department		Yes
244	Manteca Police Department		No
245	Marin County Fire Department		Yes
246	Marin County Sheriff		Yes
247	Mariposa County Sheriff		No
248	Martinez Police Department		No
249	Marysville Police Department		No
250	McFarland Police Department	NG9-1-1 PSAP	Yes
251	Mendocino County Sheriff		Yes
252	Menlo Park Police Department		No
253	Merced County Sheriff		No
254	Merced Emergency Medical Services		No
255	Merced Police Department		Yes
256	Metro Cities - Fire Station 3		No
257	Metro Net - Metro Cities Fire Auth Comm Center		No
258	Metro Zone Command and Data Center		Yes
259	Milpitas Police Department		No
260	Modoc County Sheriff		Yes
261	Mono County Sheriff	NG9-1-1 PSAP	Yes
262	Monrovia Police Department		No

#	PSAP	Live NG9-1-1 PSAP/Transfer PSAP	Integrated Text
263	Montclair Police Department		No
264	Montebello Police Department		No
265	Monterey County Emergency Communications	NG9-1-1 PSAP	Yes
266	Monterey Park Police/Fire Department		Yes
267	Morgan Hill Police Communications		No
268	Mountain View Police/Fire Department		Yes
269	Mt Shasta Police Department		Yes
270	Murrieta Police Department		No
271	Napa County Communications		No
272	Napa County Communications		No
273	NASA AMES Police Department		No
274	National City Police Department		Yes
275	Nevada County Sheriff		No
276	Newark Police/Fire Department		No
277	Newport Beach Police Department		No
278	North County Dispatch		Yes
279	Novato Police Department		Yes
280	Oakdale Police Department		Yes
281	Oakland Fire Department		Yes
282	Oakland Police Department		Yes
283	Oceanside Police Department		Yes

#	PSAP	Live NG9-1-1 PSAP/Transfer PSAP	Integrated Text
284	Ontario Fire Department		No
285	Ontario Police Department		No
286	Orange County Fire Authority		No
287	Orange County Sheriff (Harbor Patrol/Newport Beach)		No
288	Orange County Sheriff (Silverado)		No
289	Orange Police Department		No
290	Oroville Police Department		Yes
291	Oxnard Police/Fire Department		No
292	Palm Springs Police/Fire Department		No
293	Palo Alto Police Department		Yes
294	Palos Verdes Estates Police/Fire Department		No
295	Paradise Police Department		Yes
296	Pasadena Police Department		No
297	Paso Robles Police Department		No
298	Petaluma Police Department		No
299	Piedmont Police Department		No
300	Pinole Police Department		No
301	Pismo Beach Police Department		No
302	Placentia Police Department		No
303	Placer County Sheriff		Yes
304	Placerville Police Department	NG9-1-1 PSAP	Yes

#	PSAP	Live NG9-1-1 PSAP/Transfer PSAP	Integrated Text
305	Pleasant Hill Police Department		No
306	Pleasanton Police Department		Yes
307	Plumas County Sheriff		No
308	Pomona Police Department		No
309	Port Hueneme Police Department		No
310	Porterville Police Department		No
311	Red Bluff Police Department		Yes
312	Redlands Police Department		No
313	Redondo Beach Police/Fire Department		Yes
314	Redwood City Police Department		No
315	Reedley Police Department		No
316	Rialto Police Department		No
317	Richmond Police Department		No
318	Ridgecrest Police Department	NG9-1-1 PSAP	No
319	Ripon Police Department		No
320	Riverside County Ben Clark Training Center		No
321	Riverside County Sheriff (Riverside)		No
322	Riverside County Sheriff (Palm Desert)		No
323	Riverside County Sheriff (Blythe)		No
324	Riverside Police Department		Yes
325	Rocklin Police Department		Yes
326	Rohnert Park Police Department		No

#	PSAP	Live NG9-1-1 PSAP/Transfer PSAP	Integrated Text
327	Roseville Police Department		Yes
328	Sacramento City Police Department		No
329	Sacramento Co Intl Airport		No
330	Sacramento County Sheriff		No
331	Sacramento Regional Fire Emergency Comm Center - SRFECC		No
332	San Bernardino County Sheriff (Rialto/Valley)		No
333	San Bernardino County Sheriff (Victorville/Desert)		No
334	San Bernardino Police Department		No
335	San Bruno Police Department		No
336	San Diego County Lifeguards		Yes
337	San Diego County Sheriff (San Diego)		Yes
338	San Diego County Sheriff (Backup)		No
339	San Diego Harbor Police Department		No
340	San Diego Police Department		Yes
341	San Fernando Police Department		No
342	San Francisco Dept Emergency Management		Yes
343	San Francisco Dept Emergency Management (Backup)		No
344	San Francisco International Airport Police		No
345	San Gabriel Police Department		No
346	San Joaquin County Sheriff		Yes

#	PSAP	Live NG9-1-1 PSAP/Transfer PSAP	Integrated Text
347	San Jose Police/Fire Communications		No
348	San Jose Police/Fire Communications (Backup)		No
349	San Leandro Police Department		No
350	San Luis Obispo County Sheriff		No
351	San Luis Obispo Police Department		No
352	San Marino Police Department		No
353	San Mateo County Communications		No
354	San Mateo Police Department		No
355	San Rafael Police Department		No
356	San Ramon Valley 9-1-1 PD/FD		No
357	Santa Ana Police Department		No
358	Santa Barbara County Fire		No
359	Santa Barbara County Sheriff		No
360	Santa Barbara Police Department		No
361	Santa Clara County Sheriff Communications (Node A)		No
362	Santa Clara County Sheriff Communications (Node B)		No
363	Santa Clara Police Department		No
364	Santa Cruz Regional 9-1-1		No
365	Santa Maria Police Department		No
366	Santa Monica Public Safety Communications		No

#	PSAP	Live NG9-1-1 PSAP/Transfer PSAP	Integrated Text
367	Santa Paula Police Department		No
368	Santa Rosa Police Department		No
369	Scotts Valley Police Department		No
370	Sebastopol Police Department		No
371	Selma Police Department		No
372	Shafter Police Department	NG9-1-1 PSAP	No
373	Shasta County Comm Center - SHASCOM		Yes
374	Sierra County Sheriff		No
375	Sierra Madre Police Department		No
376	Signal Hill Police Department		No
377	Simi Valley Police Department		No
378	Siskiyou County Sheriff		No
379	Solano County Sheriff		No
380	Sonoma County REDCOM Fire & EMS		Yes
381	Sonoma County Sheriff		Yes
382	Sonora Police Department	NG9-1-1 PSAP	Yes
383	South Bay Regional Public Comm Authority		No
384	South Gate Police Department		Yes
385	South Lake Tahoe Police Department	NG9-1-1 PSAP	No
386	South Pasadena Police/Fire Department		No
387	South San Francisco Police Department		No
388	Stanislaus Regional 9-1-1		No

#	PSAP	Live NG9-1-1 PSAP/Transfer PSAP	Integrated Text
389	Stockton Fire Department		Yes
390	Stockton Police Department		Yes
391	Suisun City Police Department		Yes
392	Sunnyvale Police Department		No
393	Sutter County Sheriff		No
394	Taft Police Department	NG9-1-1 PSAP	No
395	Tehachapi Police Department	NG9-1-1 PSAP	No
396	Tehama County Sheriff		No
397	Torrance Police Department		No
398	Tracy Police Department		Yes
399	Trinity County Sheriff (Weaverville)		No
400	Tulare County Consol Ambulance Dispatch - TCCAD		Yes
401	Tulare County Fire Department		No
402	Tulare County Sheriff		No
403	Tulare Police Department		Yes
404	Tuolumne County Sheriff	NG9-1-1 PSAP	Yes
405	Turlock Police Department		No
406	Tustin Police Department		No
407	UC Berkeley Police Department		No
408	UC Davis Police Department		No
409	UC Irvine Police Department		No

#	PSAP	Live NG9-1-1 PSAP/Transfer PSAP	Integrated Text
410	UC Los Angeles Police Department		No
411	UC Merced Police Department		No
412	UC Riverside Police Department		No
413	UC San Diego Police Department		Yes
414	UC San Francisco Police Department		Yes
415	UC Santa Barbara Police Department		No
416	UC Santa Cruz Police Department		No
417	Ukiah Police Department		Yes
418	Upland Police Department		No
419	US Air Force Beale AFB SFCC		No
420	US Air Force Edwards AFB Fire Department		No
421	US Air Force Travis AFB		No
422	US Air Force Vandenberg AFB Police/Fire Department		No
423	US Army Fort Irwin Provost Marshall		No
424	US Army Presidio of Monterey Dispatch Center		No
425	US Park Police Golden Gate NRA		No
426	US Sequoia National Park Police		No
427	US Yosemite National Park Police		No
428	USMC Camp Pendleton JECC		No
429	USMC Logistics Base Barstow - NEBO Provost Marshall		No

#	PSAP	Live NG9-1-1 PSAP/Transfer PSAP	Integrated Text
430	USMC Miramar Air Station Police/Fire Department		No
431	USMC Twenty-Nine Palms Combat Center - Fire		No
432	Vacaville Police Department		Yes
433	Vallejo Police Department		No
434	Valley Regional Emergency Communications Center		No
435	Ventura County Fire Protection District (Camarillo)		No
436	Ventura County Fire Protection District (Moorpark)		No
437	Ventura County Sheriff (Ventura)		No
438	Ventura County Sheriff (East Valley)		No
439	Ventura Police Department		No
440	Verdugo Fire Department		No
441	Vernon Police Department		No
442	Visalia Police Department		No
443	Walnut Creek Police Department		No
444	Wasco Police Department		Yes
445	Weed Police Department		No
446	West Covina Police/Fire Department		No
447	WEST-COMM - West Cities Police Comm Center		No

#	PSAP	Live NG9-1-1 PSAP/Transfer PSAP	Integrated Text
448	Westminster Police Department		No
449	Whittier Police Department		No
450	Willits Police Department		Yes
451	Yolo Emergency Communications Agency YECA		No
452	Yreka Police Department		Yes
453	Yuba City Police Department		Yes
454	Yuba County Sheriff		No

*Updated PSAP tables may be provided to the Contractor upon Contract execution.

**SOW - ATTACHMENT 4a – NG9-1-1 FUNCTIONS AND SERVICES ACCEPTANCE AND
AUTHORIZATION TEMPLATE**

This document is a template that will serve as a starting point to develop a checklist that shall serve as notice from the CA 9-1-1 Branch to the Contractor that the NG Functions and Services are acceptable, as stated below and the Contractor may invoice the CA 9-1-1 Branch.

All Information to be completed by the Contractor only

CA 9-1-1 Branch

Initial

- | | |
|--|-------|
| ☐ NG Text to 9-1-1 – Web Based OTT | _____ |
| ☐ NG Text to 9-1-1 – Integrated | _____ |
| ☐ Legacy PSAP Gateway | _____ |
| ☐ Independent Verification & Validation | _____ |
| ☐ Interoperability Connections | _____ |
| ☐ PSAP Integration | _____ |
| ☐ Performance Reporting | _____ |
| ☐ Call Logging | _____ |
| ☐ Statewide Outage Reporting | _____ |
| ☐ NRC Project Initiation and Design | _____ |
| ☐ Statewide 911 GIS | _____ |
| ☐ Selective Routing – as a standalone service | _____ |
| ☐ GIS Data synchronization | _____ |
| ☐ Alert and Warning System | _____ |

Minor Discrepancies:

As the authorized representative of:

_____ (CA 9-1-1 Branch NG9-1-1 Manager),
I hereby acknowledge receipt, installation and satisfactory performance of the service.
If minor discrepancies exist, but do not keep the service from performing in accordance
with the contracted terms and conditions, these discrepancies are noted above.

AUTHORIZED BY:

Signature Date

Printed/Typed Name Title

IMMEDIATELY AFTER ACCEPTANCE

File a scanned copy to the CA 9-1-1 Branch NG9-1-1 Manager

SOW - ATTACHMENT 4b –NG9-1-1 TRUNKS ACCEPTANCE AND AUTHORIZATION TEMPLATE

This document is a template that will serve as a starting point to develop a checklist that shall serve as notice from the CA 9-1-1 Branch to the Contractor, that the NG Trunk services are acceptable, as stated below, and the Contractor may invoice the CA 9-1-1 Branch.

All Information to be completed by Contractor only

CA 9-1-1 Branch

Initial

- ☐ Trunks from NGCS to PSAP
- ☐ Capacity tested 1Mb
- ☐ Capacity tested 10Mb
- ☐ Capacity tested 100Mb
- ☐ Capacity tested 1000Mb

- ☐ Trunk failover tested

Minor Discrepancies:

As the authorized representative of:

_____ (CA 9-1-1 Branch NG9-1-1 Manager),

*I hereby acknowledge receipt, installation and satisfactory performance of the service.
If minor discrepancies exist, but do not keep the service from performing in accordance
with the contracted terms and conditions, these discrepancies are noted above.*

AUTHORIZED BY:

Signature

Date

Printed/Typed Name

Title

IMMEDIATELY AFTER ACCEPTANCE

File a scanned copy to the CA 9-1-1 Branch NG9-1-1 Manager

**SOW - ATTACHMENT 4c – NG9-1-1 AGGREGATION ACCEPTANCE AND AUTHORIZATION
TEMPLATE**

This document is a template that will serve as a starting point to develop a checklist that shall serve as notice from the CA 9-1-1 Branch to the Contractor, that the NG9-1-1 Aggregation services are acceptable, as stated below, and the Contractor may invoice the CA 9-1-1 Branch.

All Information to be completed by Contractor only
CA 9-1-1 Branch

Initial

- | | |
|--|-------|
| ☐ Able to accurately aggregate all Text OSPs | _____ |
| ☐ Able to accurately accept aggregation (# of aggregations) | _____ |
| ☐ Able to failover if one aggregation is offline | _____ |
| ☐ Able to transfer all 9-1-1 call modalities | _____ |

Minor Discrepancies:

As the authorized representative of:

_____ (CA 9-1-1 Branch NG9-1-1 Manager),
I hereby acknowledge receipt, installation and satisfactory performance of the service.
If minor discrepancies exist, but do not keep the service from performing in accordance
with the contracted terms and conditions, these discrepancies are noted above.

AUTHORIZED BY:

Signature

Date

Printed/Typed Name

Title

IMMEDIATELY AFTER ACCEPTANCE

File a scanned copy to the CA 9-1-1 Branch NG9-1-1 Manager

**SOW - ATTACHMENT 4d –NG CORE SERVICES ACCEPTANCE AND AUTHORIZATION
TEMPLATE**

This document is a template that will serve as a starting point to develop a checklist that shall serve as notice from the CA 9-1-1 Branch to the Contractor, that the Next Generation Core Services are acceptable, as stated below, and the Contractor may invoice the CA 9-1-1 Branch.

All Information to be completed by Contractor only

CA 9-1-1 Branch Initial

- | | |
|--|-------|
| ☐ Able to accurately route 9-1-1 calls | _____ |
| ☐ Able to receive all 9-1-1 call modalities | _____ |
| ☐ Able to transfer all 9-1-1 call modalities | _____ |
| ☐ Received training of NG Core 9-1-1 service | _____ |
| ☐ Received training to access NG Core call data | _____ |
| ☐ Can access and understand NG administrative tools | _____ |

Minor Discrepancies:

As the authorized representative of:

_____ (CA 9-1-1 Branch NG9-1-1 Manager),

*I hereby acknowledge receipt, installation and satisfactory performance of the service.
If minor discrepancies exist, but do not keep the service from performing in accordance
with the contracted terms and conditions, these discrepancies are noted above.*

AUTHORIZED BY:

Signature

Date

Printed/Typed Name

Title

IMMEDIATELY AFTER ACCEPTANCE

Submit a scanned copy to the CA 9-1-1 Branch NG9-1-1 Manager

SOW - ATTACHMENT 4e – NG TEXT TO 9-1-1 ACCEPTANCE AND AUTHORIZATION TEMPLATE

This document is a template that will serve as a starting point to develop a checklist that shall serve as notice from the CA 9-1-1 Branch to the Contractor that the NG Text to 9-1-1 Services are acceptable, as stated below, and the Contractor may invoice the CA 9-1-1 Branch.

All Information to be completed by Contractor only

CA 9-1-1 Branch Initial

- | | |
|---|-------|
| ☐ Able to receive NG Text to 9-1-1 | _____ |
| ☐ Able to send NG Text to 9-1-1 | _____ |
| ☐ Able to transfer NG Text to 9-1-1 | _____ |
| ☐ Received training of NG Text to 9-1-1 service | _____ |
| ☐ Received training to access NG Text to 9-1-1 session data | _____ |
| ☐ Can access and understand Text administrative tools | _____ |
| ☐ Validate session data with NG Text to 9-1-1 reporting tool | _____ |

Minor Discrepancies:

As the authorized representative of:

_____ (CA 9-1-1 Branch NG9-1-1 Manager),
I hereby acknowledge receipt, installation and satisfactory performance of the service.
If minor discrepancies exist, but do not keep the service from performing in accordance
with the contracted terms and conditions, these discrepancies are noted above.
AUTHORIZED BY:

Signature

Date

Printed/Typed Name

Title

IMMEDIATELY AFTER ACCEPTANCE

Submit a scanned copy to the CA 9-1-1 Branch NG9-1-1 Manager

SOW - ATTACHMENT 5a – ACCEPTANCE TESTING PLAN TEMPLATE

The Acceptance Test Plan template will be available in Excel format.

Requirement Reference Number	Test Date and Duration	Test Results	Pass/Fail	Notes	Contractor signoff
1.1					
1.2					
1.3					

SOW - ATTACHMENT 5b – CERTIFICATE OF SYSTEM READINESS TEMPLATE

The Certificate of System Readiness Template will be available in Word format.

NETWORK SERVICE PROVIDER	PSAP NAME	TODAY'S DATE:
Start Date of System Acceptance:	End Date of System Acceptance:	
NGCS Representative Name:	Contractor Representative Signature:	
PSAP Representative Name:	PSAP Representative Signature:	
CA 9-1-1 Branch Representative Name:	CA 9-1-1 Branch Representative Signature:	
All of the above signed Representatives hereby acknowledge receipt, installation and satisfactory performance of the Next Generation 9-1-1 Services. This Certificate of System Readiness confirms the NG9-1-1 Services have successfully completed the 45 calendar day Acceptance Test Plan (ATP). Any discrepancies noted during the ATP shall be noted on the Final Test Report.		

SOW - ATTACHMENT 6 – WORK ORDER AUTHORIZATION FORM

WOA Number:

Amendment:

Title of WOA:

Dates:

Work Description:

Tasks and Work Products:

Cost:

Not-to-Exceed Cost					
	Staff Name	Classification	Labor Hours	Rate Per Hour	Cost
1					
2					
				Not-to-Exceed Cost Total	

Acceptance Criteria:

State Responsibilities:

Approvals:

These tasks will be performed in accordance with this WOA including any accompanying documentation, if applicable and the provisions of the Contract.

State of California

Contractor

Name Date

Name Date

SOW - ATTACHMENT 7 – CONTRACTOR'S LICENSE INFORMATION

(Installation Services Only)

The Contractor shall obtain, at their own expense, all license(s) and permit(s) required by law for accomplishing any work required in connection with this Contract. The Contractor shall complete the applicable Contractor's license information below in accordance with the Contractor's State License Board, Department of Consumer Affairs. At a minimum, a California C-7 license is required prior to commencement of work which may include the installation of cable and wiring and electrical modification. Contractors or subcontractors performing cable and/or wiring installation work or structural modifications are required to have the appropriate State contractor's license. The license must be in the name of the company or the name of the "qualifying individual" of the company. It is the Contractor's responsibility to ensure that the Contractor and/or Subcontractor maintain a current CA C-7 license during the term of the Contract and may be verified by the State at any time. The Contractor may not perform any work at or with a PSAP without valid license.

CONTRACTOR:

Class _____ License No: _____
Licensee: _____ Expiration Date: _____
Class _____ License No: _____
Licensee: _____ Expiration Date: _____

Note: Contractor (Firm's Name or a Responsible Managing Employee) must be licensed in addition to all subcontractor(s) performing under this Contract.

SUBCONTRACTOR 1

Class _____ License No: _____
Licensee: _____ Expiration Date: _____
Relationship of Licensee to Contractor: _____

SUBCONTRACTOR 2

Class _____ License No: _____
Licensee: _____ Expiration Date: _____
Relationship of Licensee to Contractor: _____

SOW – ATTACHMENT 8 – PROJECT MILESTONE REPORT

The Report form will be available in Word format.



Project Milestone Report

Project Name / Contract Number:		Prepared date/time:	
Project Start Date:	Project End Date:	% Complete:	
Cal OES Project Manager:		Contractor Project Manager:	
Milestone Name:		Milestone Due Date:	
Milestone Description:			
Cal OES Project Manager Name:		Contractor Project Manager Name:	
Cal OES Project Manager Signature:		Contractor Project Manager Signature:	
Agreement to Adjust Milestone Due Date			
		Adjusted Milestone Due Date:	
Approved by Cal OES Date:		Approved by Contractor Date:	
Cal OES Project Manager Name:		Contractor Project Manager Name:	
Cal OES Project Manager Signature:		Contractor Project Manager Signature:	
Reason for adjusted Milestone Due Date:			
Project Milestone Status:			
Green: Project Milestone is within scope, budget, and schedule.	Yellow: Project milestone is at risk.	Red: Project milestone is in danger	
Circle Project Milestone Status:			
Green	Yellow	Red	
Current Milestone Life Cycle Phase (Check one):			
Concept	Planning	Design	Test
Implement	Completed		
Project Documentation		Resources	Services and Software
☐ Not started		☐ Available	☐ No updates needed
☐ In development		☐ Need to assess	☐ Software updates needed
☐ Revision update		☐ Need to hire	☐ Under development
☐ Sent for approval		☐ Release resource(s)	☐ Not applicable
☐ Other (specify) _____		☐ Other (specify) _____	☐ Other (specify) _____
Project Milestone Status: (This is an update of the current status for this Milestone)			
Project Milestone Risks: (These should include actions being taken or recommendations for mitigation.)			

SOW – ATTACHMENT 9 – RESPONSIBILITY CERTIFICATION

By signing and submitting this certification, the Contractor is providing the certification as set out below:

- A. The Contractor certifies to the best of its knowledge and belief that the Contractor, the Contractor's subcontractor(s) or any personnel related to the Contract are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency.

Company Name

Name and Title of Authorized Representative that can bind the company

Signature

SOW – ATTACHMENT 10 – LIST OF SUBCONTRACTORS

Listed hereinafter is the name and address of each subcontractor who will be employed and the kind of work which each will perform. Contractor understands that under Government Code Section 4100 through 4113 (see note below), Contractor must here clearly set forth the name and address of each subcontractor who will perform work or labor or render service to Contractor in or about the construction of the work in an amount in excess of one-half of one percent (1/2 of 1%) of Contractor's total charges and that as to any work in which Contractor fails to do so, Contractor agrees to perform that portion or be subject to penalty under the act.

IF MORE THAN ONE SUBCONTRACTOR IS LISTED FOR THE SAME TYPE OF WORK, SPECIFY THE PORTION OF THAT TYPE OF WORK THAT THE INDIVIDUAL SUBCONTRACTOR WILL BE PERFORMING. LIST THE SUBCONTRACTORS' APPLICABLE CONTRACTOR'S LICENSE NUMBER(S), IF AVAILABLE. VENDORS OR SUPPLIERS OF MATERIALS ONLY NEED NOT BE LISTED.

If additional space is required for the listing of subcontractors, reproduced additional sheets showing the required information, as indicated below, shall be attached hereto and made a part of the Agreement.

SUBCONTRACTOR NAME AND ADDRESS	TYPE OF WORK (as it relates to tariffed services)	LICENSE NO. (if applicable)	EXPIRATION DATE

NOTE: The above listing requirement will for purposes of this Agreement be construed in accordance with the provisions of the Subletting and Subcontracting Fair Practices Act ("The Act") as set forth in Government Code Sections 4100 through 4113. Also, for purposes of this Agreement and interpretation of The Act, a vendor will be considered to be a Prime Contractor regardless of whether such vendor is or is not a licensed Contractor.

SOW – ATTACHMENT 11 – TECHNICAL REQUIREMENTS

Contractor must indicate agreement to each of the technical requirements in Attachment 11, Workbook 11.1 through 11.7 by indicating "Yes" the Contractor affirms that it understands the requirement and agrees to comply with the requirement in order to be considered for the award. Qualifying any "Yes" answer or Answering "No" to any of the Mandatory technical requirements in the proposal may result in the proposal being deemed non-responsive. Contractor must provide a written narrative for the requirements noted in Attachment 11 and include with its Proposal Submission in accordance with Section 6, Proposal Format and Submission Requirements.

11.1 FUNCTIONAL REQUIREMENTS

Req #	Requirement	Yes/No	Notes
11.1.1	Shall not charge OSPs, 9-1-1 Service Providers, PSAPs, CPE providers, or any other service provider from ingress to egress of the 9-1-1 traffic, as these services in their entirety are paid for by the State of California.	Yes	
11.1.2	Implement NENA i3 standards and CPE delivery standards, as directed by CA 9-1-1 Branch to support CA statewide interoperability.	Yes	
11.1.3	Have a minimum of two (2) geographically diverse Cores or the cloud-based equivalent, within CONUS, dedicated to California with demonstrated capability that provides 99.999% availability.	Yes	
11.1.4	Shall have the overall management and direction of standards and best practices for consistency of 9-1-1 traffic, based on direction from CA 9-1-1 Branch.	Yes	
11.1.5	Shall process and route any 9-1-1 traffic within California	Yes	
11.1.6	Process and route all OSP traffic types in the State of California.		OSP TDM ingress aggregation is out of scope
11.1.7	Shall be responsible for maintaining the centralized policy routing instructions	Yes	
11.1.8	Shall be responsible for Policy Routing	Yes	
11.1.9	Shall provide the security and firewalls needed to protect NG9-1-1 Services in accordance with mutually agreed upon NENA security standards. The Network Service Provider shall detect, mitigate and report TDOS, DDOS and any other Cyber attacks	Yes	

Req #	Requirement	Yes/No	Notes
11.1.10	Shall agree to CA 9-1-1 Branch utilizing a third-party vendor to validate network security for all NG9-1-1 Services in accordance with mutually agreed upon NENA security standards.	Yes	
11.1.11	The current NENA approved security standard (NENA-INF-015.1-2016, NENA 75-001, NENA 75-502) Security for Next-Generation 9-1-1 Standard (NG-SEC) Standard and the associated NENA Next Generation 9-1-1 Security (NENA-INF-023.1-2017, NENA 75-002 - NG-SEC Audit Checklist) are required to be implemented. As the NENA security requirements evolve and mature and at the request of CA 9-1-1 Branch, Network Service Provider shall provide a plan to implement updates, adjustments, or modifications to maintain compliance with the current NENA security standard. The Network Service Provider shall monitor additional security repositories to identify threats and vulnerabilities to the system in the context of avoiding cybersecurity issues. Sites that are often utilized such as https://cve.mitre.org/ , https://nvd.nist.gov/ , and https://www.us-cert.gov/ can assist in the identification and analysis of potential vulnerabilities within the NGCS. Once a vulnerability or a threat has been identified, the Network Service Provider shall perform the initial and emergency response to the security event and will have no more than 24 hours to provide CA 9-1-1 Branch a document describing the measures taken, and any additional implementation plans to fully avoid a breach.	Yes	
11.1.12	Shall supply a Configuration management database that documents all of the software, systems, network protocols, port usage and relevant system related information in a mutually agreed upon format. This configuration database shall include a linkage to their change management process to ensure that any change request that is implemented will result in update to the configuration management database. The Service Provider shall follow industry standards best practices such as ITIL or the equivalent, and shall maintain a configuration management database that can be accessed by CA 9-1-1 Branch. Items that need to be included in the configuration management database include: o Bandwidth at each interface o Capacity and demand management as adjustments to the interfaces o Access management and any adjustments to the identification and access management to the NGCS	Yes	

Req #	Requirement	Yes/No	Notes
	- o Service Level and Performance adjustments to adhere to the SLA - o Security changes and adjustments – Physical and Operational - o Configuration database dashboard or other method to allow real time access to the CA 9-1-1 Branch - o As-built information contained in the system as the baseline configuration to provide a historical reference to the system "as delivered"		
11.1.13	Shall provide 9-1-1 traffic flow architecture from ingress to egress.	Yes	
11.1.14	Shall interface with the Statewide CAPSNET microwave backhaul to each PSAP requiring its use as a tertiary path, as directed by CA 9-1-1 Branch. Shall provide the ability to ensure CAPSNET connection is actively monitored. Note: the CAPSNET is currently being upgraded to MPLS. The diverse path provided over CAPSNET by Cal OES will be extended to every PSAP, if possible. The interface to CAPSNET will be via BGP (Layer 2 or Layer 3) at each PSAP	Yes	
11.1.15	The LVF shall be available to Originating Service Providers (OSPs) or other authorized users so they can verify that civic addresses will return PSAP or emergency responder URIs. The LVF shall be made available via an LVF proxy in the public internet in a secure controlled manner. The LVF shall return a PSAP name from an entered geo-coordinate.	Yes	
11.1.16	RESERVED		
11.1.17	RESERVED		
11.1.18	Shall define the interface to the POI that support all OSP types based on direction from CA 9-1-1 Branch based on the NENA i3 standard.		OSP TDM ingress aggregation is out of scope
11.1.19	Shall support Location Based Routing using location data provided by either an Originating Service Provider, a device operating system, or a location clearing house as directed by CA 9-1-1 Branch.	Yes	
11.1.20	Shall support the NENA i3 standards and guarantees a non-proprietary solution that supports interoperability.	Yes	
11.1.11	Shall provide services to process location data integration similar to Advanced Mobile Location (AML) for emergency location-	Yes	

Req #	Requirement	Yes/No	Notes
	based service that can support Data SMS and HTTPS data message formats and shall integrate the data as supplemental location information integrated into CPE that is capable of displaying the best available geolocation of the caller to a dedicated endpoint as determined by CA 9-1-1 Branch.		
11.1.22	Shall define and maintain interface to PSAPs based on CA 9-1-1 Branch' direction. Interface shall be capable of interfacing with multiple NG9-1-1 Core Service Providers and shall support integration with all existing and future NENA i3 compliant CPE or call handling equipment regardless of model/manufacture and software / firmware version.	Yes	
11.1.23	Shall provide a network master clock that meets the NENA PSAP Master Clock Standard.	Yes	
11.1.24	Shall provide a connection using an NG9-1-1 Trunk to the CA 9-1-1 Branch NG 9-1-1 Lab and shall participate in all acceptance testing in the NG 9-1-1 Lab environment or in other mutually agreed upon laboratory locations.	Yes	
11.1.25	Shall develop and maintain trouble ticket e-bonding	Yes	
11.1.26	RESERVED		

11.2 NG CORE SERVICES

Req #	Requirement	Yes/No	Notes
11.2.1	Shall use a multi-layered redundancy of systems, software and facilities with no single point of failure.	Yes	
11.2.2	Shall provide ability to update all system components including but not limited to routers, router tables, servers, NG Core Services and all NG9-1-1 functions without any loss of service 24x7x365.	Yes	
11.2.3	Shall provide NENA i3 logging for all functional elements within the NGCS.	Yes	
11.2.4	Shall be responsible to log all 9-1-1 metadata traffic to include Text-to-9-1-1.	Yes	

Req #	Requirement	Yes/No	Notes
11.2.5	Shall utilize SIP metadata and i3 logging to monitor, track and verify data flow.	Yes	
11.2.6	Shall be able to provide a data push and/or pull of i3 logging data.	Yes	
11.2.7	Shall provide NG9-1-1 services built upon the NENA i3 requirements and standards documents. The NENA i3 solution shall support end to end IP connectivity. Gateways shall be used to accommodate legacy PSAPs that interconnect to the NENA i3 solution architecture.		LNG & LSRG (TDM Aggregation)
11.2.8	Shall provide Emergency Call Routing Function (ECRF) and Location Validation Functions (LVF) that comply with GIS standards that include but not be limited to NENA STA-010.2-2016 Detailed Functional and Interface Standards for the NENA i3 Solution.	Yes	
11.2.9	Shall provide Emergency Services Routing Proxy (ESRP) to perform the IP routing of all calls through the NG9-1-1 system based on information from the SIP header.	Yes	
11.2.10	Shall provide a PRF which is a functional component of an ESRP that determines the next hop in the SIP signaling path using the policy of the nominal next element determined by querying the ECRF with the location of the emergency calling party.	Yes	
11.2.11	Shall be capable of transferring calls utilizing functions like ECRF/PRF, to / from another NGCS or PSTN including the delivery of accurate emergency calling party location information.	Yes	
11.2.12	Shall utilize the Border Control Function (BCF) as part of the NGCS to manage network edge control and SIP message handling in accordance with the NENA i3 requirements.	Yes	
11.2.13	Shall utilize the BCF, both ingress and egress, to support the following security related techniques including Monitoring, Detections, Mitigation, and Response.	Yes	
11.2.14	Shall provide at least two (2) ECRF/LVF instances utilized for the NGCS.	Yes	

Req #	Requirement	Yes/No	Notes
11.2.15	Shall provide a dashboard to display and report the health of the network from ingress to egress. The solution shall provide QoS information, per NENA i3 standards.	Yes	
11.2.16	Shall integrate system monitoring from / provided by any other source as defined by the 9-1-1 Branch		Build language to speak to cost recovery.
11.2.17	Shall include at a minimum Real Time Network Outage Monitoring and Reporting to support failover interoperability and 9-1-1 traffic, show network uptime and downtime duration in the dashboard.	Yes	
11.2.18	Shall monitor all 9-1-1 traffic to ensure that SLAs are being met in the dashboard.	Yes	
11.2.19	Shall provide CA 9-1-1 Branch access to Dashboard Monitoring and statistical data and printable reports.	Yes	
11.2.20	Shall provide CA 9-1-1 Branch access to Dashboard Monitoring and statistical data and printable reports. The Dashboard Monitoring service shall be a dedicated resource for California to support this Contract.	Yes	
11.2.11	Shall provide ability to dispatch technical support to any location where the Contractor has equipment within 30 minutes of notifying technician of an outage that requires on-site technical support.	Yes	
11.2.22	Shall retain all network, CDR and 9-1-1 traffic metadata for a period of ten (10) years.	Yes	
11.2.23	Shall provide a point of contact, with a toll-free telephone number, 365/24/7 for CA 9-1-1 Branch personnel and PSAP personnel to report trouble on the NG9-1-1 Services.	Yes	
11.2.24	Shall maintain the LDB developed by Statewide GIS vendor (DDTI) to maintain the wireline and VoIP OSP data needed to route 9-1-1 traffic unless OSP's deliver location data with the call.	Yes	
11.2.25	RESERVED		
11.2.26	Shall provide a secure web portal that allows OSP's to validate and update LDB entries.	Yes	

11.3 AGGREGATION SERVICE

Req #	Requirement	Yes/No	Notes
11.3.1	Network Service Provider and any subcontractor providing aggregation services must have a CPCN and tariff filing.	Yes	
11.3.2	Shall provide an OSP traffic aggregation service capable of integrating all OSPs in the State of California.		TDM Aggregation
11.3.3	RESERVED		
11.3.4	Shall have a minimum of four (4) mutually agreed upon geographically diverse POIs.		
11.3.5	RESERVED		
11.3.6	RESERVED		
11.3.7	Shall provide outage notifications to CA 9-1-1 Branch.	Yes	
11.3.8	Shall provide outage notifications with duration to system monitoring dashboard.	Yes	
11.3.9	Shall provide interface needed to support Real Time Text aggregation directly from the wireless carriers.	Yes	
11.3.10	RESERVED		

11.4 NG 9-1-1 TRUNK SERVICES

Req #	Requirement	Yes/No	Notes
11.4.1	Shall comply with NENA i3 standards for 9-1-1 traffic delivery. NENA-STA-010.2-2016 and mutually agreed upon later versions	Yes	
11.4.2	NG9-1-1 Trunk service shall be designed with logical and physical diversity where available and must comply with NENA 75-001 Standard for Next Generation 9-1-1 Security. Shall notify CA 9-1-1 Branch of any locations without logical and physical diversity and obtain CA 9-1-1 Branch approval using the Project Milestone Report (PMR) of any NG9-1-1 Trunk Service without diversity	Yes	
11.4.3	NG9-1-1 Trunk service shall allow for 9-1-1 call isolation by stream or channel or via other means to enable the tracking of 9-1-1 traffic from ingress at the OSP to egress at the PSAP.	Yes	

Req #	Requirement	Yes/No	Notes
11.4.4	NG9-1-1 trunk service shall support a minimum of one NG 9-1-1 Trunk with 10Mbps throughput to each PSAP. In the event a 10 Mbps connection is not available, the state will work with the network service provider to determine the connection to the PSAP.	Yes	
11.4.5	Shall utilize NG9-1-1 Trunk service to connect to all PSAPs, to aggregation, and all other internal and external connections.	Yes	
11.4.6	Shall transport NG9-1-1 traffic and other 9-1-1 related traffic included but not limited to NG9-1-1 Alert and Warning, as directed by CA 9-1-1 Branch.	Yes	
11.4.7	Shall provide ability to monitor throughput statistics in real time.	Yes	
11.4.8	Shall provide outage notifications to CA 9-1-1 Branch.	Yes	
11.4.9	Shall provide outage notifications with duration to system monitoring dashboard.	Yes	
11.4.10	Shall provide path diversity with both physical and carrier diversity. The CA 9-1-1 Branch understands that all bandwidths for NG 9-1-1 trunks may not be supported at all PSAPs and will work with the network service provider to determine path diversity. For each of the PSAP locations the individual circuits being provisioned to the site shall meet CA 9-1-1 Branch carrier diversity/redundancy standards. CA 9-1-1 Branch shall be the sole arbitrator in determining their approval of the proposed circuit provider, the route and PSAP point of entry or other guidelines they deem essential to deliver redundancy.	Yes	
11.4.11	Shall provide a private hosted SDWAN Controller accessible over private network, including secure connectivity, trust and identity, and threat defense from PSAP to OSP / SaaS applications, to support interoperability.	Yes	
11.4.12	SD WAN shall include transport independence. Centrally managed and shared VPN schema across any WAN circuit (i.e. CAPSNET Microwave, LTE, MPLS, broadband, etc.) and shall support flexible VPN extension to all end points (IaaS, PSAP branch, PSAP DC)	Yes	
11.4.13	Shall provide a secure SD WAN architecture that supports open security standards such as IPsec etc.	Yes	

11.5 STATEWIDE GIS

Req #	Requirement	Yes/No	Notes
11.5.1	Shall transition and assimilate the GIS database from CA 9-1-1 Branch' GIS selected vendor, Digital Data Technologies Inc. (DDTI).		Align with SOW
11.5.2	Shall provide the tools and resources needed to manipulate, edit, process discrepancies, provide updates, provision to functional elements, provide data normalization of the GIS database. These tools can be used by local GIS authorities to update and maintain GIS data. The GIS tools shall support up to 500 login accounts.	Yes	
11.5.3	Shall utilize GIS database for routing all 9-1-1 traffic and shall be used to support ECRF.	Yes	
11.5.4	Shall comply with GIS standards to include, but not limited to, NENA NG9-1-1 GIS Data Model, NENA 02-010, and NENA 02-014 and all subsequent mutually agreed upon updates.	Yes	
11.5.5	Shall provide updates to the GIS database without disruption of ECRF LoST service. Updates shall be at least daily and shall be capable of receiving data updates 24x7x365 and provide confirmation receipt of data within 4 hours.	Yes	
11.5.6	Shall expedite GIS and ECRF updates upon notification by a 9-1-1 Authority for 9-1-1 call routing changes as needed to support state emergency management situations.	Yes	
11.5.7	The GIS tools shall have a process for ad hoc updates and dynamic boundary changes for 9-1-1 routing.	Yes	
11.5.8	The GIS tools shall provide a maintenance function to allow jurisdictions to upload the data that is consumed by the ECRF and LVF to ensure proper routing of calls.	Yes	
11.5.9	Shall provide statewide 9-1-1 GIS synchronization and 9-1-1 database normalization. The GIS synchronization process will rely on validation from the local GIS authority for all updates.	Yes	
11.5.10	Shall provide database management services needed for the entire database platform for NG9-1-1 traffic delivery.	Yes	

Req #	Requirement	Yes/No	Notes
11.5.11	Shall route any type of 9-1-1 traffic to the appropriate PSAP based on geospatial data.	Yes	
11.5.12	Shall allow local government geospatial programs to remain the authoritative source for accurate GIS data to be used for NG9-1-1	Yes	
11.5.13	Shall provide a secure web portal for local 9-1-1 entities to submit GIS updates and changes and to communicate discrepancy feedback.	Yes	
11.5.14	Shall provide OSP a secured web portal to view GIS entries.	Yes	
11.5.15	Shall provide on demand reports, performance measurements, discrepancy tracking, for GIS quality assurance and system status.	Yes	
11.5.16	Shall provide a dashboard or other tool to view system operation and data metrics.	Yes	
11.5.17	Shall ensure that the GIS tools provide the capability to manipulate the GIS based map display and utilize the GIS datasets in existence.	Yes	
11.5.18	Shall ensure that the GIS tools provide the capability to draw geometric shapes on the GIS based map display.	Yes	
11.5.19	Shall ensure that the GIS tools provide the capability to select data from the drawn geometric shapes on the GIS based map display.	Yes	
11.5.20	Shall ensure that the GIS tools provide the capability to search the NG9- 1-1 data by any selected geometric shape drawn on the GIS based map display.	Yes	
11.5.11	Shall ensure that the GIS tools provide the capability to search the NG9- 1-1 data repositories by any user generated geometric shape.	Yes	
11.5.22	Shall ensure that the GIS tools provide the capability to display query results on the GIS based map display.	Yes	
11.5.23	Shall ensure that the GIS tools display the emergency responder agency for a given location.	Yes	

Req #	Requirement	Yes/No	Notes
11.5.24	Shall ensure that the GIS tools provide the capability of displaying any information in the databases associated with any locations on the GIS based map display, where such information is not restricted by security or policy.	Yes	
11.5.25	Shall ensure that the GIS tools provide capability to display a Caller Location on a GIS map display.	Yes	
11.5.26	Shall provide outage notifications to CA 9-1-1 Branch.	Yes	
11.5.27	Shall provide outage notifications with duration to system monitoring dashboard.	Yes	
11.5.28	Shall provide an interface and file format for local GIS authorities for GIS updates that is compatible with ESRI or other GIS standard formats as mutually defined by Cal OES and Network Service Provider.	Yes	
11.5.29	GIS tools shall support logins that define role-based logins including but not limited to, Administrator or User.	Yes	
11.5.30	Contractor shall provide a Location Database (LDB) to be made be available to Originating Service Providers (OSPs) or other authorized users so they can verify that civic addresses will return PSAP or emergency responder Uniform Resource Identifier (URI)s or be edited and updated based on input from the OSPs.	Yes	
11.5.31	Shall provide all PSAPs the functionality to support database location queries that integrate to CPE.	Yes	

11.6 TEXT TO 9-1-1 SERVICES

Req #	Requirement	Yes/No	Notes
11.6.1	The general Text to 9-1-1 requirements are applicable to all deployment methods and the service shall aggregate all incoming Text-to-9-1-1 and deliver to all statewide PSAPs.	Yes	
11.6.2	Shall manage the Statewide Text-to-911 services in accordance with all technical requirements in Attachment 11.	Yes	
11.6.3	Shall provide statewide Real Time Text (RTT) for Network-to-Network Interface (NNI) capable wireless OSPs via a POI and NG 9-1-1 trunk that aligns with federal implementation guidelines	Yes	

Req #	Requirement	Yes/No	Notes
	and mutual agreed timeline with CA 9-1-1 Branch and Network Service Provider.		
11.6.4	Shall aggregate incoming Short Message Service (SMS) text messages from the public through one interface, to include other TCCs, any direct wireless carriers/Over the Top (OTT) providers, and all other modalities for routing to the appropriate PSAP.		
11.6.5	The service shall provide software, equipment and/or services that meet National Emergency Number Association (NENA) Next Generation 9-1-1 (NG9-1-1) mutually agreed upon requirements and standards now available, and as they become available in the future within 12 months of publication. Contractor shall provide an annual compliance report stating how they meet all applicable standards.	Yes	
11.6.6	The service shall comply with the Alliance for Telecommunications Industry Solutions (ATIS) / Telecommunication Industry Association (TIA) J-STD- 110, Joint ATIS/TIA Native SMS to 9-1-1 mutually agreed upon Requirements & Architecture Specification A J-STD-110 Standard that are now available, and as they become available in the future within 12 months of publication. Contractor shall provide an annual compliance report stating how they meet all applicable standards.	Yes	
11.6.7	The service shall be compatible with all Text to 9-1-1 deployment methods to the PSAPs. This includes secure Web-based, i3 Integrated via VPN, and State Managed ESINet.	Yes	
11.6.8	The service shall allow for text overflow to be turned on or off by the PSAP.	Yes	
11.6.9	The service shall re-route text sessions to another designated deployed PSAP, if the original PSAP is being abandoned due to an emergency. The step-by-step instructions on activating an emergency re-route shall be provided to the PSAP and accessible through an Admin Text Portal or Help Desk Request.	Yes	
11.6.10	The service shall allow each PSAP to set the number of concurrent text sessions delivered to the PSAP (whether initial or transferred), during the initial provisioning for deployment.	Yes	

Req #	Requirement	Yes/No	Notes
11.6.11	The service shall provide the Texter's location to the Telecommunication's display. Depending on the Text deployment method, the Telecommunicator shall be able to refresh and update the Text Caller's location a minimum of 10 times.	Yes	
11.6.12	The service shall utilize all available Geographic Information System (GIS) PSAP jurisdictional shape file data within 10 business days of receipt and integrate any GIS based updates for accurate routing of the Text to 9-1-1 sessions.	Yes	
11.6.13	The service shall allow text messages to be transferred between any CA 9-1-1 Branch deployed PSAPs at will, no matter what text deployment method, with the awarded provider.	Yes	
11.6.14	The service shall allow the Telecommunicator to select the transfer-to PSAP without the TCC changing the desired selection. The TCC shall not re-acquire the location and base the transfer on potential new coarse location.	Yes	
11.6.15	The service shall provide text transfers to all PSAPs live with Text to 9-1-1 within California and allow for a text session to be transferred a minimum of 5 times. The service shall provide auto-population of the text being transferred with a text supplement message stating ' PSAP A transferring a text session call to PSAP B'. The service shall provide confirmation of successful text transfer to the initiating PSAP and shall be captured in the text session history.	Yes	
11.6.16	The service shall provide for the original PSAP to retain control of the text session if the transfer is unsuccessful. A notice of "FAILED TRANSFER" notification including the PSAP name and shall be included within the Texter's session history.	Yes	
11.6.17	The service shall provide updated location information of the texter to the transferred-to PSAP, upon request from the Telecommunicator, if available from the Wireless Carrier.	Yes	
11.6.18	The service shall allow the Telecommunicator to hand over control of the texting conversation to another Telecommunicator in the same PSAP. This is applicable to the Web Based service only.	Yes	

Req #	Requirement	Yes/No	Notes
11.6.19	The Contractor shall send an "end of Text session" message to the texter when the Telecommunicator closes the text session, such as depressing the end text session button at the PSAP.	Yes	
11.6.20	Training to the PSAP Telecommunicator shall include all features on how to transfer a text session, including how to retrieve text session if it cannot be transferred and obtain updated location information.	Yes	
11.6.21	The service shall be functional on all CA 9-1-1 Branch PSAP CPE: Standalone or Host-Remote configurations, which permit the use for the deployment method chosen by the PSAP.	Yes	
11.6.22	Contractor is required to provide all staff required to implement all services within the Text to 9-1-1 contract including a single point of contact and technician.	Yes	
11.6.23	The service shall interface all text session detail records to the incumbent CA 9-1-1 Call Detail Record Management & Reports system (CDRMR), which is available to all PSAPs. The service shall coordinate, and burden all associated costs to connect and provide all the Call Detail Record/Text detail/transcripts Records via the Text Control Module and send all the text detail/transcript information. Irrespective of whether the text session is closed, or still open, every 15 minutes or less, the data shall be made available to the CDRMR system in XML format.	Yes	
11.6.24	All Contractor facilities that will perform services as part of this Contract shall be housed in the United States.	Yes	
11.6.25	For the on-site deployment, the Contractor shall provide a Single Point of Contact and technical expertise to work directly with the PSAP's IT department so that the network, firewall, and connection is established as needed. The connection to the PSAP shall be provided using a NG9-1-1 Trunk, but coordination with the PSAP's IT department is required.	Yes	
11.6.26	The web text service shall provide the Telecommunicator with a Graphical User Interface (GUI) within the web browser.	Yes	
11.6.27	The web text service shall present the Telecommunicator, at a minimum, with the status of the following categories as described below #1-4.	Yes	

Req #	Requirement	Yes/No	Notes
11.6.28	1) Number of Active Text to 9-1-1 sessions at the PSAP in total	Yes	
11.6.29	2) Number of Text to 9-1-1 sessions unassigned to a Telecommunicator	Yes	
11.6.30	3) Number of Telecommunicator logged on	Yes	
11.6.31	4) Number of Text to 9-1-1 sessions assigned to each Telecommunicator logged on.	Yes	
11.6.32	For Web-based text solutions, an administrative portal shall be accessible 24x7x365 to PSAP administrators to for all of the following (at a minimum) as described below #1-9.		
11.6.33	1) activate text re-route to another PSAP,	Yes	
11.6.34	2) add or delete number from deny list,	Yes	
11.6.35	3) overflow functionality,	Yes	
11.6.36	4) time of day routing,	Yes	
11.6.37	5) view text session conversation history,	Yes	
11.6.38	6) manage users (add or delete),	Yes	
11.6.39	7) reset passwords,	Yes	
11.6.40	8) manage preset messages,	Yes	
11.6.41	9) manage PSAP transfer list (add or delete PSAPs).	Yes	
11.6.42	The web text service shall provide a URL to enter a username and password for secure access. The service shall provide the PSAP the ability to define unique User IDs and passwords for each Telecommunicator. This shall not require a security device (FOB) to access the web browser. Nor an email address for login. Upon login, the service shall send notification via the CDRMR system for PSAP login status.	Yes	
11.6.43	The web text service shall provide a logout method. Upon logout, the service shall send notification via the CDRMR system for PSAP login status. If the web browser is closed by the Telecommunicator, the service shall automatically log the dispatcher out. If a PSAP has no Telecommunicator's logged in,	Yes	

Req #	Requirement	Yes/No	Notes
	the service shall log the date and time and provide in a monthly report.		
11.6.44	The web text service shall provide a flat map with a user optional on/off aerial satellite display if available at the PSAP. The map shall show the lat/lon of the texter by a pin icon provided by the originating service provider along with the uncertainty (meters) and confidence (%) if delivered with text by OSP/TCC.	Yes	
11.6.45	The service shall provide the PSAP Administrator the ability to define a minimum of 20 sortable PSAP messages based upon the PSAPs prioritization and the ability to define what each preset message says with a minimum of 160 characters.	Yes	
11.6.46	The Web Based text service shall provide the Telecommunicator, on their text screen, with an alphabetized drop-down menu of PSAPs, to which the text session can be transferred.	Yes	
11.6.47	The transferred text conversation from the original PSAP shall be color coded or 'marked' when received at the next PSAP allowing the Telecommunicator to differentiate with communications were conducted by their PSAP and which were conducted by another PSAP. The transferred text session to next PSAP, shall contain the complete history of initial text session history, and the name of the sending PSAP.	Yes	
11.6.48	The Web Based Text to 9-1-1 shall provide the Telecommunicator, at a minimum, the last 10 text sessions, for the entire PSAP.	Yes	
11.6.49	The Web Based Text to 9-1-1 service shall provide the PSAP with a choice of at least three unique notification tones, which are PSAP selectable along with the associated volume. The service shall provide every initial incoming text message a distinctive audio tone, even if subsequent texts arrive at a Telecommunicator with a text session already open. The audio tone is mandatory on the first text. The distinctive audio tone shall repeat every 30 seconds, until the initial text session is answered.	Yes	
11.6.50	The Web Based Text to 9-1-1 service shall be available on the following internet platforms: Currently supported versions of Internet Explorer, Google Chrome and Firefox. If a security	Yes	

Req #	Requirement	Yes/No	Notes
	concern is identified, PSAP and CA 911 Branch shall be notified in writing.		
11.6.51	The Contractor for the integrated service shall have personnel available to work directly with the CPE provider so that the network, firewall, and connection is established.	Yes	
11.6.52	The integrated text service shall interface, using NENA i3 with the text ready CPE Providers, as listed on the CA 9-1-1 Contract number 8500-2016 at www.caloes.ca.gov . The service shall allow the text messages to display at every Telecommunicator workstation as described below #1-4.	Yes	
11.6.53	1) The integrated text service shall interface to the future State managed ESINets.	Yes	
11.6.54	2) Initial tests between the Contractor and the ESINet shall be accommodated to ensure connectivity.	Yes	
11.6.55	3) If the ESINet is available and the PSAP's CPE is text ready, the service shall deliver to the ESINet entry point.	Yes	
11.6.56	4) The ESINet connection for each PSAP does not depend on the number of Telecommunicator positions.	Yes	
11.6.57	The integrated text service shall provide a secure firewall to interface to an IP secure connection at the PSAP.	Yes	
11.6.59	An administrative portal shall be accessible 24x7x365 to PSAP administrators to for all of the following (at a minimum) as described below #1-5.	Yes	
11.6.60	1) activate text re-route to another PSAP,	Yes	
11.6.61	2) add or delete number from deny list,	Yes	
11.6.62	3) overflow functionality,	Yes	
11.6.63	4) time of day routing,	Yes	
11.6.64	5) view text session conversation history.	Yes	
11.6.65	Integrated - ACD Functionality, the service for an Integrated deployment shall arrive on a specific path uniquely identified.		

Req #	Requirement	Yes/No	Notes
11.6.66	The Contractor shall have personnel that will be responsible to coordinate all efforts with the CPE provider for PSAP deployments including but not limited to establishing the connection and handoff between the integrated text service and the CPE provider.		
11.6.67	The Single Point of Contact may have additional duties not defined but will be required as mutually agreed upon by Contractor and CA 9-1-1 Branch		
11.6.68	The service shall provide transaction of text messages, in the form of the complete text session transcript and store text sessions for a minimum of 2 years and have a method for the PSAP to retrieve and archive session transcripts via the PSAP Admin Portal and have the appropriate security consideration measures in place to protect the confidentiality and accidental release of the information contained in the text messages. The reporting information shall be formatted to the specification of the reporting tool used by CA 9-1-1 Branch.		
11.6.69	Shall transition all PSAPs in California currently accepting Text to 9-1-1 within 12 months of Contract award and accepted Project Deployment Plan.		
11.6.70	The service shall re-route text sessions to another PSAP if there is a service failure and if the receiving PSAP approves to receive the additional text sessions at that time.		
11.6.71	The web browser service and integrated solution shall be provided as an application for use at the PSAP via a NG9-1-1 Trunk.		

11.7 ALERT AND WARNING

Req #	Requirement	Yes/No	Notes
11.7.1	The NG9-1-1 Alert and Warning System (NG9-1-1 AWS) shall publish public safety emergency alerts to the targeted geographic area using a 9-1-1 data, self-registration data, and local uploaded contact data.	Yes	
11.7.2	Describe the process that uses a non-proprietary NENA i3 compliant solution to route any 9-1-1 traffic within California when the Regional NG Core Services are not available, or RNSP	Yes	

Req #	Requirement	Yes/No	Notes
	cannot reach the PSAP, or when a call needs to be transferred to a PSAP not in the Region.		
11.7.3	The NG9-1-1 AWS shall include public safety personnel notifications based on local pre-determined protocol.	Yes	
11.7.4	NG9-1-1 AWS shall include capability to interface with and send emergency alerts and warnings through the Federal Emergency Management Agency (FEMA) Integrated Public Alert and Warning System (IPAWS) in accordance with the Integrated Public Alert and Warning System (IPAWS) Open Platform for Emergency Networks (OPEN) IPAWS-OPEN Web-Service Interface Design Guidance document available from FEMA by request sent to IPAWS@fema.dhs.gov.	Yes	
11.7.5	The NG9-1-1 AWS shall distribute recorded voice, text-to-voice, text message, email and fax notifications to an area identified by a GIS polygon or predefined GIS tool.	Yes	
11.7.6	The NG9-1-1 AWS shall include self-registration portal shall allow users to create secure login credentials and have 24/7 access to update, edit and/or delete contact information for any device capable of receiving alerts and warnings	Yes	
11.7.7	The NG9-1-1 AWS portal shall allow users to select five (5) separate valid address locations, within California, to be registered to receive emergency alert notifications.	Yes	
11.7.8	The NG9-1-1 AWS shall ingest local, regional and/or state customized shapefiles that conform to statewide GIS dataset used for NG9-1-1. Customized shapefiles loaded in to the system shall be available to use on the map to select contact data to publish an emergency alert.	Yes	
11.7.9	The NG9-1-1 AWS shall provide an import function to support importing local, county, regional and/or state customized data in a .csv format from existing alert and warning software and tools used by local, region, county or state agencies.	Yes	
11.7.10	The NG9-1-1 AWS shall include an On-line training portal and all training materials shall be maintained on-line.	Yes	

Req #	Requirement	Yes/No	Notes
11.7.11	The NG9-1-1 AWS shall provide a web based application for Alert and Warnings that provides jurisdiction initiated alerts and is fully integrated with the NG9-1-1 core services, CPE, and CAD.	Yes	
11.7.12	The NG9-1-1 AWS shall provide user login credentials for all local, regional or state users within California using a hierarchical structure for credential management. The credential management system shall be aligned with CA 9-1-1 Branch Statewide Emergency Management System Guidelines and must be aligned with statewide GIS dataset polygons.	Yes	
11.7.13	The NG9-1-1 AWS shall be integrated with the statewide GIS dataset used for 9-1-1 call routing with the ability to draw an alert and warning polygon within a jurisdictional boundary	Yes	
11.7.14	The NG9-1-1 AWS shall save notification details for reuse in the future or to preplan for alert and warning scenarios.	Yes	
11.7.15	The NG9-1-1 AWS interface shall include the ability to submit corrections to errors found in the address / phone records.	Yes	
11.7.16	The NG9-1-1 AWS Shall include a self-registration portal for users to register VOIP, wireless, landline and other devices capable of receiving alerts and warnings via a web-based portal.	Yes	
11.7.17	the NG9-1-1 AWS shall publish notifications using voice, data, to include email, SMS and/or MMS message alerts.	Yes	
11.7.18	The NG9-1-1 AWS shall visually display and record the count of phone numbers for the associated polygon	Yes	
11.7.19	The NG9-1-1 AWS shall exclude either a Do Not Call group, or any other predefined list including a list already used.	Yes	
11.7.20	The NG9-1-1 AWS provide the ability to set unique ANI (Caller ID number) on the fly, per message	Yes	
11.7.21	The NG9-1-1 AWS shall provide the ability to display proper Caller-ID for those receiving the alert and warning based on a user-definable phone number.	Yes	
11.7.22	The NG9-1-1 AWS shall upload .wav or other files of prerecorded messages	Yes	
11.7.23	The NG9-1-1 AWS shall provide validation of successful method/connection was completed that includes timestamp	Yes	

Req #	Requirement	Yes/No	Notes
	and validation that attempts were not made after successful delivery		
11.7.24	The NG9-1-1 AWS shall include ability to build complex contact groups	Yes	
11.7.25	The NG9-1-1 AWS shall include ability to route messages through a call routing tree.	Yes	
11.7.26	The NG9-1-1 AWS shall include detailed reports for all published notifications.	Yes	
11.7.27	The NG9-1-1 AWS shall publish pre-defined notifications with response capabilities for the recipient.	Yes	
11.7.28	the NG9-1-1 AWS shall include detailed Reporting analytics that can be used to validate sending and receiving of alert and warnings, success rate of delivery and results.	Yes	
11.7.29	The NG9-1-1 AWS shall provide credentialing system that will validate User/role-based securities/permissions e.g.: ability to restrict users to only maintenance or allow calling campaigns as validated by CA 9-1-1 Branch.	Yes	
11.7.30	The NG9-1-1 AWS shall include 24/7 support, and all trouble tickets shall be processed through the Contractor's ticket system.	Yes	
11.7.31	The NG9-1-1 AWS shall include training for all users in the Train-the-Trainer format. Training shall include requirements for each identified user role in the system.	Yes	
11.7.32	The NG9-1-1 AWS shall provide capability to send up to 250,000 alerts and warnings per minute. The capability shall facilitate limitations in the carrier's ability to send alerts and warnings.	Yes	
11.7.33	The NG9-1-1 AWS shall interface with California Earthquake Early Warning system and provide ability to send out the notification	Yes	
11.7.33	The NG9-1-1 AWS shall provide capability to support an API that can be used by both 9-1-1 call handling and / or Computer Aided Dispatch and / or an additional platform to display the polygon for the alert and upon the dispatcher clicking on the polygon will display key information related to the alert.	Yes	

Req #	Requirement	Yes/No	Notes
11.7.34	The NG9-1-1 AWS shall provide capability for CA 9-1-1 Branch to monitor all existing and previous alerts and warnings sent through the NG9-1-1 AWS.	Yes	
11.7.35	Shall provide outage notifications with duration to system monitoring dashboard.	Yes	

EXHIBIT B, COST WORKBOOK

The cost summary is as follows:

CA NG911 - Cost Summary

CA NG 911 Cost Summary Table		Total NRC Costs	Total MRC 30 Month Committed Term Costs	MRC 12 month Option 1 Cost	MRC 12 month Option 2 Cost	MRC 6 month Option 3 Cost	Total MRC 5 Years
	Total Evaluated Non-Recurring Costs (NRC) - NG9-1-1 Trunks	\$ -					
	Total Evaluated Cost (MRC) - NG9-1-1 Trunks		\$ 67,177,553	\$ 26,882,835	\$ 26,886,643	\$ 13,444,089	\$ 134,391,120
	Total Evaluated Non-Recurring Costs (NRC) - Aggregation	\$ 4,545,000					
	Total Evaluated Cost (MRC) - Aggregation		\$ 6,394,072	\$ 2,596,343	\$ 2,608,811	\$ 1,306,910	\$ 12,906,135
	Total Evaluated Non-Recurring Costs (NRC) - NG Specific	\$ 16,501,000					
	Total Evaluated Cost (MRC) - NG Specific		\$ 78,992,281	\$ 33,736,378	\$ 33,931,486	\$ 17,004,939	\$ 163,665,083
	Total Evaluated Non-Recurring Costs (NRC) - Text	\$ -					
	Total Evaluated Cost (MRC) - Text		\$ 6,706,510	\$ 2,735,648	\$ 2,752,741	\$ 1,379,806	\$ 13,574,705
	Total Evaluated Non-Recurring Costs (NRC) - Call Handling/Peripheral Support	\$ -					
	Total Evaluated Cost (MRC) - Call Handling/Peripheral Support		\$ 327,738	\$ 133,688	\$ 134,523	\$ 67,429	\$ 663,378
	Total Evaluated Non-Recurring Costs (NRC) - Alert and Warning	\$ -					
	Total Evaluated Cost (MRC) - Alert and Warning		\$ 12,897,103	\$ 5,260,861	\$ 5,293,717	\$ 2,653,459	\$ 26,105,139
	Total Evaluated 1st year Labor Rate						\$ -
	NRC Total	\$ 21,046,000					
	MRC Total		\$ 172,495,257	\$ 71,345,751	\$ 71,607,920	\$ 35,856,632	\$ 351,305,561

GRAND TOTAL (NRC + MRC) USED FOR EVALUATION - INCLUDES RAMP AND COLA		\$ 193,541,257	\$ 71,345,751	\$ 71,607,920	\$ 35,856,632	\$ 372,351,561
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CA NG 9-1-1 Trunk Costs - All implementation/on going maintenance is all inclusive of costs

Line Item #	Feature Name	Feature Description	Quantity	Unit of Measure	Monthly Recurring Charge	Non-Recurring (One Time Charge)	Total Extended Annual Cost (D*Fx12mo)	Total Extended NRC Costs
B.2.1	NG 9-1-1 One-time Circuit Install & Test	Service testing	1	Per Connection	\$ -	\$ 150.00	\$ -	\$ 150.00
B.2.2	NG 9-1-1 Alternate Technology to Support Diverse Path	NG 9-1-1 Diverse Path	1	Per Connection	\$ 100.00	\$ -	\$ 1,200.00	
B.2.3	NG 9-1-1 Monthly Circuit Cost (10 Mbps)	NG 9-1-1 Trunk - 10 Mbps	1	Per Connection	\$ 1,100.00	\$ -	\$ 13,200.00	-
B.2.4	NG 9-1-1 Monthly Circuit Cost (100 Mbps)	NG 9-1-1 Trunk - 100 Mbps	1	Per Connection	\$ 2,400.00	\$ -	\$ 28,800.00	-
B.2.5	NG 9-1-1 Monthly Circuit Cost (1000 Mbps)	NG 9-1-1 Trunk - 1000 Mbps	1	Per Connection	\$ 4,500.00	\$ -	\$ 54,000.00	-
B.2.6	NG 9-1-1 Trunk SD WAN service - NRC is Non-Tariff Item	SD WAN Service	1	Statewide	\$ 150,000.00	\$ -	\$ 1,800,000.00	\$ -
B.2.7	NG 9-1-1 Trunk Data Center Cross Connects	Non-Bidder owned Data Center cross connections	1	Per Connection	\$ 423.00	\$ 200.00	\$ 5,076.00	\$ 200.00
B.2.8	Tertiary Connection 10 Mbps	Dejero	1	Per Connection	\$ 1,100.00		\$ 13,200.00	
B.2.9	Tertiary Connection 100 Mbps	Dejero	1	Per Connection	\$ 2,400.00		\$ 28,800.00	
	MRC Annual 12 month Total						\$ 1,944,276.00	
	NRC Total							\$ 350.00

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

A	B	C	D	E	F	G	H	I
Line Item #	Feature Name	Feature Description	Quantity	Unit of Measure	Monthly Recurring Charge	Non-Recurring (One Time Charge)	Total Extended Annual Cost (D*Fx12mo)	Total Extended NRC Costs
B.3.1	NRC Project Initiation and Design - NRC is Non-Tariff item	Aggregation Service Initialization	1	Per Region	\$ -	\$ 500,000.00	\$ -	\$ 500,000.00
B.3.2	OSP Integration MRC and NRC	Upon successful OSP integration into Aggregation	1	Per OSP	\$ 3,000.00	\$ 50,000.00	\$ 36,000.00	\$ 50,000.00
B.3.3	Prime Aggregation	Recurring cost for Statewide Aggregation Service for Prime	1	Statewide	\$ 60,000.00		\$ 720,000.00	\$ -
B.3.4	Point of Interconnection	Interconnection between disparate technologies such as originating carrier network and NG9-1-1 network	1	Per Poi	\$ 7,025.00	\$ 500.00	\$ 84,300.00	\$ 500.00
B.3.5	Phase 1 Migration - 23 PSAPs NRC Only. MRC is 22.4.20.		1	Per Project	\$ -	\$ 345,000.00	\$ -	\$ 345,000.00
B.3.6	Phase 2 Integrated - LA Olympics		1	Per Project	\$ -	\$ 4,200,000.00		\$ 4,200,000.00
B.3.7	LSR Connectivity	See footnote below.	1	Cost Plus	\$ 50,000.00			
	MRC Annual 12 month Total						\$ 840,300.00	
	NRC Total							\$ 5,095,500.00

The charges for B.3.7 will be determined using the methodology described in Section 34.8 "Budget Detail and Payment Provisions".

Line Items B.3.3 - Unit Pricing provided is the total monthly once fully integrated (Monthly Charges on tab "Phase Monthly Price" aligns to the anticipated ramp)

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

Line Item #	Feature Name	Feature Description	Quantity	Unit of Measure	Monthly Recurring Charge	Non-Recurring (One Time Charge)	Total Extended Annual Cost (D*Fx12mo)	Total Extended NRC Costs
B.4.1	NGCS per NENA i3 requirements and standards - NRC is Non-Tariff item	NGCS to include all functional elements	1	Statewide	\$ 1,062,000.00		\$ 12,744,000.00	\$ -
B.4.2	LPG - Legacy PSAP Gateway	Interface service to the PSAP	1	Per Gateway	\$ 150.00		\$ 1,800.00	\$ -
B.4.3	Interoperability Connection and Integration (ESInet to ESInet) - NRC is Non-Tariff item	ESInet to ESInet connection	1	Per ESInet (Project)			\$ -	
B.4.4	PSAP Integration Deployment	Implementation Services at each PSAP	1	Per PSAP		\$ 6,000.00	\$ -	\$ 6,000.00
B.4.5	System Monitoring and Dashboard Interface	Statewide System monitoring	1	Statewide	\$ 116,500.00		\$ 1,398,000.00	
B.4.6	Outage Reporting	Automated system for outage reporting	1	Statewide	\$ 18,200.00		\$ 218,400.00	
B.4.7	NRC Project Initiation and Design - Non-Tariff item	Project Initialization for NGCS	1	Statewide		\$ 250,000.00	\$ -	\$ 250,000.00
B.4.8	NRC New Technology Statewide Integration	Technologies beyond standard updates	1	Statewide		\$ 100,000.00	\$ -	\$ 100,000.00
B.4.9	NRC New Technology PSAP Integration	Integration service at PSAP	1	Per PSAP		\$ 6,000.00	\$ -	\$ 6,000.00
B.4.10	Statewide 911 GIS	Manage GIS Updates	1	Per Boundary	\$ 100.00	\$ 1,000.00	\$ 1,200.00	\$ 1,000.00
B.4.11	Call Data Record Management System / 9-1-1 Traffic Logging	Meta data and i3 logging	1	Per PSAP	\$ 134.00	\$ 200.00	\$ 1,608.00	\$ 200.00
B.4.12	GIS Regional synchronization- NRC will be a non-tariff item	Synch GIS with each Region	1	Per Region	\$ 2,000.00	\$ 20,000.00	\$ 24,000.00	\$ 20,000.00
B.4.13	GIS Update Service	Automated editing service	1	Per Month	\$ 100,500.00		\$ 1,206,000.00	\$ -
B.4.14	LDB Editing Service	Editing Service	1	Per Month	\$ 85,000.00		\$ 1,020,000.00	\$ -
B.4.15	LVF Synchronization - NRC will be a non-tariff item	Synch LVF with each Region	1	Per Region	\$ 4,000.00		\$ 48,000.00	\$ -
B.4.16	PSAP NG Services (NRC is Rack Installation)	PSAP NG 1st Call Support (Live PSAPs)	1	Per PSAP	\$ 6,000.00	\$ 68,500.00	\$ 72,000.00	\$ 68,500.00
B.4.17	Region Support		1	Per Region	\$ 358,334.00		\$ 4,300,008.00	
	MRC Annual 12 month Total						\$ 21,035,016.00	
	NRC Total							\$ 451,700.00

Line Item B.4.21 will be \$207,834 for any Option Period.

Line Items B.4.1 & B.4.11 - Unit Pricing provided is the total monthly once fully integrated (Monthly Charges on tab "Phase Monthly Price" aligns to the anticipated ramp)

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

Line Item #	Feature Name	Feature Description	Quantity	Unit of Measure	Monthly Recurring Charge	Non-Recurring (One Time Charge)	Total Extended Annual Cost (D*Fx12mo)	Total Extended NRC Costs
B.5.1	Statewide Text Aggregator - NRC is Non-Tariff item	Serve as the terminating TCC for CA	1	Statewide	\$ 40,000.00	\$ 500,000.00	\$ 480,000.00	\$ 500,000.00
B.5.2	NG Text to 9-1-1 - Web Based OTT	Web solution at each PSAP	1	Per PSAP	\$ 355.00	\$ 500.00	\$ 4,260.00	\$ 500.00
B.5.3	NG Text to 9-1-1 - Integrated	Integrated solution at each PSAP	1	Per PSAP	\$ 500.00	\$ 1,000.00	\$ 6,000.00	\$ 1,000.00
B.5.4	RTT service - NRC is Non-Tariff item	Statewide RTT solution	1	Statewide	\$ 10,000.00	\$ 125,000.00	\$ 120,000.00	\$ 125,000.00
	MRC Annual 12 month Total						\$ 610,260.00	
	NRC Total							\$ 626,500.00

Line Item #	Feature Name	Feature Description	Quantity	Unit of Measure	Monthly Recurring Charge	Non-Recurring (One Time Charge)	Total Extended Annual Cost (D*Fx12mo)	Total Extended NRC Costs
B.6.1	NG 9-1-1 CHE Certification Test Management	Cloud/DataCenter Call Handling I3 ESInet/NGCS connection certification	1	Per Call Handling Solution		\$ 50,000.00	\$ -	\$ 50,000.00
B.6.2	New CPE cutover support (at PSAP)	On site support for CPE change outs, including Text to 9-1-1 integration	1	Per PSAP	\$ 200.00	\$ 20,000.00	\$ 2,400.00	\$ 20,000.00
B.6.3	NG9-1-1 PSTN Lab Test Calling Capabilities	NG9-1-1 Lab testing DID's	1	Statewide	\$ 10,800.00	\$ 29,225.00	\$ 129,600.00	\$ 29,225.00
	MRC Annual 12 month Total						\$ 132,000.00	
	NRC Total							\$ 99,225.00

Line Item #	Feature Name	Feature Description	Quantity	Unit of Measure	Monthly Recurring Charge	Non-Recurring (One Time Charge)	Total Extended Annual Cost (D *Fx12mo)	Total Extended NRC Costs
B.9.1	NG 9-1-1 Statewide Alert and Warning- NRC will be a non-tariff item	Statewide Emergency Notification System	1	Statewide	\$ 425,000.00	\$ 300,000.00	\$ 5,100,000.00	\$ 300,000.00
	MRC Annual 12 month Total						\$ 5,100,000.00	
	NRC Total							\$ 300,000.00

Line Item #	Feature Name	Feature Description	Quantity	Unit of Measure	Monthly Recurring Charge	Non-Recurring (One Time Charge)	Total Extended Annual Cost (D*Fx12mo)	Total Extended NRC Costs
B.10.1	NRC New Technology PSAP Integration (est. 50hrs per each 440 PSAPs)	Per the Requirements in Exhibit 21	1	Per Hour	-	\$ 175.00	\$ -	\$ 175.00
B.10.2	NG9-1-1 Training	Per SOW Requirements	1	Per Hour		\$ 175.00	\$ -	\$ 175.00
	MRC Annual 12 month Total						\$ -	
	NRC Total							\$ 350.00

[illegible]

		Year					Total Price												
		Year 1	Year 2	Year 3	Year 4	Year 5	COMMITTED TERM			Option 1			Option 2			Option 3			
							Months 1-12	Months 13-24	Months 25-36	Months 37-48	Months 49-60	Months 61-72	Months 73-84	Months 85-96	Months 97-108	Months 109-120	Months 121-132	Months 133-144	
8.2.1	NG 9-1-1 One-time Circuit Install & Test	\$	-	\$	-	\$	-	-	-	-	-	-	-	-	-	-	-	-	
8.2.2	NGS 9-1-1 Alternate Technology to Support Diverse Path	\$	100.00	\$	101.50	\$	102.77	\$	103.34	\$	104.26	\$	105.00	\$	105.69	\$	106.32	\$	106.90
8.2.3	NGS 9-1-1 Monthly Circuit Cost (10 Mbps)	\$	1,100.00	\$	1,100.00	\$	1,100.00	\$	1,100.00	\$	1,100.00	\$	1,100.00	\$	1,100.00	\$	1,100.00	\$	1,100.00
8.2.4	NG 9-1-1 Monthly Circuit Cost (100 Mbps) - Existing	\$	2,400.00	\$	2,400.00	\$	2,400.00	\$	2,400.00	\$	2,400.00	\$	2,400.00	\$	2,400.00	\$	2,400.00	\$	2,400.00
8.2.5	NG 9-1-1 Monthly Circuit Cost (1000 Mbps) - Existing	\$	4,500.00	\$	4,500.00	\$	4,500.00	\$	4,500.00	\$	4,500.00	\$	4,500.00	\$	4,500.00	\$	4,500.00	\$	4,500.00
8.2.6	NG 9-1-1 Trunk 9-1-1 WAN Service	\$	150,000.00	\$	150,000.00	\$	150,000.00	\$	150,000.00	\$	150,000.00	\$	150,000.00	\$	150,000.00	\$	150,000.00	\$	150,000.00
8.2.7	NG 9-1-1 Trunk Data Center Cross Connects	\$	420.00	\$	420.00	\$	420.00	\$	420.00	\$	420.00	\$	420.00	\$	420.00	\$	420.00	\$	420.00
8.2.8	Tertiary Connection 10 Mbps	\$	1,100.00	\$	1,100.00	\$	1,100.00	\$	1,100.00	\$	1,100.00	\$	1,100.00	\$	1,100.00	\$	1,100.00	\$	1,100.00
8.2.9	Tertiary Connection 100 Mbps	\$	2,400.00	\$	2,400.00	\$	2,400.00	\$	2,400.00	\$	2,400.00	\$	2,400.00	\$	2,400.00	\$	2,400.00	\$	2,400.00
8.3.1	NRC Project Initiation and Design - NRC is Non-Tariff Item	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
8.3.2	OSP Integration NRC	\$	3,000.00	\$	3,045.00	\$	3,085.00	\$	3,126.18	\$	3,171.71	\$	3,214.64	\$	3,263.98	\$	3,319.74	\$	3,381.94
8.3.3	Prime Aggregation with PNPSP - Existing	\$	60,000.00	\$	60,900.00	\$	61,681.25	\$	62,721.71	\$	63,921.71	\$	65,286.25	\$	66,826.25	\$	68,561.25	\$	70,496.25
8.3.4	Point of Interconnection	\$	7,000.00	\$	7,130.50	\$	7,270.81	\$	7,421.58	\$	7,583.40	\$	7,756.80	\$	7,942.40	\$	8,140.80	\$	8,352.60
8.3.5	Phase 1 Migration - 20 PSAPs NRC Only	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
8.3.6	Phase 2 Integration - LA Olympics	\$	50,000.00	\$	50,000.00	\$	50,000.00	\$	50,000.00	\$	50,000.00	\$	50,000.00	\$	50,000.00	\$	50,000.00	\$	50,000.00
8.3.7	ISR Connectivity	\$	1,000.00	\$	1,000.00	\$	1,000.00	\$	1,000.00	\$	1,000.00	\$	1,000.00	\$	1,000.00	\$	1,000.00	\$	1,000.00
8.4.1	NGS per NENA requirements and standards	\$	1,062,000.00	\$	1,077,930.00	\$	1,091,454.13	\$	1,099,589.66	\$	1,109,287.61	\$	1,120,600.00	\$	1,132,560.00	\$	1,145,190.00	\$	1,158,520.00
8.4.2	LPG - Legacy PSAP Gateway	\$	150.00	\$	152.26	\$	154.15	\$	155.31	\$	156.69	\$	158.20	\$	159.84	\$	161.62	\$	163.54
8.4.3	Interoperability Coordination and Integration (E911 to E911) - Project	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
8.4.4	PSAP Integration Deployment	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
8.4.5	System Monitoring and Dashboard Interface	\$	116,500.00	\$	116,247.50	\$	115,725.59	\$	115,023.53	\$	114,128.65	\$	113,035.54	\$	111,737.18	\$	110,223.46	\$	108,490.46
8.4.6	Outage Reporting	\$	18,200.00	\$	18,473.00	\$	18,703.91	\$	18,884.19	\$	18,938.41	\$	18,965.54	\$	18,974.26	\$	18,968.00	\$	18,942.00
8.4.7	NRC Project Initiation and Design - Non-Tariff Item	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
8.4.8	NRC New Technology Statewide Integration	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
8.4.9	NRC New Technology PSAP Integration	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
8.4.10	Statewide 911 GIS	\$	100.00	\$	101.50	\$	102.77	\$	103.34	\$	104.26	\$	105.00	\$	105.69	\$	106.32	\$	106.90
8.4.11	Call Data Record Management System / 9-1-1 Traffic Logging	\$	134.00	\$	136.01	\$	137.71	\$	139.14	\$	140.33	\$	141.29	\$	142.03	\$	142.56	\$	142.90
8.4.12	GIS Regional synchronization	\$	2,000.00	\$	2,030.00	\$	2,055.38	\$	2,076.00	\$	2,091.15	\$	2,106.84	\$	2,123.07	\$	2,139.84	\$	2,157.16
8.4.13	GIS Update Service	\$	100,000.00	\$	102,007.50	\$	103,280.59	\$	104,667.21	\$	106,177.50	\$	107,819.54	\$	109,503.34	\$	111,229.00	\$	113,006.50
8.4.14	GIS Editing Service	\$	85,000.00	\$	86,275.00	\$	87,263.44	\$	88,006.59	\$	88,446.63	\$	88,722.64	\$	88,884.64	\$	88,984.64	\$	89,034.64
8.4.15	GIS Synchronization	\$	4,000.00	\$	4,060.00	\$	4,115.75	\$	4,167.58	\$	4,215.29	\$	4,258.80	\$	4,298.00	\$	4,332.80	\$	4,363.20
8.4.16	PSAP Integration Support	\$	4,000.00	\$	6,080.00	\$	6,166.13	\$	6,216.38	\$	6,246.44	\$	6,266.44	\$	6,276.44	\$	6,286.44	\$	6,296.44
8.4.17	Region Support	\$	358,334.00	\$	358,334.00	\$	358,334.00	\$	358,334.00	\$	358,334.00	\$	358,334.00	\$	358,334.00	\$	358,334.00	\$	358,334.00
8.5.1	Statewide Text Aggregator - NRC is Non-Tariff Item	\$	40,000.00	\$	40,800.00	\$	41,681.25	\$	42,623.11	\$	43,624.33	\$	44,685.00	\$	45,806.30	\$	46,988.48	\$	48,231.80
8.5.2	NG Text to 9-1-1 - Web Based OTT	\$	350.00	\$	356.33	\$	364.83	\$	375.07	\$	387.41	\$	400.80	\$	415.20	\$	430.60	\$	448.00
8.5.3	NG Text to 9-1-1 - Integrated	\$	500.00	\$	507.50	\$	513.84	\$	517.69	\$	520.28	\$	522.54	\$	524.44	\$	526.00	\$	527.26
8.5.4	RTT Service - NRC is Non-Tariff Item	\$	10,000.00	\$	10,150.00	\$	10,276.88	\$	10,383.89	\$	10,475.73	\$	10,553.00	\$	10,616.26	\$	10,666.00	\$	10,702.74
8.6.1	NGS 9-1-1 CSE Certification Test Management	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
8.6.2	New CPE customer support (at PSAP)	\$	200.00	\$	203.00	\$	205.54	\$	207.68	\$	209.12	\$	210.26	\$	211.14	\$	211.80	\$	212.26
8.6.3	NG 9-1-1 PSTN Lab Test Calling Capabilities	\$	10,000.00	\$	10,085.00	\$	11,090.03	\$	11,152.27	\$	11,218.16	\$	11,286.00	\$	11,356.00	\$	11,428.00	\$	11,502.00
8.10.1	NRC New Technology PSAP Integration (est. 50hrs per each 440 PSAPs)	\$	425,000.00	\$	431,175.00	\$	436,781.19	\$	440,842.84	\$	444,243.15	\$	447,000.00	\$	449,140.00	\$	450,680.00	\$	451,480.00
8.10.2	NGS 9-1-1 Training	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
		\$	64,422,180.00	\$	72,478,614.12	\$	35,594,463.18	\$	35,594,463.18	\$	35,751,288.24	\$	35,751,288.24	\$	35,751,288.24	\$	35,896,631.99	\$	35,896,631.99
		\$	64,422,180.00	\$	72,478,614.12	\$	35,594,463.18	\$	35,594,463.18	\$	35,751,288.24	\$	35,751,288.24	\$	35,751,288.24	\$	35,896,631.99	\$	35,896,631.99
		\$	64,422,180.00	\$	72,478,614.12	\$	35,594,463.18	\$	35,594,463.18	\$	35,751,288.24	\$	35,751,288.24	\$	35,751,288.24	\$	35,896,631.99	\$	35,896,631.99
		\$	64,422,180.00	\$	72,478,614.12	\$	35,594,463.18	\$	35,594,463.18	\$	35,751,288.24	\$	35,751,288.24	\$	35,751,288.24	\$	35,896,631.99	\$	35,896,631.99
		\$	64,422,180.00	\$	72,478,614.12	\$	35,594,463.18	\$	35,594,463.18	\$	35,751,288.24	\$	35,751,288.24	\$	35,751,288.24	\$	35,896,631.99	\$	35,896,631.99
		\$	64,422,180.00	\$	72,478,614.12	\$	35,594,463.18	\$	35,594,463.18	\$	35,751,288.24	\$	35,751,288.24	\$	35,751,288.24	\$	35,896,631.99	\$	35,896,631.99
		\$	64,422,180.00	\$	72,478,614.12	\$	35,594,463.18	\$	35,594,463.18	\$	35,751,288.24	\$	35,751,288.24	\$	35,751,288.24	\$	35,896,631.99	\$	35,896,631.99
		\$	64,422,180.00	\$	72,478,614.12	\$	35,594,463.18	\$	35,594,463.18	\$	35,751,288.24	\$	35,751,288.24	\$	35,751,288.24	\$	35,896,631.99	\$	35,896,631.99
		\$	64,422,180.00	\$	72,478,614.12	\$	35,594,463.18	\$	35,594,463.18	\$	35,751,288.24	\$	35,751,288.24	\$	35,751,288.24	\$	35,896,631.99	\$	35,896,631.99
		\$	64,422,180.00	\$	72,478,614.12	\$	35,594,463.18	\$	35,594,463.18	\$	35,751,288.24	\$	35,751,288.24	\$	35,751,288.24	\$	35,896,631.99	\$	35,896,631.99
		\$	64,422,180.00	\$	72,478,614.12	\$	35,594,463.18	\$	35,594,463.18	\$	35,751,288.24	\$	35,751,288.24	\$	35,751,288.24	\$	35,896,631.99	\$	35,896,631.99
		\$	64,422,180.00	\$	72,478,614.12	\$	35,594,463.18	\$	35,594,463.18	\$	35,751,288.24	\$	35,751,288.24	\$	35,751,288.24	\$	35,896,631.99	\$	35,896,631.99
		\$	64,422,180.00	\$	72,478,614.12	\$	35,594,463.18	\$	35,594,463.18	\$	35,751,288.24	\$	35,751,288.24	\$	35,751,288.24	\$	35,896,631.99	\$	35,896,631.99
		\$	64,422,180.00	\$	72,478,614.12	\$	35,594,463.18	\$	35,594,463.18	\$	35,751,288.24	\$	35,751,288.24	\$	35,751,288.24	\$	35,896,631.99	\$	35,896,631.99
		\$	64,422,180.00	\$	72,478,614.12	\$	35,594,463.18	\$	35,594,463.18	\$	35,751,288.24	\$	35,751,288.24	\$	35,751,288.24	\$	35,896,631.99	\$	35,896,631.99
		\$	64,422,180.00	\$	72,478,614.12	\$	35,594,463.18	\$	35,594,463.18	\$	35,751,288.24	\$	35,751,288.24	\$	35,751,288.24	\$	35,896,631.99	\$	35,896,631.99
		\$	64,422,180.00	\$	72,478,614.12	\$	35,594,463.18	\$	35,594,463.18	\$	35,751,288.24	\$	35,751,288.24	\$	35,751,288.24	\$	35,896,631.99	\$	35,896,631.99
		\$	64,422,180.00	\$	72,478,614.12														

EXHIBIT C, TELECOMMUNICATIONS GENERAL PROVISIONS

GENERAL PROVISIONS – TELECOMMUNICATIONS

Revised 06/06/2025

Issued by:

STATE OF CALIFORNIA

California Department of Technology

Office of Statewide Technology Procurement

PO Box 1810

Rancho Cordova, CA 95741

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SECTION 1. DEFINITIONS

Unless otherwise specified in the Statement of Work or defined in the text of this Contract, capitalized terms used herein shall be given the meaning shown below. The word "include" or "including" shall be deemed to mean "include, without limitation" or "including, without limitation," as case may be, and the language following "include" or "including" shall not be deemed to set forth an exhaustive list.

Acceptance: as defined in Section 15.1.2 Acceptance.

Acceptance Test: means the tests performed after Installation Date which are intended to determine compliance, performance, and reliability of Deliverables with the specifications and all other attachments incorporated herein by reference and to determine the specifications set forth in the Contract.

Artificial Intelligence (AI): means 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).

Attachment: means a mechanical, electrical, or electronic interconnection to Contractor-supplied Goods that is not connected or provided by Contractor.

Business Entity or Firm: means any individual, business, partnership, joint venture, corporation, S-corporation, limited liability company, sole proprietorship, joint stock company, consortium or other private legal entity recognized by statute.

Buyer or Customer: means (i) State entities, (ii) local government entities that are defined as "any city, county, city and county, district, or other local governmental body or corporation empowered to expend public funds for the acquisition of goods, information technology, or services" per Public Contract Code Chapter 2, Paragraph 10298 (a) (b), (iii) 100% tax supported governmental entity, (iv) a governmental entity with a Joint Powers Agreement, or (v) federally recognized Indian Tribes.

CALNET: means California Network and Telecommunications program, a division of the Office of Technology Services within CDT.

CDT: means California Department of Technology.

CMO: means CALNET Management and Oversight.

Cloud Services or Cloud Computing Services: means the cloud services, including Software as a Service ("SaaS"), Infrastructure as a Service ("IaaS"),

Platform as a Service ("PaaS"), and any other vendor-managed or hosted services, and any related services, provided to the State pursuant to the Contract.

Cloud Services Availability: as defined in Section 21.7 Cloud Services Availability.

Cloud Services Overage Charges: any additional fees incurred for usage of Cloud Services that exceeds the allocated usage limits specified in the Contract.

Commercial Software: means Software developed or regularly used that: (i) has been sold, leased or licensed to the general public; (ii) has been offered for sale, lease or license to the general public; (iii) has not been offered, sold, leased or licensed to the public but will be available for commercial sale, lease or license in time to satisfy the delivery requirements of this Contract; or (iv) satisfies a criterion expressed in (i), (ii) or (iii) above and would require only minor modifications to meet the requirements of this Contract.

Conflict Laws: as defined in Section 13.5.2 Waiver of the Follow-On Restrictions.

Contract: means, collectively, the purchase order (by whatever name known or in whatever format used), these General Provisions – Telecommunications, and the other documents set forth in Section 3 Order of Precedence.

Contract Manager: means Contract Representative, Contract Contact, Contract Program Manager, or as specified in the Contract.

Contractor: means individual(s) or the business entity with whom the State enters into this Contract. Contractor shall be synonymous with "Reseller," "supplier," "vendor," "Service Provider," or other similar term.

Contractor's Published Pricing: as defined in Section 2.3.2 Compliance With Regulatory Filings Requirements.

Cost to Cover: means as defined in Section 8.7 Remedies for Breach of Warranty.

CPU: means as defined in Section 4.1 Software License.

Data Breach: means any access, destruction, loss, theft, use, modification, or disclosure of State Data by an unauthorized party or that is in violation of Contract terms, or applicable state or federal law.

Days: means calendar day(s).

Deliverables: means Goods, Services, Documentation, works of authorship, and any items to be delivered pursuant to this Contract, including any such items supplied that are incidental to the provision of Services.

Derivative Works: as defined in Section 9.1.2 Pre-Existing Material.

Disentanglement: means as defined in Section 5.5 Disentanglement (Migration-Out).

Documentation: means instructions, specifications, training materials, reports, manuals, or other documents provided in hard copy or electronic form with the Goods, Services or otherwise, in accordance with the Contract. Documentation customized for the State hereunder constitutes Work Product if such materials are required by the Statement of Work.

DVBE: as defined in Section 19.2.1 DVBE Criteria.

Economic Sanctions: as defined in Section 13.10 Executive Order N-6-22 Russia Sanctions.

eVAQ: means Electronic Vendor Application of Qualifications. The eVAQ is an external pre-qualification process to the solicitation and it is designed to process as much of the administrative requirements required to do business in the State of California in advance to streamline the solicitation process.

Effective Date: shall mean the date set forth in Section 2.1.3.a Contract Effective Date.

E-rate: as defined in Section 15.4.1 Examination and Audit of Records.

Enhancements: means as defined in Section 5.3 Availability of Refreshed Technology and Additional Service Items.

Four-Digit Date Compliance: as defined in Section 13.17 Four-Digit Date Compliance.

FTI: as defined in Section 21.6.1 No Access to FTI.

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): means 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 Training Data (Gov Code §11549.64).

Goods: means all types of tangible personal property, including but not limited to, materials, supplies, technology, hardware, Software, and equipment (including telecommunications and broadband hardware) to be delivered pursuant to this Contract, including any such items furnished incidental to the provision of Services.

Government Purpose Rights: as defined in Section 9.2 Government Purpose Rights.

Hallucination: means 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.

IFB: means Invitation for Bid.

Infrastructure-as-a-Service (IaaS): means the capability to provide processing, storage, networks and other fundamental computing resources where the User is able to deploy and run arbitrary software, which can include operating systems and applications. The User does not manage or control the underlying Cloud Services infrastructure but has control over operating systems, storage, and deployed applications; and possibly limited control of select networking components (e.g., host firewalls).

Installation Date: means the date by which the Contractor must have commenced the Services, or installed Software, or Goods, ready (certified) for use by the State or Customer.

IPR: as defined in Section 15.7 Price Guarantee Period.

Limitation of Liability: as defined in Section 16.3.4 Rights and Remedies of State for Default.

Maintenance: means (i) remedial maintenance performed as a result of Goods, Software or Services failure, and which is performed as required, i.e. on an unscheduled basis; or (ii) maintenance performed on a scheduled basis and is designed to keep the Goods, Software or Services in proper operating condition, in accordance with the requirements of the Contract.

Most Favored Nation: as defined in Section 15.14 "Most Favored Nation" Status of State.

Ordering Document or Service Request: means the document used to, without limitation, order, purchase, move, add, change, disconnect, transfer, cancel or delete Goods, Software or Services such as a Telecommunications Service Request (Form 20), STD. 65, Request for Offer (RFO) or other Customer authorized procurement document.

OSTP: means Office of Statewide Technology Procurement.

Party or Parties: means as defined in Section 2.1 Contract Formation.

Platform-as-a-Service (PaaS): means the capability to deploy onto Cloud Services infrastructure Customer- created or -acquired applications created using programming languages and tools supported by the Service Provider. This capability does not necessarily preclude the use of compatible programming languages, libraries, services and tools from other sources. The User does not manage or control the underlying cloud infrastructure, including network, servers, operating systems or storage, but has control over the deployed applications and possibly application hosting environment configurations.

Pre-Existing Materials: as defined in Section 9.1.2 Pre-Existing Material.

Prompt: means 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.

Purchase Price: as defined in Section 12.1.1 Direct Damages.

Rejection Notice: means as defined in Section 6.2 Notice of Rejection.

Requests: as defined in Section 10.7 Legal Requests.

Reseller (see also Contractor): means the business entity authorized by the Service Provider or software publisher to resell the Deliverables to the State.

RFP: means Request for Proposal.

RPO: as defined in Section 21.14.4 Repair and Restore.

RTO: as defined in Section 21.14.4 Repair and Restore.

Scope of Work: means description of work as mutually agreed upon by Contractor and the Customer (or CMO) that is accompanied with an Ordering Document. The Scope of Work does not supersede the Statement of Work.

Security Incident: means an occurrence that actually or potentially jeopardizes the confidentiality, integrity, or availability of an information system or the information the system processes, stores, or transmits or that constitutes a violation or imminent threat of violation of security policies, security procedures, or acceptable use policies, including but not limited to a Data Breach.

Security Policies: as defined in Section 21.12.1 Customer Security Policies Compliance.

Service Provider: means a provider of the Services under the Contract, as set forth in the Statement of Work, if applicable.

Services or Telecommunications Services: means an all-inclusive term, which includes, support services (such as Maintenance, operation), other personal services (such as technical or professional services, e.g., consulting and direction, project management, implementation, training, customization), telecommunications technologies or services (such as Voice over Internet Protocol, Ethernet, Cellular, Internet, Satellite), Cloud Services (such as SaaS, PaaS, IaaS) provided by the Contractor in accordance with this Contract or telecommunication security services (such as network, infrastructure or device security).

Signing Date: as defined in Section 2.1.3 Contract Effective Date.

Software: means an all-inclusive term that refers to any computer programs, routines, or subroutines supplied by Contractor, including Commercial Software or operating Software, application programs or programming aids to facilitate the use of Goods or Services.

Software as a Service (SaaS): means the capability provided to the User to use the Service Provider's applications running on a cloud infrastructure; applications are accessible from various client devices through either a thin client interface, such as a web browser (e.g., web-based email), or a program interface; User does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage, or even individual application capabilities, with the possible exception of limited User-specific application configuration settings.

State: means the government of the State of California, its employees and authorized representatives, including without limitation any department, agency or other unit of the government of the State of California as identified in the Contract.

State Data: means all data owned by the State, and submitted to, processed by, or stored by Contractor or Service Provider under this Contract and includes all data that originated with the State or Users, all data provided by the State or Users, and all data generated, manipulated, produced, reported by or otherwise emanating from or by applications run by the State or Users on the System or Services. For clarity and without narrowing the scope of this definition, State Data is synonymous with "customer data", "customer content", or similar terms, as may be used in Contractor's or Service Provider's service agreements that may be incorporated into the Contract as an attachment or by reference, and includes the following:

- a) **Non-Public Data:** means data, including Personal Information, that is not subject to distribution to the public as Public Information. Non-Public Data includes Customer Proprietary Network Information (CPNI). It is deemed to be sensitive or confidential by the State because it contains information that may be exempt by statute, regulation, or policy from access by the general public as Public Information.
- b) **Personal Information:** as defined by the California Information Practices Act (Civ. Code, § 1798 et seq.).
- c) **Public Information:** means any information prepared, owned, used, or retained by the State and not specifically exempt from the disclosure requirements of the California Public Records Act (Gov. Code, § 7920 et seq.) or other applicable state or federal laws. For clarity, "Public Information" is also interchangeable with "Public Data".

State Data Availability: as defined in Section 21.8 State Data Availability.

Statement of Work (SOW): means a document provided by the State which defines the timeline, and specifies the objectives, Deliverables and tasks that Contractor is expected to provide or perform, the responsibilities and expectations, indicating the type, level and quality that is expected, all of which form a contractual obligation upon Contractor. For purposes of the CALNET program, the SOW shall mean the requirements contained in the CALNET

solicitation documentation and Contractor's response to meet the program requirements in the solicitation as stated in Contractor's proposal.

System: means the hardware, Software or Services as described in this Contract that are integrated, functioning together, and performing in accordance with this Contract.

Telecommunications: means but is not limited to, wireless or wired systems for transport of voice, video, and data communications, network systems, requisite facilities, equipment, system controls, simulation, electronic commerce and all related interactions between people and machines as defined in Government Code 11532.

Termination Date: as defined in Section 16.2.1 Termination for Convenience Notice.

Termination Notice: as defined in Section 16.2.1 Termination for Convenience Notice.

Third Party Obligation: as defined in Section 11.1.2 Pass-Through Indemnity for Third Party Obligations.

Transition Period: as defined in Section 21.13.1 Transition Period.

Updates: means as defined in Section 4.2 Future Releases.

U.S. Intellectual Property Right: means any intellectual property right enforceable in the United States, including, without limitation, rights in trademarks, trade secrets, copyrights, and U.S. patents.

Use: as defined in Section 10.5.1 Restriction on Use.

User(s): means any authorized end user of the Deliverables or System under this Contract including but not limited to Buyer's employees, independent contractors, authorized agents, auditors, representatives, officials, other independent providers, or any external users contemplated by the Parties.

Work Authorization: an attachment to a Statement of Work, used for approval of unanticipated work. At minimum, a Work Authorization includes:

- i. Task summary of work to be performed
- b) Schedule dates of work
- c) Estimated labor hours

- d) Labor hour rates
- e) Estimated total costs.
- f) Contractor personnel to be assigned
- g) Job classification/skill level
- h) Completion criteria and/or deliverables
- i) Approval signature lines for contractor and the State

Work Product: as defined in Section 9.1.1 Work Product.

SECTION 2. CONTRACT FORMATION

2.1 CONTRACT FORMATION

The State and Contractor are individually referred to as a "Party" and collectively referred to as "Parties".

2.1.1 SOLICITATION RESPONSE

If this Contract results from a response to a solicitation conducted pursuant to Chapters 2 (commencing with Section 10290), 3 (commencing with Section 12100), 3.5 (commencing with Section 12120), 3.6 (commencing with Section 12125) of Part 2 of Division 2 of the Public Contract Code (PCC), or PCC Section 6611, then Contractor's solicitation response is a firm offer to the State which is accepted by the issuance of this Contract, and no further action is required by either party.

2.1.2 OTHER OFFERS, QUOTES OR PROPOSALS

If this Contract results from a solicitation other than as set forth in Section 2.1.1 (Solicitation Response), Contractor's quotation or proposal is deemed a firm offer and this Contract is the State's acceptance of that offer.

2.1.3 CONTRACT EFFECTIVE DATE

- a) Awarded Contracts signed by Contractor ("Signing Date") shall become effective when signed by the State ("Effective Date"). This Contract shall not be binding or of any legal force or effect on the State until the Effective Date.
- b) For CALNET Contracts, an awarded Contractor shall not begin implementation, i.e., selling Goods or Services or accepting the Customer orders until the CMO authorizes Contractor in writing to do so, and naming a specific implementation start date for such activities. The CMO reserves the right to delay a Contractor's implementation of sale of Goods or Services, or accepting the Customer orders pursuant to an awarded Contract to the extent determined by the CMO to be in the State's interest.

2.1.4 IRREVOCABLE OFFER

- a) From the Signing Date to the Effective Date, this Contract constitutes the irrevocable, firm offer by Contractor to provide the Services to the State for the charges set forth in the Contract.
- b) The State may exercise its option to extend the Contract by giving written notice of extension to Contractor prior to expiration of the term. Contractor shall provide a reminder letter to the State ninety (90) calendar days prior to the end of the Term and each extension thereof if the State shall not have previously provided written notice to Contractor of its intent to extend the Contract prior to such dates.
- c) For purpose and clarity and avoidance of confusion under this Contract, the State is granted the limited right to make Goods and Services contemplated herein available to Customers.

2.1.5 EVAQ INCORPORATION

Contract shall automatically incorporate by reference all of the OSTP eVAQ terms and conditions which shall apply for the duration of the Contract. Contractor may utilize the eVAQ terms and conditions for multiple solicitations provided the eVAQ is valid and applicable.

2.1.6 BUDGET CONTINGENCY CLAUSE

This Contract is valid and enforceable only if: (a) sufficient funds are made available by the State Budget Act of the appropriate State Fiscal Year(s) covered by this Contract ; or (b) sufficient funds are made available to the State by the United States Government for the Fiscal Year(s) covered by this Contract. If funding for any fiscal year is reduced or deleted by the Budget Act or by the United States Government, CDT shall have the option to either cancel this Contract with no liability occurring to the State other than as contained herein, or offer Contract amendment to Contractor to reflect the reduced amount, as provided in Section 16.1 (Termination for Non-Appropriation of Funds).

2.2 CONTRACTOR'S POWER AND AUTHORITY

2.2.1 GRANT OF RIGHTS

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

2.2.2 RESELLER'S WARRANTY

To the extent, Contractor is a Reseller, Contractor warrants that: (a) the Service Provider has reviewed the Contract; (b) in Contractor's agreement with the Service Provider, the Service Provider has agreed to accept the responsibilities, obligations, and liabilities (such as License Grant, Inspection, Acceptance, Rejection, Warranties, Confidentiality, Indemnification, Data Protection Provisions) under this Contract that naturally reside with the

Service Provider with respect to the provision of Deliverables; and (c) Contractor can provide the Deliverables in accordance with the Contract.

2.3 COMPLIANCE WITH STATUTES AND REGULATIONS

2.3.1 COMPLIANCE WITH LAWS

The Parties warrant and certify that in the performance of this Contract, they will comply with all applicable statutes, rules, regulations and orders of the United States and the State of California. Contractor agrees to indemnify the State against any loss, cost, damage, or liability by reason of Contractor's violation of this provision (including violations by Contractor's employees, contractors, and agents), subject to the requirements set forth in Section 11.2 (Indemnification Process).

2.3.2 COMPLIANCE WITH REGULATORY FILINGS REQUIREMENTS

- a) In the event that any term or action required in this Contract requires a regulatory filing, Contractor shall make such filing and such action or term shall, to the extent applicable, be made effective pursuant to the rules of the Federal Communications Commission ("FCC") or the California Public Utilities Commission ("CPUC"). To the extent applicable, Contractor shall make the appropriate FCC filing in a timely manner with the rates being effective consistent with FCC requirements. Under the CPUC, the terms are effective immediately upon signature by the Parties; provided, however, that, to the extent applicable, Contractor is obligated to and shall make a formal filing with the CPUC in a timely manner and shall provide the State with written notice that such filing has been made.
- b) In addition to the foregoing, Contractor shall make all necessary regulatory filings which shall include the rates and charges for the Service(s) and any terms and conditions that affect the rates and charges paid by any Customer.
- c) Should the filings described herein not adequately address an issue or fail to address an essential fact, Contractor's tariffs or published service guides (or other published corporate pricing if Contractor is not required to file tariffs) (collectively the "Contractor's Published Pricing"), if applicable, shall be utilized as a basis for providing

continuity of Service, and Service offerings, pending subsequent mutual agreement and modification of this Contract by the parties; provided, however, if the Parties are unable to reach such mutual agreement within a reasonable period of time and good faith effort, then the State may take action pursuant to the terms and conditions of this Contract, including but not limited to terminating the affected Service(s) without penalty, or continuing the Service at Contractor's Published Pricing.

SECTION 3. ORDER OF PRECEDENCE

In the event of any inconsistency or conflict between the sections, exhibits, attachments, specifications or provisions comprising the Contract, the following order of precedence shall apply:

- a) All regulatory filings pursuant to the terms and conditions of this Contract.
- b) The eVAQ inclusive of the General Provisions – Telecommunications (except in the instances herein where the provision contains “Unless otherwise specified in the Statement of Work” (or similar phrase), the provisions specified in SOW shall take precedence over the provisions referenced in these General Provisions).
- c) The eVAQ inclusive of the GenAI Special Provisions (except in the instances therein where the provision contains “Unless otherwise specified in the Statement of Work” (or similar phrase), the provisions specified in SOW shall take precedence over the provisions referenced in these Special Provisions).
- d) Contractor's approved eVAQ, and any attachments thereto.
- e) The TECH 213 Standard Agreement and any amendments thereto, issued as a result of a solicitation (e.g., IFB and RFP).
- f) Statement of Work contained in the solicitation documentation in the following order of precedence:
 - i. The specifications and requirements contained in the solicitation documentation.

- ii. State approved pricing contained in the Cost Worksheet and Catalog A (for CALNET Contracts only), and any amendments thereto, whichever cost is lower.
- iii. Contractor's response to meet or exceed the specifications and requirements in the solicitation as stated in their bid or proposal. (The parties acknowledge and agree that silence in the bid or proposal with respect to a particular solicitation specification or requirement equals consent by Contractor to meet such specification and requirement.)
- iv. Any other exhibits or attachments to Statement of Work.
- g) Ordering Document or equivalent, or Work Authorizations.
- h) The Scope of Work, including any specifications and requirements contained in the Scope of Work.
- i) All other Contractor or Service Provider attachments included in the Contract or incorporated in the Contract by reference (e.g. end user license agreements, acceptable use policies, service guides, product specific terms and conditions.)

SECTION 4. LICENSE GRANTS

4.1 SOFTWARE LICENSE

Unless otherwise specified in the Statement of Work:

- a) If use of the Service requires the use of separate or additional Software, Contractor hereby grants to the State and the State accepts from Contractor, subject to the terms and conditions of this Contract, a royalty-free and non-exclusive license to use the Software and any Documentation. The State may use the Software only in connection with the use of the Service and according to any licensing terms as may be specified in the Contract. Acceptance of Software (including any third-party Software) will be governed by the terms and conditions of this Contract.
- b) The license granted herein authorizes the State to use the Software in machine-readable form on the computer System located at the site(s) specified in the Statement of Work. The computer System and its

associated units (collectively, "CPU") are as designated in the Statement of Work. If the designated CPU is inoperative due to malfunction, the license granted herein shall be temporarily extended to authorize the State to use the Software, in machine-readable form, on any other State CPU. By prior written notice, the State may redesignate the CPU in which the Software is to be used, provided that the redesignated CPU is substantially similar in size and scale at no additional cost. The redesignation shall not be limited to the original site and will be effective upon the date specified in the notice of redesignation.

4.2 FUTURE RELEASES

Unless otherwise specified in the Statement of Work, if improved versions, patches, corrections, modifications, bug fixes, updates, or releases (collectively, "Updates") of the Software versions are developed by Contractor, and are made available to other licensees, such Updates will be made available to the State at no additional cost only if such are made available to other licensees at no additional cost. If Contractor offers new versions or upgrades to the Software, they shall be made available to the State at the State's option, at a price no greater than the Contract price.

4.3 ENCRYPTION & AUTHORIZATION KEYS

Upon initiation of Cloud Service, Contractor shall provide all encryption and authorization keys required by the Users to access the Cloud Services.

4.4 DOCUMENTATION FOR MAINTENANCE PURPOSES

4.4.1 DOCUMENTATION FOR DELIVERABLES

Contractor agrees to provide to the State, at no charge, all Documentation as described within the Statement of Work, and updated versions thereof, which are necessary to the State in its use of the Deliverables or System provided hereunder. The State may reproduce the Documentation as reasonably necessary to use the Deliverables or System, provided that all such copies reproduce Contractor's proprietary markings in the same form and manner as the original. Contractor agrees to provide additional Documentation at prices not in excess of charges made by

Contractor to its other customers for similar Documentation or the Contract rate.

4.4.2 DOCUMENTATION FOR MAINTENANCE

Upon written notice by the State, Contractor will provide assistance including relevant Documentation to allow the State to perform Maintenance on the Deliverables or the System based on Contractor's methodology. Contractor agrees that the State may reproduce such Documentation for the State's own use in maintaining the Deliverables or the System and Contractor agrees to license any other contractor that the State may have hired for Maintenance, to use the above noted Documentation. The State agrees to include Contractor's copyright notice on any such Documentation reproduced, in accordance with copyright instructions to be provided by Contractor.

SECTION 5. SERVICES

5.1 SERVICES

Contractor will provide the Services for the periods set forth in the Statement of Work or Ordering Document. Subject to Section 10 (Confidentiality; Data Rights) and Section 21 (Data Protection Provisions) of this Contract, the State may provide reasonable access to information, Documentation, facilities, equipment, hardware, Software, and personnel as agreed by the Parties to facilitate Contractor's performance of the Services.

5.2 CUSTOMER IN-USE REQUIREMENTS

Unless otherwise specified in the Statement of Work:

- a) The State requires that each Good and Service component proposed as part of a solution must have been installed and in production to one or more commercial or government accounts in the same configuration provided, to paying customers external to Contractor's organization, for at least six (6) months prior to the Installation Date set forth in the applicable Statement of Work or Work Order.

- b) The State has the option at any time to request from Contractor supporting evidence of compliance with the Customer In-Use Requirements.

5.3 AVAILABILITY OF REFRESHED TECHNOLOGY AND ADDITIONAL SERVICE ITEMS

5.3.1 ENHANCEMENTS

- a) Contractor shall evolve, supplement and enhance the Goods and Services provided in the normal course of business and that which is in scope of the Contract during the Term, both to keep pace with and utilize technological advancements and improvements in the method of delivering telecommunications related Services and the pricing thereof. Contractor also acknowledges that the telecommunications environment is critical to the State's business success, and that the State's needs and requirements with regard to the telecommunications environment may also evolve and change over time, and that the need for enhanced or modified functionality may arise. Therefore, during the Term and within Contract scope, either Party may suggest enhancements or additional required Goods or Services, modifications, cost saving items, or items that might be considered to keep pace with or to take advantage of the latest and most useful technological advancements and improvements in Contractor's performance (collectively, "Enhancements").
- b) When such Enhancements substitute, replace, modify or improve Goods or Services already being received by the State (e.g., network upgrades that generally benefit all users of the network and are not specifically requested by the State), Contractor will make such Enhancements available to the State under this Contract at no additional cost to the State.
- c) If Enhancements do not substitute, replace, modify or improve Goods or Services already being received by the State under this Contract, but instead add to additional material functionality and features, Contractor will make such Enhancements available to the State under the existing Contract through a written proposal. Each proposal for Enhancements must provide a i) business case that

includes potential users and technical requirements, if any, and ii) competitive pricing that includes market analysis that illustrates cost benefits and cost justification. The State, in its sole discretion, shall determine whether to approve of the proposal Enhancements and its inclusion in the Contract. If the State chooses to proceed hereunder, the State and Contractor will negotiate in good faith to agree on any additional terms and conditions, if any, under which the Enhancement will be added to this Contract through the amendment process. Contractor shall update any applicable marketing plans used in connection with the Goods or Services hereunder.

5.3.2 ENHANCEMENTS APPROVAL

- a) Contractor understands that the State is solely responsible for approval of proposal for Enhancements and agrees, absent an approved amendment from the Contract's authorized State agency or State's designated authority, Enhancements must not be added to this Contract. Consistent with and without limiting anything set forth in Section 20.13, Non-Exclusive Agreement, nothing in this Section shall prohibit the State from pursuing or obtaining the same or similar Enhancements with or from other providers or requiring that certain Enhancements may only be obtained from certain providers.
- b) For statewide telecommunications Contracts, Contractor agrees that the Enhancements must not be added to the Contract at the request of any Buyer unless otherwise authorized by CDT.

5.4 MIGRATION (MIGRATION-IN)

Contractor shall perform all migration-in, transition-in, and other similar services as set forth in the Statement of Work. Contractor's failure to perform such services or any non-compliance with the migration-in or transition-in requirements as set forth in the Statement of Work shall constitute a material breach of the Contract. In the event of such breach or any non-compliance, the State shall be entitled to pursue all rights and remedies available under the Contract, at law or in equity.

5.5 DISENTANGLEMENT (MIGRATION-OUT)

Contractor shall perform all migration-out, transition-out, transfer and other similar services as set forth in the Statement of Work. Contractor's failure to perform such services or any non-compliance with the migration-out, transition-out or transfer requirements as set forth in the Statement of Work shall constitute a material breach of the Contract. In the event of such breach or any non-compliance, the State shall be entitled to pursue all rights and remedies available under the Contract, at law or in equity.

5.6 NEED FOR CONTRACTOR SERVICES DUE TO EMERGENCY

Unless otherwise specified in the Statement of Work, in case of an emergency, Contractor shall make every reasonable effort to assist the Customer in procuring the use of Contractor Services consistent with that provided under this Contract to meet such emergency. During an emergency, the price and service levels for such compatible Services or Goods shall be reasonably set by mutual agreement of the parties and shall be no greater than the Contract rates and at service levels substantially similar to those set forth in the Contract. The Customer, at its option, may accept or reject the use of emergency Goods or Services. An emergency is defined in **PCC SECTION 1102**: "Emergency," as used in this code, means a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.

5.7 PROVISIONING OF DELIVERABLES AND SERVICES

Unless otherwise specified in the Statement of Work, Contractor will not commence provisioning Deliverables or Services for a given Buyer until Contractor receives a complete, signed, accepted, and accurate Ordering Document in accordance with the Contract user instructions. The Ordering Document may be accompanied by a Scope of Work or a Work Authorization as applicable.

5.8 SERVICE TO PUBLIC ENTITIES AND LOCAL GOVERNMENT AGENCIES

In accordance with Government Code Section 11541, Contractor agrees to provide Service to all eligible Buyers pursuant to this Contract. Contractor agrees that it shall have no recourse against the State for any act or omission of the Buyer, which arises from Contractor furnishing Goods or Services pursuant to this Contract. Contractor understands and acknowledges that under this Contract the State neither promises nor guarantees any minimum amount of revenue for Contractor or minimum number of Deliverables, requirements, or Services to be purchased.

5.9 CONTINUING STANDARD OF PERFORMANCE FOR CONTRACTOR SERVICES

Unless otherwise specified in the Statement Work:

5.9.1 CAUSES AND EFFECTS OF CONTRACTOR DELIVERABLE MALFUNCTIONS

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

which may include preparation, for the State's review, comment and approval, of a milestone-based action plan for researching the probable cause of the failure.

5.9.2 REMEDIES FOR UNACCEPTABLE LEVELS OF PERFORMANCE

- a) The remedies provided in this Section shall be in addition to any remedies provided in Section 8 (Warranties and Representations). If a Contractor Deliverable does not meet the minimum level of performance as set forth in the Statement of Work, the remedy or process for correction set forth in the Statement of Work will be followed by the parties. If the specific Deliverable has no remedy or process for correction set forth in the Statement of Work, State shall promptly notify Contractor in writing of such unacceptable performance and the impact on the State, and Contractor shall promptly initiate action to remedy the unsatisfactory performance. Contractor shall, at its option, take one or more of the following actions to correct the situation:
 - i. Provide on-site Contractor personnel for analysis of the problem;
 - ii. Replace the Deliverable;
 - iii. Provide substitute Deliverable satisfactory to the State;
 - iv. Modify the Deliverable; or
 - v. Take any other action with which the State concurs.
- b) If Contractor fails to correct an unacceptable level of performance with respect to any Deliverable during the thirty (30) calendar days following receipt of written notice from the State (or such other timeframe specified in the Contract), the State and Contractor can mutually agree to extend the time to a specified date. If Contractor fails to correct the situation to the satisfaction of the State by the end of the specified time period, then, without limiting any other remedy specified in the Contract, including the application of Section 20.8 (Liquidated Damages) or the exercise of 15.9 (Set-Off Rights), the State may (i) secure replacement Deliverables with Contractor responsible for payment of Costs to Cover, or (ii) terminate that portion of the Contract relating to the deficient Deliverable.

5.9.3 REPLACEMENT OR SUBSTITUTION OF DELIVERABLE BY CONTRACTOR

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

5.9.4 REVIEW OF PERFORMANCE

Contractor's requirements will be periodically evaluated in accordance with the service levels for each Service and contract requirements for all Deliverables delivered throughout the term of this Contract.

SECTION 6. INSPECTION, ACCEPTANCE AND REJECTION

6.1 ACCEPTANCE TESTING

Unless otherwise specified in the Statement of Work:

6.1.1 NON-CUSTOMIZED DELIVERABLES

When acquiring Goods, Cloud Services, or Commercial Software, the State shall rely on Contractor's existing quality assurance system as a substitute for State inspection and testing. All Goods may be subject to inspection, test, and acceptance by the State or its authorized representatives at the destination, notwithstanding any payment or inspection at source.

6.1.2 CUSTOMIZED DELIVERABLES

For all other Software, Goods, or Services customized for the State pursuant to the Contract, Contractor will ensure and maintain a quality assurance system acceptable to the State covering such Deliverables and will tender to the State only those Deliverables that have been inspected and found to conform to this Contract's requirements. All such Deliverables may be subject to inspection, test, and acceptance by the State or its authorized representatives, at destination, notwithstanding any payment or inspection at source.

6.1.3 CONTRACTOR DUTIES

Contractor shall provide all reasonable facilities for the safety and convenience of inspectors at no additional cost to the State. Contractor shall furnish to inspectors all information and data reasonably required to perform inspection. Contractor shall keep records evidencing inspections and their result and make these records available to the State during Contract term and for 3 years after final payment. Contractor shall permit the State to review procedures, practices, processes, and related documents to determine the acceptability of Contractor's quality assurance system or other similar business practices related to performance of the Contract.

6.2 NOTICE OF REJECTION

The State shall give written notice of rejection ("Rejection Notice") of Deliverables provided, performed, or delivered within a reasonable time after receipt of or performance of such Deliverables. The Rejection Notice will provide information on the Deliverables that do not substantially conform to required specifications. If the State does not provide a Rejection Notice within 30 Days of provision, performance, delivery of the Deliverable or within such time provided in the Contract for inspection, acceptance and rejection, such Deliverable will be deemed to have been accepted.

6.3 ACCEPTANCE

Acceptance by the State will be final and irreversible, except as it relates to latent defects, fraud and gross mistakes amounting to fraud. Acceptance shall not be construed to waive any warranty rights that the State might have at law or by express reservation in the Contract with respect to any nonconformity.

6.4 EXISTING GOODS & TITLE TO GOODS

Unless otherwise specified in the Statement of Work:

- a) Contractor agrees to reasonably accommodate its Customers and utilize existing equipment. Contractor's proposed Services shall reasonably accommodate the use of such existing Customer Equipment.

- b) Title to Goods shall remain with Contractor and assignees, if any, until there is successful completion of the Acceptance Test. Title to Goods provided under this Contract shall not vest in the Customer, unless such items are purchased by the Customer. Any devices and accessories furnished by Contractor hereunder, except those purchased by the Customer, shall accompany the Goods when returned to Contractor.
- c) Title to a special feature installed on a machine and for which only a single installation charge was paid shall pass to the State at no additional charge, together with title to the machine on which it was installed.

6.5 SAMPLES AND DEMONSTRATIONS

The State may request samples or demonstrations for inspection and specification testing and Contractor shall furnish samples for free of charge. The samples furnished must be identical to the Goods and Services as set forth in the solicitation response or as specified in the Contract. Samples, if not destroyed by tests, may, upon request at the time the sample is furnished, be returned at Contractor's expense. All demonstrations of Deliverables shall be conducted at no cost to the State.

SECTION 7. SHIPPING AND DELIVERY; TRANSPORTATION COSTS

7.1 PACKING

All Goods shall be packed in suitable containers for protection in shipment and storage, and in accordance with applicable specifications. Each container of a multiple-container shipment shall be identified to: (a) show the number of the container and the total number of containers in the shipment, and (b) the number of the container in which the packing sheet has been enclosed.

7.2 SHIPMENT

Unless otherwise specified in the Statement of Work, all shipments by Contractor or its subcontractors must include packing sheets identifying: (a) the State's Contract number; (b) item number; (c) quantity and unit of measure; (d) part number and description of the Goods shipped; and (e)

appropriate evidence of inspection, if required. Goods for different Contracts shall be listed on separate packing sheets.

7.3 TRANSPORTATION COSTS AND OTHER FEES AND EXPENSES

7.3.1 NO ADDITIONAL CHARGES

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

7.3.2 FREE ON BOARD (F.O.B)

Contractor must strictly follow Contract requirements regarding F.O.B., freight terms and routing instructions. The State may permit use of an alternate carrier at no additional cost to the State with advance written authorization of Buyer.

7.3.3 F.O.B. SHIPPING POINT TRANSACTIONS

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

7.3.4 PREPAY AND ADD

Unless otherwise specified in the Statement of Work, if "prepay and add" is selected, supporting freight bills are required when over \$50.

7.4 DELIVERY

Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract. The quantities specified Ordering Document are the only quantities required. If Contractor delivers more than the quantities specified, the State shall not be required to make any payment for the excess Goods and may return them to Contractor at Contractor's expense or utilize any other rights available to the State at law or in equity.

7.5 NEWLY MANUFACTURED GOODS

Unless otherwise specified in the Statement of Work, all Goods supplied under this Contract shall be newly manufactured Goods or certified as new and warranted as new by the manufacturer; and used or reconditioned Goods are prohibited.

7.6 SUBSTITUTIONS

For 7.6 Substitutions, any reference to "State" shall mean "CDT" for CALNET Contracts.

If at any time after award of this Contract, Contractor becomes unable to provide any part of its contracted Goods or Services, Contractor must, within ten (10) Business Days of such knowledge, notify the State in writing to seek a potential resolution, and if appropriate, propose a substitution of such Goods or Services that it can no longer provide. Substitution of Goods or Services may not be tendered without thirty (30) days advance written consent of the State. For any substitutions, Contractor shall not use any specification in lieu of those contained in the Contract without written consent of the State. The substitutions must be at no cost, and shall be equivalent to or exceed the proposed contracted Goods or Services that were previously offered and accepted by the State in Contractor's awarded Contract. The State reserves the sole right to determine if the proposed substitution is acceptable. An inability to meet a mandatory Contract requirement may be grounds for Contract termination in whole or in part.

SECTION 8. WARRANTIES AND REPRESENTATIONS

8.1 WARRANTIES' DURATION AND ASSIGNMENT

8.1.1 COMMENCEMENT OF THE WARRANTIES

Unless otherwise specified in the Statement of Work, the warranties in this Section 8 begin upon delivery of the Deliverables (or activation date in case of Software or Cloud Services, as applicable). For clarification, this warranty period shall apply to any Deliverables provided as part of warranty replacement.

8.1.2 DURATION OF THE WARRANTIES

Unless otherwise specified in the Statement of Work, duration of warranty for Deliverables shall be as follows:

- a) Warranty for Goods shall terminate one year after delivery of the Goods.
- b) Warranty for Software, Services, and Cloud Services shall be for the duration of the State's use of the Software, Services, and Cloud Services.

8.1.3 ASSIGNMENT OF THE WARRANTIES

All warranties, including additional warranties specified elsewhere herein, shall inure to the State, its successors, assignees, Buyer, and Users of Deliverables.

8.2 WARRANTIES FOR DELIVERABLES

Contractor warrants that Deliverables:

- a) Will substantially conform to the requirements of the Contract (including without limitation all descriptions, specifications, and drawings identified in the Statement of Work);
- b) Will substantially conform to the manufacturer's published specifications and the requirements of the Contract (including, without limitation, all descriptions, specifications, and drawings identified in the Statement of Work);

- c) Will be free from material defects in materials and workmanship;
- d) Shall provide all material functionality required where the Parties have agreed to design specifications (such as a detailed design document) and incorporated the same or equivalent in the Statement of Work directly or by reference, provided, however, that the State's approval of designs or specifications supplied by Contractor shall not relieve Contractor of its obligations under this warranty; and
- e) will not infringe or violate any U.S. Intellectual Property Rights.

8.3 ADDITIONAL WARRANTY FOR SERVICES

The Services will be performed in a skilled, professional manner by competent personnel and in accordance with the Contract.

8.4 ADDITIONAL WARRANTIES FOR SOFTWARE

8.4.1 ADDITIONAL WARRANTY

Contractor warrants that Software supplied hereunder has been tested in accordance with industry standards to minimize the risk, at the time of delivery, of harmful code (e.g., computer viruses, worms, trap doors, time bombs, disabling code, or any similar malicious mechanism designed to interfere with the intended operation of, or cause damage to, computers, data, or Software). Without limiting the generality of the foregoing, if the State believes that harmful code may be present in any Commercial Software delivered hereunder, Contractor will, upon the State's request, provide a new or clean install of the Software, at no additional cost to the State.

8.4.2 LIMITATIONS

Unless otherwise specified in the Statement of Work:

- a) Contractor does not warrant that any Software provided hereunder is error-free or that it will run without immaterial interruption.
- b) Contractor does not warrant and will have no responsibility for a claim to the extent that it arises directly from: (i) a modification made by the State unless such modification is approved or directed

by Contractor; (ii) use of Software in combination with or on products other than as specified by Contractor; or (iii) misuse or unauthorized use by the State.

8.5 ADDITIONAL WARRANTIES FOR CLOUD SERVICES

8.5.1 ADDITIONAL WARRANTY

Unless otherwise specified in the Statement of Work, Contractor warrants Cloud Services and all support for Cloud Services will be performed in a skilled, professional manner by competent personnel and in accordance with the Contract. Contractor shall ensure that the Service Provider applies anti-malware controls to the Cloud Services to help avoid malicious software gaining unauthorized access to State Data, including malicious software originating from public networks. Such controls shall at all times equal or exceed the controls consistent with the industry standards for such data, but in no event less than the controls that Contractor applies to its own internal corporate electronic data of like character.

8.5.2 LIMITATIONS

Unless otherwise specified in the Statement of Work:

- a) Any implied warranties, guarantees or conditions not able to be disclaimed as a matter of law will last for one year from the start of the Cloud Services warranty;
- b) The Cloud Services warranty does not cover problems caused by the State's accident, abuse or use in a manner inconsistent with the Contract or any applicable service agreement, or resulting from events beyond Contractor's reasonable control;
- c) The Cloud Services warranty does not apply to components of Software that the State may be permitted to redistribute;
- d) The Cloud Services warranty does not apply to free, trial, pre-release, or beta services; and
- e) The Cloud Services warranty does not apply to problems caused by the State's failure to meet minimum system requirements.

8.6 PASS-THROUGH WARRANTIES

8.6.1 GOODS

In addition to the warranties set forth herein, any Goods provided by Contractor shall be covered by the manufacturer's consumer warranty that will be passed through to the State. Contractor shall provide the manufacturer's warranty information (e.g., terms and conditions, provider, etc.) to the State with all Goods at the time of delivery. Where Contractor resells Goods it purchased from a third-party, Contractor, to the extent it is legally able to do so, will pass through any such third-party warranties to the State and will reasonably cooperate in enforcing them. Contractor shall facilitate Goods replacement or in resolving any disputes with the Goods manufacturer.

8.6.2 CLOUD SERVICES' SOFTWARE

Any Software provided by the Service Provider or Contractor shall be covered by the software developer's consumer warranty that will be passed through to the State.

8.6.3 CONTRACTOR'S OBLIGATIONS

Contractor agrees that the warranty pass-through set forth herein shall not relieve Contractor from Contractor's warranty obligations set forth herein.

8.7 REMEDIES FOR BREACH OF WARRANTY

Unless otherwise specified in the Statement of Work, the State's remedy for any breach of the warranty provided in this Section 8 shall include, at the State's sole discretion: (a) State's right to re-performance, repair, or replacement of the nonconforming Deliverables (including without limitation an infringing Deliverable); or (b) State's right to terminate the Contract, either in whole or in part, and a refund of all amounts paid by the State for the nonconforming Deliverable and payment to the State of any additional amounts necessary to equal the State's Cost to Cover. "Cost to Cover" means the cost, properly mitigated, of procuring Deliverable of equivalent capability, function, and performance. If Contractor fails to re-perform, repair, replace, or refund fees paid for the Deliverable as appropriate, the State may terminate the Contract.

8.8 DISCLAIMER

EXCEPT FOR THE WARRANTIES SPECIFIED IN THIS CONTRACT, CONTRACTOR MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

SECTION 9. RIGHTS IN WORK PRODUCT AND GOVERNMENT PURPOSE RIGHTS

9.1 OWNERSHIP AND RIGHTS IN WORK PRODUCT

9.1.1 WORK PRODUCT

Unless otherwise specified in the Statement of Work (or as required for federally funded projects), all inventions, discoveries, intellectual property, technical communications, and records originated or prepared by Contractor pursuant to the Contract including papers, reports, charts, computer programs, and other Documentation or improvements thereto, and including Contractor's administrative communications and records relating to this Contract (collectively, "Work Product"), shall be Contractor's exclusive property.

9.1.2 PRE-EXISTING MATERIAL

Software, Services, components and other materials developed or otherwise obtained by or for Contractor or its affiliates independently of the Contract ("Pre-Existing Materials") do not constitute Work Product. If Contractor creates Derivative Works of Pre-Existing Materials, the elements of such Derivative Works created pursuant to the Contract constitute Work Product, but other elements do not. "Derivative Works" means any work that is based upon the Work Product, such as an enhancement, update, translation, abridgment, summary, or aggregation. Nothing in this Section will be construed to interfere with Contractor's or its affiliates' ownership of Pre-Existing Materials.

9.1.3 JOINTLY DEVELOPED WORK PRODUCT

The ideas, concepts, know-how, techniques, customizations, or configurations, relating to data processing, developed during the Contract by Contractor or jointly by Contractor and the State may be used by either Party without obligation of notice or accounting.

9.1.4 PROPRIETARY PRODUCTS

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

9.2 GOVERNMENT PURPOSE RIGHTS

The State will have Government Purpose Rights to Work Product.

"Government Purpose Rights" are the unlimited, irrevocable, worldwide, perpetual, royalty-free, and non-exclusive rights, and licenses to use, modify, reproduce, perform, release, display, create Derivative Works from, and disclose the Work Product. Government Purpose Rights also include the right to release or disclose the Work Product outside the State for any State government purpose and to authorize recipients to use, modify, reproduce, perform, release, display, create Derivative Works from, and disclose the Work Product for any State government purpose. Such recipients of the Work Product may include, without limitation, State contractors, California local governments, the U.S. federal government, U.S. tribal governments, and the state and local governments of other states. Government Purpose Rights do not include any rights to use, modify, reproduce, perform, release, display, create Derivative Works from, or disclose the Work Product for any commercial purpose.

9.3 FEDERALLY FUNDED PROJECTS

This Section and the rights hereunder may be modified in the Statement of Work as required for federally funded projects pursuant to federal law or regulations, including, but not limited to, 7 CFR 277.18 and 45 CFR 95.617.

SECTION 10. CONFIDENTIALITY; DATA RIGHTS

10.1 CONFIDENTIALITY OBLIGATIONS

10.1.1 CONFIDENTIALITY OBLIGATIONS

Each Party will ensure that access to the other Party's confidential information is provided only to those individuals who need access to such information to fulfill their obligations under this Contract. With regards to the State, confidential information includes State Data.

10.1.2 EXCEPTION TO CONFIDENTIALITY OBLIGATIONS

Confidential information does not include information that: (a) is or enters the public domain without breach of this Contract; (b) came into the receiving Party's possession from a third party entitled to disclose such information without an obligation of confidentiality; (c) is independently developed by the receiving Party without use or reference to the disclosing party's confidential information; or (d) required to be produced in compliance with statute, regulation or court order, provided that Contractor provides advance written notice of such disclosure to the State.

10.2 CONFIDENTIALITY OF STATE DATA

State Data, including all financial statistical, personal, technical, and other data and information relating to the State's operation which are designated confidential by the State and made available to Contractor in order to carry out the Contract, or which become available to Contractor in carrying out the Contract, shall be protected by Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to Contractor. Contractor shall comply and ensure compliance by the Service Provider with the Security and Data Protection provisions set forth in these General Provisions - Telecommunication. Contractor shall not be required under this Section to keep confidential any data or information that meet the exceptions set forth in Section 10.1 (Confidentiality Obligations).

10.3 CONTRACTOR'S CONFIDENTIALITY OBLIGATIONS

Contractor shall have appropriate agreements in place to ensure confidentiality and security of State Data required pursuant to the Contract. Contractor shall ensure that all Contractor and Service Provider personnel with access to the State's confidential information (including State Data) shall comply with the security and confidentiality obligations set forth in the Contract.

10.4 RIGHTS TO STATE DATA

All intellectual property rights, in and to State Data shall remain the exclusive property of the State. Contractor has a limited, non-exclusive license to access and use the State Data solely for performing its obligations under the Contract. Nothing herein shall be construed to confer any license or right to the State Data, including User tracking and exception data within the System, by implication, estoppel or otherwise, under U.S. Intellectual Property Rights, to any third-party.

10.5 RESTRICTIONS ON USE OF STATE DATA

10.5.1 RESTRICTION ON USE

Unless otherwise specified in the Statement of Work, or if such use is required under State or federal law or regulation, Contractor shall not collect, use, disclose, retain, or maintain (collectively, "Use") State Data except as necessary and proportionate to perform Contractor's obligations under the Contract. Contractor shall not mine or process State Data that is stored or transmitted during the performance of the Service or by the System for unrelated purposes, advertising or advertising-related purposes, or for any other purpose that is not authorized by the Contract. Contractor shall not use State Data for machine learning. Any unauthorized use of State Data by Contractor or third parties is prohibited.

10.5.2 ADDITIONAL RESTRICTIONS ON SALE, COLLECTION AND CHANGES

Contractor shall not: (a) transfer, share, rent, barter, trade, sell, loan, lease or otherwise distribute or make available to any third party any State Data

except as expressly permitted by the Contract; (b) copy, modify, destroy or delete State Data during the Contract term; and (c) shall not sell or share State Data or Personal Information collected in performance of the Service of the Contract with the State. For the purposes of this Section 10.5: (a) "collect" and "collected" have the meaning provided in Civil Code Section 1798.140, subdivision (f); and (b) "sell" has the meaning provided in Civil Code Section 1798.140, subdivision (ad)(1).

10.6 PROTECTION OF CONTRACTOR'S PROPRIETARY SOFTWARE AND OTHER PROPRIETARY DATA AND MATERIALS

All material appropriately marked or identified in writing as proprietary, and supplied hereunder are provided for the State's exclusive use for the purposes of the Contract only. All such proprietary materials (including proprietary data) shall remain the property of Contractor. Subject to the California Public Records Act, or other applicable law or legal process, the State agrees to: (a) take all reasonable steps to ensure that such proprietary data and materials are not disclosed to others; (b) provide prior written notice to Contractor in sufficient time to seek a protective order (unless such notice is prohibited by law); (c) ensure, prior to disposing of any media, that any licensed materials have been erased, destroyed or otherwise sanitized; and (d) take appropriate action by instruction, agreement or otherwise, with its employees and other persons permitted access to licensed Software and other proprietary data to satisfy its obligations in the Contract with respect to use, copying, modification, protection, and security of proprietary Software and other proprietary materials.

10.7 LEGAL REQUESTS

Contractor shall notify the State by the fastest means available, no later than 48-hours of receipt, of any subpoena, warrant, court order, service of process, California Public Records Act (Gov. Code, § 7920.00 et seq.) request, and or other legal request ("Requests"), which seeks access to confidential information including State Data or information about the State's use of the Deliverables, unless such notification is prohibited by law. Unless otherwise prohibited by law, Contractor shall:

- a) Not respond to such Requests unless authorized in writing to do so by the State;

- b) Not respond to such Requests directed at Contractor regarding the Contract without first notifying the State in writing;
- c) Provide written notice to the Customer and its Chief Information Security Officer (CISO) or designee of the contracting agency; and
- d) Provide the State with its intended responses to such Requests with adequate time for the State to review, revise and, if necessary, seek a protective order.

10.8 RETURN OR DESTRUCTION CONFIDENTIAL INFORMATION

In case of expiration or termination of the Contract, or at any time upon the request of the State, Contractor shall return or destroy, at the option of the State or Buyer, all confidential information including State Data in Contractor's possession or control. If any confidential information including State Data cannot be returned or destroyed, as mutually agreed between the Parties, Contractor will continue to comply with its confidentiality obligations with respect to the retained State Data in accordance with the Contract.

SECTION 11. INDEMNIFICATION

11.1 PATENT, COPYRIGHT AND TRADE SECRET INDEMNITY

11.1.1 CONTRACTOR'S IP INDEMNIFICATION OBLIGATIONS

Notwithstanding Section 12 (Limitation of Liability), Contractor will indemnify, defend, and save harmless the State, its officers, agents, and employees, from any and all third-party claims, costs, expenses (including without limitation reasonable attorneys' fees), fines, penalties, deficiencies, liabilities and losses (including settlements and judgments) arising from or related to any allegation that the Deliverables violate, misappropriate or infringe of any U.S. Intellectual Property Right.

11.1.2 PASS-THROUGH INDEMNITY FOR THIRD PARTY OBLIGATIONS

With respect to such claims arising from Deliverables provided by a third party and supplied by Contractor to the State, Contractor will pass through to the State such indemnity rights as it receives from such third-party ("Third-Party Obligation") and will cooperate in enforcing them; provided that if a

third-party manufacturer fails to honor any Third-Party Obligation, Contractor will indemnify, defend, and save harmless the State, its officers, agents and employees, to the same extent as the Third-Party Obligation, subject to any applicable limitation of liability in Section 12 (Limitation of Liability).

11.1.3 NOTICE OF AND REMEDY FOR IP INFRINGEMENT

- a) Should the Deliverables whether provided by Contractor or manufactured by a third party, become, or in Contractor's opinion are likely to become, the subject of a claim of infringement or violation of a U.S. Intellectual Property Right, Contractor shall provide the State with written notice of the circumstances giving rise to such claim or likely claim. If the State receives notice of a claim of infringement, or is made party to, or is threatened with such claim, the State will provide Contractor with notice of such claim or threat.
- b) Following receipt of such notice, Contractor will either (at Contractor's expense): (i) procure for the State the right to continue using the Deliverables; or (ii) replace or modify the same so that the Deliverables become non-infringing. If none of these options can reasonably be exercised, Contractor shall take back such Goods or other Deliverables and terminate any infringing Services and make every reasonable effort to assist the State in procuring substitute Deliverables for the State, and pay the State any additional amounts necessary to equal the State's Cost to Cover. If none of the foregoing options is reasonably acceptable to the State, the State shall have the right to terminate the Contract, in whole or in part, without damage, penalty, termination charge, or further obligation and Contractor agrees to refund any sums the State has paid Contractor less any reasonable amount for use or damage.
- c) Contractor shall have no liability to the State under any provision of this Section 11.1 with respect to any claim of patent, copyright or trade secret infringement which is based upon the following and which is not otherwise authorized by Contractor: (i) the combination or utilization of Goods supplied hereunder with non-Contractor supplied Goods; or (ii) the combination or utilization of Services not made or supplied by Contractor, and which is introduced into the State's computing environment; (iii) the modification initiated by the

State, or a third party at the State's direction, of any Deliverables furnished hereunder; (iv) the combination or utilization of other Deliverables furnished hereunder with non-Contractor supplied other Deliverables; or (v) the State's unauthorized use, or continuing infringing use after notification, of the Deliverables supplied hereunder.

- d) Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Contract for the acquisition, operation or Maintenance of Software in violation of any U.S. Intellectual Property laws.

11.1.4 INDEMNIFICATION FOR INJURY OR DAMAGE

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

11.2 INDEMNIFICATION PROCESS

11.2.1 NOTIFICATION AND COOPERATION REQUIREMENTS

Unless a Third-Party Obligation provides otherwise, the defense and payment obligations for indemnification under Section 2.3 and Section 11 are conditioned on the following:

- a) The State will notify Contractor promptly in writing of any demand for indemnification and, in the notification, describe the circumstances giving rise to the demand. Notwithstanding the foregoing, if Contractor is not notified of a claim in a timely manner, Contractor is still obligated to indemnify the State, unless such delay causes material prejudice to Contractor.
- b) Contractor will have sole control of the defense of any claim and all negotiations for its settlement or compromise; provided that:

- i. When substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is required by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); or
 - ii. Where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State,
- c) The State will reasonably cooperate in the defense and in any related settlement negotiations.

11.2.2 SETTLEMENT APPROVAL

CDT must approve any settlement or compromise.

SECTION 12. LIMITATION OF LIABILITY

12.1 LIMITATION OF LIABILITY

12.1.1 DIRECT DAMAGES

- a) Except as may be otherwise approved by CDT's OSTP Deputy Director or their designee, Contractor's liability for damages to the State for any cause whatsoever, and regardless of the form of action, whether in contract or in tort, shall be limited to the Purchase Price. "Purchase Price" means the aggregate Contract price; except that, with respect to a Contract under which multiple purchase orders will be issued (e.g., a Master Agreement or Multiple Award Schedule contract), "Purchase Price" will mean the total price of the purchase order for the Deliverable(s) that gave rise to the loss, such that Contractor will have a separate limitation of liability for each purchase order.
- b) The State's liability for damages for any cause whatsoever, and regardless of the form of action whether in Contract or in tort, shall be limited to the Purchase Price as that term is defined above.

12.1.2 NO CONSEQUENTIAL DAMAGES

IN NO EVENT WILL A PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES, EVEN IF NOTIFICATION HAS BEEN GIVEN AS TO THE POSSIBILITY OF SUCH DAMAGES, EXCEPT (A) TO THE EXTENT THAT CONTRACTOR'S LIABILITY FOR SUCH DAMAGES IS SPECIFICALLY SET FORTH IN THE STATEMENT OF WORK OR (B) TO THE EXTENT THAT CONTRACTOR'S LIABILITY FOR SUCH DAMAGES FALLS UNDER ONE OF THE EXCEPTIONS IN SECTION 12.2 BELOW (C) FOR CONTRACTOR'S LIABILITY FOR BREACH OF CONFIDENTIALITY OBLIGATIONS.

12.1.3 SOVEREIGN IMMUNITY

Nothing herein shall be construed to waive or limit the State's sovereign immunity or any other immunity from suit provided by law.

12.2 EXCEPTIONS TO LIMITATION OF LIABILITY

The foregoing limitation of liability in Section 12.1 shall not apply to: (a) any liability under Section 2.3 (Compliance with Statutes and Regulations); (b) liability under Section 11.1 (Patent, Copyright and Trade Secret Indemnity) or to any other liability (including, without limitation, indemnification obligations) for infringement of third-party intellectual property rights; (c) liability under Section 11.1.4 (Indemnification for Injury or Damage); (d) costs or attorney's fees that the State becomes entitled to recover as a prevailing Party in any action; or (e) direct costs of mitigation, remediation, third-party claims, and notification obligations resulting from any Security Incident or Data Breach attributable to Contractor's acts or omissions (including the acts or omissions of Contractor's employees, contractors or agents). Nothing herein shall prevent the Parties from determining the appropriate amounts attributable to the direct costs of Security Incident or Data Breach notification, credit monitoring, and other obligations set forth in Civil Code § 1798.29 as further specified in Section 21.11 (Data Breach).

SECTION 13. STATUTORY AND REGULATORY REQUIREMENTS; CONTRACTOR CERTIFICATIONS

The following provisions are required by law and cannot be edited or removed from the Contract.

13.1 NONDISCRIMINATION CLAUSE

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

13.2 ACCESSIBILITY

To the extent that the Contract falls within the scope of Government Code Section 11135, Contractor shall respond to, and resolve any complaint brought to its attention regarding accessibility of its products or services, in accordance with Government Code Section 7405.

13.3 AMERICANS WITH DISABILITIES ACT

Contractor shall comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.).

13.4 PRIORITY HIRING CONSIDERATIONS

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

13.5 FOLLOW-ON CONTRACTS

13.5.1 RESTRICTIONS

If this Contract fits the definition of a "consulting services contract" within the meaning of PCC Section 10335.5, Contractor may be prohibited from bidding on or being awarded a subsequent contract in accordance with the provisions of PCC Section 10365.5, subject to the provisions of PCC Section 10430.

13.5.2 WAIVER OF THE FOLLOW-ON RESTRICTIONS

- a) To the extent permissible by law, the Director of CDT (CDT Director), or their designees, may waive the restrictions set forth in this Section by written notice to Contractor if the CDT Director determines their application would not be in the State's best interest.
- b) The restrictions of this Section will not apply: (a) to follow-on advice given by vendors of commercial off-the-shelf products, including Software and hardware, on the operation, integration, repair, or maintenance of such products after sale; or (b) where the State has entered into a master agreement for Software or Services and the scope of work at the time of Contract execution expressly calls for future recommendations among Contractor's own products.
- c) The restrictions set forth in this Section are in addition to conflict-of-interest restrictions imposed on public contractors by California law ("Conflict Laws"). In the event of any inconsistency, such Conflict Laws override the provisions of this Section 13.5.2, even if enacted after execution of this Contract.

13.6 CHILD SUPPORT COMPLIANCE ACT

For any Contract in excess of \$100,000, Contractor acknowledges, in accordance with PCC Section 7110, that: (a) they recognize the importance of child and family support obligations and shall fully comply with all applicable State and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8, commencing with Section 5200 of Part 5 of Division 9 of the Family Code; and

(b) Contractor, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

13.7 LOSS LEADER

Contractor shall comply with the PCC Section 12104.5, subdivision (b) and shall not engage in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code.

13.8 GOVERNMENT PROCUREMENT AGREEMENT

If the value of this Contract exceeds the US dollar procurement threshold determined by the US Trade Representative (as set forth in the Federal Register), this Contract shall be subject to the requirements of the World Trade Organization Government Procurement Agreement.

13.9 ASSIGNMENT OF ANTITRUST ACTIONS

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

- a) In submitting a bid to the State, Contractor offers and agrees that if the bid is accepted, it will assign to the State all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Bus. & Prof. Code, Chapter 2, commencing with § 16700 et seq.), arising from purchases of Goods, material or other items, or services by the supplier for sale to the State pursuant to the solicitation. Such assignment shall be made and become effective at the time the State tenders final payment to Contractor;
- b) If the State receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the State any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the

State as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and: (i) the assignee has not been injured thereby; or (ii) the assignee declines to file a court action for the cause of action.

13.10 EXECUTIVE ORDER N-6-22-RUSSIA SANCTIONS

Contractor shall comply with Executive Order N-6-22 ("EO") regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of the Contract. The State shall provide Contractor prior written notice of termination, allowing Contractor at least 30-Days to provide a written response. Termination shall be at the State's sole discretion.

13.11 NATIONAL LABOR RELATIONS BOARD CERTIFICATION

Contractor swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding 2-year period because of Contractor's failure to comply with an order of the National Labor Relations Board. This provision is required by and shall be construed in accordance with PCC Section 10296.

13.12 DRUG-FREE WORKPLACE CERTIFICATION

Contractor certifies that Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

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

13.13 SWEAT FREE CODE OF CONDUCT

Contractor certifies that no equipment, materials, or supplies furnished to the State pursuant to the Contract have been produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, in compliance with PCC Section 6108.

Contractor certifies that they adhere to the Sweat Free Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov. Contractor agrees to cooperate fully in providing reasonable access to its records, documents, agents or employees, or premises if reasonably required by authorized officials of the State, the Department of Industrial Relations, or the Department of Justice to determine Contractor's compliance with this provision.

13.14 DOMESTIC PARTNERS

For Contracts over \$100,000 executed or amended after January 1, 2007, Contractor certifies that they comply with PCC Section 10295.3.

13.15 RECYCLED CONTENT REQUIREMENTS

Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material in the Goods offered or sold to the State that fall under any of the statutory categories regardless of whether the Goods meets the requirements of PCC Section 12209. Contractor shall provide the certification, even if the Good contains no post-consumer recycled material, and even if the post-consumer content is unknown. With respect to printer or duplication cartridges that comply with the requirements of PCC Section 12156, subdivision (e), the certification required by this subdivision shall specify that the cartridges so comply (PCC, § 12205). The Buyer's officer may waive the certification requirements if the percentage of postconsumer material in the products, materials, goods, or supplies can be verified in a written advertisement, including, but not limited to, a product label, a catalog, or a manufacturer or vendor Internet web site. Contractors are to use to the maximum extent economically feasible in the performance of the Contract, recycled content products (PCC, § 12203, subd. (d)).

13.16 ELECTRONIC WASTE RECYCLING ACT OF 2003

To the extent the Contract involves the purchase or lease of electronic devices, Contractor certifies that it complies with the applicable requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with Section 42460 of the Public Resources Code. Contractor shall maintain documentation and provide reasonable access to its records and documents that evidence compliance.

13.17 FOUR-DIGIT DATE COMPLIANCE

Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables to the State. "Four Digit Date Compliant" Deliverables can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is

subject to the warranty terms and conditions of the Contract and does not limit the generality of warranty obligations set forth elsewhere herein.

13.18 COVENANT AGAINST GRATUITIES

Contractor certifies that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the State with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the State shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the State in procuring on the open market any items which Contractor agreed to supply shall be borne and paid for by Contractor. The rights and remedies of the State under this Section 13.18 are not exclusive and are in addition to any other rights and legal or equitable remedies.

13.19 EXPATRIATE CORPORATIONS

Contractor certifies that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC Sections 10286 and 10286.1 and is eligible to contract with the State.

13.20 COMMUNICATIONS ACT OF 1934

Contractor, in conducting its business as required by the Contract (including the Solicitation) and agreed to in the proposal, shall comply with the Communications Act of 1934, as amended (including, but not limited to, the Telecommunications Act of 1996 and subsequent Acts), and as interpreted and applied by the applicable regulatory authorities and courts and any applicable rules, regulations and decisions of the FCC and the CPUC.

SECTION 14. CONTRACTOR RESPONSIBILITIES

14.1 INSURANCE

Contractor shall maintain all commercial general liability insurance, workers' compensation insurance and any other insurance required under the Contract. Contractor shall furnish insurance certificate(s) evidencing required insurance coverage acceptable to the State, including endorsements

showing the State as an "additional insured" if required under the Contract. Any required endorsements requested by the State must be separately provided; merely referring to such coverage on the certificates(s) is insufficient for this purpose. When performing work on State owned or controlled property, Contractor shall provide a waiver of subrogation in favor of the State for its workers' compensation policy.

14.2 ACCIDENT PREVENTION

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

14.3 CONTRACTOR'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY

Contractor shall be liable for damages arising out of injury to the person or damage to the real or tangible property of the State, State employees, persons designated by the State for training, or any other person(s) other than agents or employees of Contractor, designated by the State for any purpose, prior to, during, or subsequent to the delivery, installation, acceptance and use of the Deliverables either at Contractor's site or at the State's place of business, provided that the injury or damage was caused by Contractor's fault or negligence.

Contractor shall not be liable for damages arising out of, or caused by, an alteration or an Attachment not made or installed by Contractor, or for damage to alterations or Attachments that may result from the normal operation and Maintenance of the Deliverables provided by Contractor during the Contract.

14.4 CONTRACTOR PERSONNEL

14.4.1 PERFORMANCE OF DUTIES ON-PREMISES

- a) When Contractor needs access to Customer's premises to perform the required Services under this Contract, Contractor personnel shall perform their duties during Customer's regular workdays and normal work hours, except as may be specifically agreed to otherwise by the Customer and Contractor.
- b) The State or applicable Customer reserves the right to disapprove the continuing assignment of Contractor personnel working on Customer premises. If the State or applicable Customer exercises this right, and Contractor cannot immediately replace the disapproved personnel, the State or applicable Customer agrees to an equitable adjustment in schedule or other terms that may be affected hereby.

14.4.2 CONTRACTOR PERSONNEL ASSIGNMENTS

- a) Contractor will make every effort consistent with sound business practices to honor the specific request of the State, or applicable Customer with regard to assignment of its employees. If a Contractor's employee is unable to perform due to illness, resignation or other factors beyond Contractor's control, Contractor will make every reasonable effort to provide suitable substitute personnel.
- b) Contractor represents that the individual designated as a Contract Manager in the Contract are, and promises that any subsequent Contract Manager shall be, experienced professionals, possessing the appropriate knowledge, skills and expertise to perform properly their assigned duties. If any Contract Manager is reassigned, or unable to perform the functions or responsibilities assigned to such person, Contractor shall promptly replace such person with another person at least as well qualified to perform such functions and responsibilities as the person being replaced, and the State shall have the right to interview (in the presence of a Contractor representative) and provide input to Contractor concerning each such replacement.

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

14.4.3 NON-EXCLUSIVE RELATIONSHIP

Contractor personnel providing Services under this Contract may perform similar Services from time to time for others, subject to the above paragraph. This Contract shall not prevent Contractor from performing such similar Services or restrict Contractor from using the personnel provided to the State under this Contract, provided that such use does not conflict with the performance of Services under this Contract.

14.5 CONTRACTOR COMMITMENTS AND REPRESENTATIONS

Any written commitment by a duly authorized representative of Contractor within the scope of this Contract shall be binding upon Contractor. Failure of Contractor to fulfill any such commitment shall render Contractor liable for performance deficiency charges or other damages due to the State as set forth herein.

14.6 UNANTICIPATED TASKS

For OSTP Contracts only

Unless otherwise specified in the Statement of Work:

14.6.1 UNLISTED, INHERENT TASKS

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

14.6.2 UNANTICIPATED TASKS

- a) In the event that any other work must be performed which was wholly unanticipated and is not specified in the Statement of Work, but which in the opinion of both parties is necessary to the successful accomplishment of the general scope of work outlined for particular Deliverable(s), the procedures outlined in this Section will be employed.
- b) For each item of wholly unanticipated work not specified in the Statement of Work, a Work Authorization will be prepared. An unanticipated task amounts over 10% of the base Contract must be approved by OSTP.
- c) The Parties to this Contract agree that all of the terms and conditions of this Contract shall remain in force with the inclusion of any such Work Authorization. Such Work Authorization shall in no way constitute a Contract other than as provided pursuant to this Contract and shall not in any way amend or supersede any of the other provisions of this Contract.
- d) Each Work Authorization shall consist of a detailed statement including (i) a justification of the need for the wholly unanticipated work, (ii) a description of the work to be accomplished by Contractor, (iii) the job classification or approximate skill level of the personnel to be made available by Contractor, (iv) an identification of all significant material to be developed by Contractor and delivered to the State, (v) an identification of all significant material to be delivered by the State to Contractor, (vi) an estimated time schedule for the provision of the work by Contractor, (vii) completion criteria for the work to be performed, (viii) the name or identification of Contractor personnel to be assigned, (ix) Contractor's estimated work hours per person (or estimated subtotal of rates and charges per Deliverable(s)) required to accomplish the work, (xi) Contractor's billing rates per work hour per person (or estimate rates and charges per unit for Deliverable(s)) required to accomplish the work, and (xii) Contractor's estimated total cost of the Work Authorization.
- e) All Work Authorizations must be in writing prior to beginning work and signed by Contractor and the State.

- f) The State has the right to require Contractor to stop or suspend work on any Work Authorization pursuant to the provisions of Section 18.1, Stop Work, of this Contract.
- g) For any unanticipated tasks approved through a Work Authorization, personnel resources will not be expended (at a cost to the State) on task accomplishment in excess of estimated work hours required unless the procedure below is followed:
 - i. If, in the performance of the work, Contractor determines that a Work Authorization to be performed under this Contract cannot be accomplished within the estimated work hours, Contractor will immediately notify the State in writing of Contractor's estimate of the work hours which will be required to complete the Work Authorization in full. Upon receipt of such notification, the State may elect to:
 - a. Authorize Contractor to expend the estimated additional work hours in excess of the original estimate necessary to accomplish the Work Authorization (such an authorization will not be unreasonably withheld),
 - b. Terminate the Work Authorization, or
 - c. Alter the scope of the Work Authorization in order to define tasks that can be accomplished within the remaining originally estimated work hours.
 - ii. The State will notify Contractor in writing of its election with respect to the excess work hours within seven (7) calendar days after receipt of Contractor's notification. If the notice of the election is given to proceed, Contractor may expend the estimated additional work hours. The State agrees to reimburse Contractor for such additional work hours.

14.7 REPORTS, DATA AND INVENTORY

- a) Contractor shall provide all reports required by this Contract or otherwise requested by State. Upon the State's request, at intervals and for any reason related to the Contract and the Deliverables provided under the Contract, during the Contract term, Contractor shall provide to the State all data and documentation and all other

information as requested by State. The export data formats and storage media type will be defined by the State.

- b) Unless otherwise specified in the Statement of Work, Contractor agrees to provide monthly fiscal management reports identifying Services in accordance with this Contract.

14.8 SUBCONTRACTORS

Unless otherwise specified in the Statement of Work:

14.8.1 AUTHORIZED SUBCONTRACTORS

Contractor shall not subcontract all or any part of the Service without the prior written consent of the State, which will not be unreasonably withheld; provided, however, that Contractor may subcontract for internal infrastructure support, not specifically for this Contract, without notice to or consent from the State.

14.8.2 PERFORMANCE OF SERVICES BY SUBCONTRACTORS

- a) Each subcontractor will perform only the specific Services described with regard to such subcontractor in a written request submitted by Contractor to the State when seeking such consent; and no change may be made to the specific Services performed by a particular subcontractor, and no substitution, replacement, or change of subcontractors may be made, without the advance written consent of the State, which will not be unreasonably withheld. All performance of Services by each subcontractor shall at all times be in accordance with the terms and conditions of this Contract.
- b) Contractor covenants that its arrangements with subcontractors shall not prohibit or restrict any such subcontractor from, at any time, entering into direct agreements with the State. The State's consent with respect to Contractor's use of a particular proposed subcontractor, shall be given or withheld in writing within Contractor's reasonably requested timeframe, and, if such consent is withheld, the State's notice thereof to Contractor shall set forth the reasons for such withholding of consent.

- c) If the State determines in good faith and in a commercially reasonable manner that the performance or conduct of any subcontractor is unsatisfactory, the State may notify Contractor of its determination in writing, indicating the reasons therefore, in which event Contractor shall promptly take all necessary actions to remedy the performance or conduct of such subcontractor or to replace such subcontractor by another third party or by Contractor personnel.

14.8.3 SUPERVISION AND JOINTLY AND SEVERALLY LIABLE

Nothing contained in the Contract, or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve Contractor of Contractor's responsibilities and obligations hereunder. Contractor shall be solely and exclusively responsible for supervising the activities and performance of each subcontractor and of persons either directly or indirectly employed by the subcontractor as it is for the acts and omissions of persons directly employed by Contractor. Contractor and each such subcontractor shall be jointly and severally responsible for any act or omission of such subcontractor engaged to provide Deliverables, requirements, and Services under this Contract. Notwithstanding the fact that a subcontractor may be the party actually performing a particular Service or providing a particular Deliverable hereunder, Contractor shall at all times: (i) constitute the primary obligor for all of Contractor's duties and obligations hereunder; and (ii) be liable and responsible as a principal for the performance of all of the duties and obligations of Contractor hereunder that Contractor may elect to subcontract to any of its subcontractors or to any other third party. Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to Contractor. As a result, the State shall have no obligation to pay any moneys to any subcontractor.

14.9 CONTRACTOR COMMUNICATIONS

14.9.1 MEETINGS

Unless otherwise specified in the Statement of Work:

During the Term, representatives of the State and Contractor shall meet periodically or as requested by the State to discuss matters arising under this Contract. Contractor shall bear its own costs in connection with its attendance and participation in such meetings.

14.10 UNITED STATES (U.S.) BASED SERVICES

Unless otherwise specified in the Statement of Work:

14.10.1 SERVICES LOCATION

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

14.10.2 PERSONNEL LOCATION

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

SECTION 15. INVOICES, PAYMENT AND TAXES; AUDIT

15.1 INVOICES

15.1.1 INVOICE REQUIREMENTS

- a) Any approved Service taxes, fees, surcharges and surcredits shall be separately identified on each invoice as applicable.
- b) Each invoice shall be in the form specified by the State (including whether issued as a single, aggregate invoice or separate invoices for different Services or entities) and shall (i) comply with all applicable legal, regulatory and accounting requirements, (ii) allow a Customer to validate volumes and charges, (iii) permit a Customer to chargeback internally, and (iv) meet the State's billing requirements in accordance with the Statement of Work.

- c) Invoices with a name other than that established in the original Contract (including approved Subcontractors or Affiliates) cannot be paid prior to execution of a Contract Amendment.
- d) The data underlying each invoice shall also be delivered to a Customer electronically in a form and format specified in the Statement of Work but also the format shall be compatible with all other applicable State's accounting systems as necessary.
- e) Invoices for all contracted Deliverables shall not be subject to late payment charges prior to the Contract defined due date.

15.1.2 ACCEPTANCE

- a) Acceptance procedures to initiate payments will be as set forth in the Customer's Scope of Work or Ordering Documents. A Customer shall be deemed to have accepted each Deliverable either (i) upon its issuance of written notice of such acceptance or (ii) thirty (30) calendar days after the Installation Date (collectively "Acceptance"), unless otherwise specified in the Scope of Work or at or before the time the Customer gives Contractor written notice of rejection or requests additional time. No payment will be due before Acceptance thereof, except to the extent required by progress payment terms and/or progress payment requirements in the Statement of Work, if applicable.
- b) Any notice of rejection will explain how the Deliverable fails to substantially conform to the functional and performance specifications of the Statement of Work and the Customer's Scope of Work. Contractor will, upon receipt of such notice, investigate the reported deficiency and exercise reasonable best efforts to remedy it promptly. The Customer, in its sole discretion, will have the option to re-perform the Acceptance Test. If Contractor is unable to remedy the deficiency within thirty (30) calendar days of notice of rejection, the Customer shall have the option of terminating for default the Ordering Document that relates to such Deliverable, or accept a substitute Deliverable or other remedy provided in the SOW business requirements. the State, at its sole discretion, shall have the option to terminate in part or in full the Contract for default

if Contractor is unable to remedy the deficiency as described above.

15.2 REQUIRED PAYMENT DATE

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

15.3 TAXES

15.3.1 SERVICE TAXES, FEES, SURCHARGES AND SURCREDITS

- a) The State government Customers of this Contract shall be subject to service taxes, fees, surcharges and surcredits that are mandated by the government of the State of California (including the CPUC), and the federal government (including the FCC), as applicable. The Non-State Customers shall be subject to Service taxes, fees, surcharges and surcredits mandated by the State and federal governments, and also as mandated by California local government jurisdictions and political subdivisions, as applicable. Mandates in effect at the time of award and as hereafter mandated may be recovered from Customers of the applicable Service.
- b) The State reserves the right to verify, and if necessary, challenge Contractor and the applicable regulatory authority, the application by Contractor of Service taxes, fees, surcharges, and surcredits referred to in subsection (a) above. Should the State consider the application of such items to be inappropriate, the State and Contractor shall meet and confer regarding the applicability of such items. If thereafter a dispute exists regarding the proper application of such items, the Parties may resolve such disputes in accordance with Section 17 (Dispute Resolution). Either party may seek guidance or clarification from the applicable regulatory authority regarding the appropriate application of such items. If the application of such items is deemed inappropriate by the regulatory authority,

Contractor shall cease or revise the application of such items and, if appropriate, issue retroactive credits to the impacted Customer(s).

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

15.3.2 USE TAX COLLECTION

Contractor shall comply with Section 7101 of the Revenue and Taxation Code. Contractor shall immediately notify the State in writing of any change in its retailer's seller's permit, certification of registration, applicable affiliate's seller's permit or certificate of registration as described in PCC Section 10295.1.

15.4 EXAMINATION AND AUDIT

Unless otherwise specified in the Statement of Work:

15.4.1 EXAMINATION AND AUDIT OF RECORDS

- a) Without limiting any examination or audit rights, or other rights of the State set forth in the Contract, Contractor agrees that the State, or its designated representative, shall have the right, at any tier or level, to audit, review and copy any records and supporting documentation pertaining to performance of and invoicing under this Contract.
- b) Contractor agrees to maintain such records for possible audit for a minimum of four (4) years after final payment and five (5) years for Federal Universal Service Fund ("E-rate") funded projects, unless a longer period of records retention is stipulated or required by law.
- c) Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees or others who might reasonably have information related to such records. The State agrees to take all reasonable steps to ensure that such information is not disclosed to third parties, subject to the California Public Records Act or other lawful process (e.g. in response to a subpoena).
- d) For avoidance of doubt, audits may include those conducted by personnel of the State, or its designated representative, in performance of Contract oversight responsibilities in reviewing invoices, monthly fiscal management or other required reports, as well as the application of Service taxes, fees, surcharges and surcredits on invoices.
- e) Subject to Section 17 (Dispute Resolution), if an audit reveals that Contractor has overcharged the State or Customers for Deliverable(s) during the period to which the audit relates, then Contractor shall promptly refund such overcharges to the State or Customer as appropriate or provide a credit equal to the amount of such overcharge plus interest from the date of Contractor's receipt of such overcharge at a rate which is consistent with the rate provided in the California Prompt Payment Act, Government Code Section 927 et seq. If the amount of the overcharge (offset by any undercharges revealed by such audit) is more than five percent (5%) of Contractor's charges to the State or Customer for such Deliverable(s) for such period, the reasonable cost of such audit

(including any imputed costs of the State for audits performed by the State itself) shall be borne by Contractor.

- f) If any audit reveals an inadequacy or insufficiency of Contractor's performance, including performance in connection with any security obligations of Contractor as set forth in this Contract, Contractor shall promptly develop and provide to the State, for approval, a reasonable and detailed corrective action plan and promptly thereafter implement such plan in accordance with its terms. In addition, the cost of such audit, and subsequent related audits or audit activity, shall be borne by Contractor in the event that: (i) the State specifically identifies a particular deficiency with respect to Contractor's performance of any particular Deliverable; and (ii) Contractor either denies or fails to cure such identified deficiency within thirty (30) calendar days. Further, Contractor agrees to include an equivalent right of the State to audit records and interview staff in any subcontract related to performance of and invoicing under this Contract.
- g) Notwithstanding anything to the contrary in this Section, the State or any auditing body or its designated representative, agrees that it will not exercise the audit rights described in this Section more than once per calendar year, however, any follow-up reviews or other investigations related to an audit initiated under this Section may be conducted at any time and upon reasonable notice.
- h) Where Contractor conducts an internal audit of Contractor's performance under this Contract which shows any significant failures by Contractor to meet its obligations hereunder, Contractor shall provide to the State a written summary describing in reasonable detail such findings of such internal audit.
- i) Contractor agrees that (i) the State or its designees will have the right to obtain, copy and review all billing records of public or local government entities purchasing under this Contract, provided that notice of such rights is included within the Authorization to Order (ATO) used by non-State Agencies Buyers purchasing under the Contract; and (ii) the State may forward audit results showing call rate discrepancies to the CPUC.

15.5 SOFTWARE LICENSE AUDIT

15.5.1 AUDIT REQUIREMENTS

The State is responsible for monitoring compliance with the terms and conditions of use for any licensed Software delivered pursuant to the Contract. The State agrees that, upon 45 days' prior written notice, Contractor or an independent third party designated by Contractor, may audit the State's compliance with applicable license requirements. License audits requiring on-site presence at the State's facilities shall require the State's express written consent, which shall not be unreasonably withheld. Contractor agrees to limit such license audits to one audit per calendar year. The State, Contractor or independent third party shall cooperate in good faith with such audit, which Contractor agrees will be confidential, and commercially reasonable in scope and duration. Each Party shall bear its own costs for such license audits (including the cost of any independent third parties).

15.5.2 REVIEW OF AUDIT FINDINGS

The State shall have the opportunity to review the results of any license audit and, within 60 Days of receiving such results, shall notify Contractor of any disputed findings. Should the State dispute any findings, the Parties shall work in good faith to resolve the matter and, if the Parties are unable to resolve the matter after 30 Days, Contractor may initiate the dispute resolution process described in Section 17 (Dispute Resolution). If the State accepts the audit findings, within 60 Days of receiving such results, the State shall order sufficient quantities of licenses at the contracted rate.

15.6 CLOUD SERVICE OVERAGE CHARGES

This 15.5 Cloud Service Overage Charges Section does not apply to CALNET Contracts.

15.6.1. NOTIFICATION REQUIREMENT

- a) Contractor shall promptly notify the State when the State's usage of Cloud Services reaches the percentage of the allocated limit specified in the Contract. Such notification will include an estimate of potential Cloud Services Overage Charges based on projected

usage and recommendations for managing or reducing usage. Overages shall be billed at the Contract price.

- b) Upon the State's usage of Cloud Services exceeding the maximum amount allocated within the Contract, Contractor shall promptly notify the State. Such notice shall include an estimate of the amount of usage of Cloud Services in excess of the maximum allocated amount specified in the Contract, as well as an estimate of the Cloud Service Overage Charges based on the exceedance.

15.6.2 REVIEW AND ADJUSTMENT

The State shall have the opportunity to review the notification of any Cloud Service Overage Charges and, within 60 Days of receiving such notification, shall notify Contractor of any disputed findings. Should the State dispute any of the findings included in the notice, the Parties shall work in good faith to resolve the matter and, if the Parties are unable to resolve the matter after 30 Days, Contractor may initiate the dispute resolution process described in Section 17 (Dispute Resolution). If the State accepts the notification, within 60 Days of receiving such notification, the Parties shall amend the Contract to account for the additional Cloud Services usage.

15.6.3 CAP ON CLOUD SERVICES OVERAGE CHARGES

The maximum amount of Cloud Services Overage Charges that may be incurred by the State shall not exceed the amount specified in the Statement of Work.

15.6.4 CLOUD SERVICES STOP WORK

If the Cloud Services Overage Charges exceed the cap specified above, the State may issue a Stop Work order to prevent further charges until a resolution is reached.

15.7 PRICE GUARANTEE PERIOD

Contractor shall provide the State with the immediate benefit of any decrease in market pricing or allowable discount for Goods or Services. Additionally, for the CALNET Contracts only, the Parties may negotiate

Individual Price Reductions ("IPR") as described in Section 15.13 below or the SOW, as applicable.

15.8 SET-OFF RIGHTS

Notwithstanding anything to the contrary in this Contract, and in addition to the other rights of the State or the applicable Customer hereunder with respect to disputing invoices or withholding amounts, the State or the applicable Customer, in its sole discretion, may set off against any and all amounts otherwise payable to Contractor pursuant to any of the provisions of this Contract: (a) any and all amounts claimed by the State or the applicable Customer in good faith to be owed by Contractor to the State or the applicable Customer pursuant to any of the provisions of this Contract; and (b) any and all amounts that the State or the applicable Customer believes in good faith that it does not owe to Contractor pursuant to any of the provisions of this Contract. Within 20 calendar days after any such set-off by the State or applicable Customer, the State or applicable Customer shall provide Contractor with a written accounting of such set-off, a written statement of the reasons therefore, and a reasonable opportunity to meet and discuss the claimed set-off. In the event Contractor does not agree with the set-off applied, Contractor or applicable Customer may contact the CDT to seek equitable resolution or exercise its rights under applicable law.

15.9 CHARGES

Unless otherwise specified in the Statement of Work,

15.9.1 MINIMUM CHARGES

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

15.9.2 INVOICING AND CHARGES OF UNRELATED SERVICES

Contractor agrees that Services not identified in this Contract may not be provided nor charged to any Customer pursuant to this Contract, but that Contractor may use the invoicing process of this Contract so as to allow for invoicing of Services not related to this Contract, provided that such items are clearly identified as not related to this Contract.

15.9.3 COMPLIANCE WITH MOST FAVORED NATIONS CLAUSE

Contractor agrees that the charges shall comply with Section 15.14, "Most Favored Nation" Status of State.

15.10 ADMINISTRATIVE FEE

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

15.10.1 ADMINISTRATIVE FEE DETERMINATION, PAYMENT AND USE

CDT shall be authorized to establish a fee-based access to applications, data, documentation or Services provided under the Contract, provided that the administrative fees are established on a cost recovery basis and not for profit. Contractor agrees to pay CDT an administrative fee as required and established by CDT. The administrative fee shall be used to fund only the CDT activities, or the CDT funded CDT offices and activities. CDT is entitled to an administrative fee increase in order to achieve cost recovery of the CDT program operations. The administrative fee will be based on the CDT costs to manage this Contract as well as perform other mandated functions and may be adjusted annually or as otherwise deemed necessary by the State, based on fiscal year projected requirements, upon reasonable notice to Contractor. Administrative fees shall be determined upon Contract award.

15.10.2 INVOICING, COLLECTION AND REMITTANCE

Contractor will bill, collect and remit a Contract administrative fee to CDT as set forth in the Statement of Work. The administrative fee may be applied to any and all contracted items. This fee shall appear separately on the Customer's invoice. The administrative fee reimbursement amount shall appear on the detailed fiscal management reports referenced in this Contract to be delivered to the CDT.

15.11 PRICING AND SERVICE REVIEW

For the purpose of maintaining competitiveness throughout the Contract term, Contractor agrees to a joint review of its pricing and the Goods or Services functionality at the State's request, no more frequently than annually, to ensure the State and its Customers will receive cost-competitive and

technologically competitive Goods and Services. The State shall notify Contractor in writing of any pricing adjustments and Goods or Service related issues as a result of the analysis. Contractor shall have 15 calendar days to confirm and respond to the State's request for pricing reductions or other Goods or Service related changes. The effective date for the mutually agreed rate(s) shall be 15 calendar days from written notification by the State. Once an amendment has been issued, Contractor shall issue rebates or billing credits back to the effective date of the new rate(s). Contractor agrees that requests for amendments to this Contract to reduce statewide rates may be submitted throughout the term.

15.12 GOODS AND SERVICES COSTS

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

15.13 INDIVIDUAL PRICE REDUCTIONS

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

15.14 "MOST FAVORED NATION" STATUS OF STATE

Unless otherwise specified in the Contract, Contractor agrees to give State or CDT the "Most Favored Nation" status, in that Contractor agrees that no other similarly situated public customer of Contractor or any of its affiliates will receive rates for a substantially similar Goods, Service, or suite of Services, offered under substantially similar terms and conditions that are lower than the statewide rates provided hereunder when the volume of business from the other public customer is equal to or less than the volume of the business

delivered under this Contract. Contractor agrees to promptly bring to the State or CDT's attention instances in which other public customers of Contractor or any of its affiliates may receive lower rates for substantially similar Services. For comparison purpose, all rates used for comparison shall not include administrative fees, service taxes, use tax, fees, surcharges, or surcredits (Section 15.10, Administrative Fee, or Section 15.3.1, Service Taxes, Fees, Surcharges, and Surcredits). If Contractor or its affiliates offer lower rates to any other public customer for the same or a substantially similar Goods, Service, or suite of Services, offered under substantially similar terms and conditions, Contractor shall adjust the Contract rates prospectively to match or beat such rates. If Contractor offers a bundled package of Deliverables under substantially similar terms and conditions to other public customers at a rate lower than the rate(s) charged for such Deliverables provided under this Contract, State or CDT reserves the right to amend the Contract to add a similarly bundled package of Deliverables at such lower rate. At the end of each Contract year, an executive level officer with authority to represent Contractor shall certify in writing to State or CDT that Contractor has complied with this provision. If Contractor is not in compliance with this Section, Contractor and State or CDT shall make adjustments or payment as necessary and described Section 20.8 (Liquidated Damages) or Section 15.11 (Pricing and Service Review), as applicable. Nothing herein shall be construed to require Contractor to offer, provision, or sell Goods or Services in a manner that conflict with applicable laws or regulations.

15.15 FEDERAL UNIVERSAL SERVICE FUND

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

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

- d) Provide Contract telecommunications Services to public entities qualified for Universal Service Fund Support and pre-approved by CDT for use of Contract Services.

15.16 STATE COST RECOVERY

The State is authorized to provide fee-based access to an application built upon Software, hardware, Services or Documentation to eligible Customers through a website, internet service or otherwise, provided that the fees are established on a cost recovery basis.

SECTION 16. TERMINATION

16.1 TERMINATION FOR NON-APPROPRIATION OF FUNDS

16.1.1 NON-APPROPRIATION OF FUNDS

The State's obligation to proceed with the Contract is contingent on the appropriation of funds for such purpose by the California Legislature or, if applicable, the United States Congress. The State will have the right to terminate the Contract without damage, penalty, cost, or further obligation in the event funding is not appropriated, and Contractor agrees to take back any affected Goods supplied under the Contract and terminate any Services supplied to the State under this Contract. The State and Contractor shall agree to take all reasonable steps to prioritize work and minimize the incurrence of costs prior to the expiration of funding for the Contract.

16.1.2 RETURN OF UNPAID COMMERCIAL HARDWARE AND SOFTWARE

IF TERMINATION OCCURS UNDER THIS SECTION, THE STATE SHALL RETURN TO CONTRACTOR COMMERCIAL HARDWARE AND SOFTWARE THAT HAS NOT BEEN PAID FOR IN SUBSTANTIALLY THE SAME CONDITION IN WHICH DELIVERED TO THE STATE, SUBJECT TO NORMAL WEAR AND TEAR. THE STATE SHALL PAY FOR PACKING, CRATING, AND TRANSPORTATION TO CONTRACTOR'S NEAREST FACILITY AND SHALL REIMBURSE CONTRACTOR FOR EXPENSES INCURRED FOR CONTRACTOR'S ASSISTANCE IN SUCH PACKING AND CRATING.

16.2 TERMINATION FOR CONVENIENCE

16.2.1 TERMINATION FOR CONVENIENCE NOTICE

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

16.2.2 EFFECT OF TERMINATION FOR CONVENIENCE

After receipt of a Termination Notice, and except as directed by the State, Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this Section. Contractor shall:

- a) Stop work as specified in the Termination Notice (except as required by any Disentanglement);
- b) Place no further subcontracts for Goods, materials, Services, or facilities, except as necessary to complete the continuing portion of the Contract;
- c) Terminate all subcontracts to the extent they relate to the work terminated; and
- d) Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts.

16.2.3 TERMINATION PROPOSAL

After termination, Contractor shall submit a final termination settlement proposal to the State and Customer in the form and with the information prescribed by the State. Contractor shall submit the proposal promptly, but no later than 90 days after the Termination Date, unless otherwise provided in the Termination Notice. Contractor and the State may agree upon the

whole or any part of the amount to be paid as requested under Section 16.2.4 below.

16.2.4 PAYMENTS IN EVENT OF TERMINATION.

Unless otherwise specified in the Statement of Work, upon the termination for convenience, the State shall have no obligation to pay the Contractor any amount other than, in accordance with the terms of the Contract, the agreed upon price for Deliverables accepted by the State.

16.3 TERMINATION FOR DEFAULT

16.3.1 NOTICE FOR DEFAULT REQUIREMENTS

Subject to Section 20.3 (Force Majeure) and to Section 16.3.2 below, CDT may, by written notice of default to Contractor, terminate the Contract, in whole or in part, if Contractor fails to:

- a) Deliver or perform the Deliverables within the time specified in the Contract or any amendment thereto;
- b) Make progress, so that the lack of progress endangers performance of this Contract; or
- c) Perform any of the other provisions of this Contract.

The State's right to terminate this Contract under this Section may be exercised if the failure constitutes a material breach of the Contract and Contractor fails to cure such default within the time stated in the cure notice, which in no event will be less than fifteen (15) Days, unless otherwise specified in the Statement of Work.

16.3.2 EFFECT OF TERMINATION FOR DEFAULT

- a) If the State terminates the Contract in whole or in part for default pursuant to this Section:
 - i. The State may acquire, under the terms and in the manner the State considers appropriate, Deliverables similar to those terminated and Contractor will be liable to the State for any excess costs for those Deliverables, including without limitation

costs charged by third party vendors for such Deliverables. However, Contractor shall continue the work not terminated.

- ii. The State may require Contractor to transfer title, or in the case of licensed Software, license, and deliver to the State, as directed by the State, any: 1) completed Deliverables; 2) partially completed Deliverables; and 3) subject to Section 16.3.3 below, any other Deliverables related to the terminated portion of the Contract.
- b) Nothing in this Section will be construed to grant the State rights to Deliverables that it would not have received had the Contract been fully performed. Upon direction of the State, Contractor shall also protect and preserve property in its possession in which the State has an interest.

16.3.3 PAYMENT IN THE EVENT OF DEFAULT

- a) The State shall pay the Contract price for completed and accepted Deliverables and items the State requires Contractor to transfer under Section 16.3.2 above. Subject to the State's rights and remedies under the Contract. Unless otherwise specified in the Statement of Work, Contractor and the Buyer shall attempt to agree on the amount of payment for Deliverables accepted by the State for the protection and preservation of the property; provided that where Contractor has billed the State for any Deliverables, no additional charge will apply. Failure to agree will constitute a dispute under Section 17 (Dispute Resolution). The State may withhold from these amounts any sum it determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.
- b) If, after termination, it is determined by a final decision that Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the State.

16.3.4 RIGHTS AND REMEDIES OF STATE FOR DEFAULT

- a) In the event any Deliverables should fail to conform to the contractual requirements herein or to the sample submitted by

Contractor (if applicable), the State may reject the same, and Contractor shall reclaim and remove the Goods promptly (including providing the State with the appropriate instructions for returning the Goods), or correct the performance of the Services, without expense to the State, and immediately replace all such rejected Goods or re-perform Services, as applicable, with Deliverables conforming to the Contract.

- b) In addition to any other rights and remedies the State may have, the State may require Contractor, at Contractor's expense, to ship Goods via air freight or expedited routing to avoid or minimize actual or potential delay if the delay is the fault of Contractor. Any loss or damage sustained by the State in procuring any items which Contractor agreed to supply shall be borne and paid for by Contractor, (but subject to the clause titled "Limitation of Liability").
- c) The State reserves the right to offset the reasonable cost of all damages caused to the State against any outstanding invoices or amounts owed to Contractor or to make a claim against Contractor therefore.
- d) Both parties, upon any termination for default, have a duty to mitigate the damages suffered by it. The rights and remedies of the State in this Section are in addition to any other rights and legal or equitable remedies available under law, or provided under this Contract, subject to Section 12 (Limitation of Liability).

SECTION 17. DISPUTES

17.1 NOTICE OF POTENTIAL DISPUTES

Unless otherwise specified in the Statement of Work, before communicating any interpretation of this Contract to any entity receiving or eligible to receive Deliverables under this Contract regarding CDT or any Customer's alleged violation or breach of this Contract, Contractor shall first provide written notice of such interpretation to CDT.

17.2 DISPUTE RESOLUTION

17.2.1 INFORMAL DISPUTE RESOLUTION

The parties shall deal in good faith and attempt to resolve potential disputes informally.

17.2.2 FORMAL DISPUTE RESOLUTION

a) Buyer and Contractor Dispute Resolution Regarding Buyer Purchases

If the dispute persists, Contractor shall submit to the Buyer's Department Director or designee a written demand for a final decision regarding the disposition of any dispute between the Parties regarding the Contract. Contractor's written demand shall be fully supported by factual information, and if such demand involves a cost adjustment to the Contract, Contractor shall include with the demand a written statement signed by an authorized person indicating that the demand is made in good faith, that the supporting data are accurate and complete and that the amount requested accurately reflects the Contract adjustment for which Contractor believes the State is liable. The Buyer's Department Director or designee shall have thirty (30) Days after receipt of Contractor's written demand invoking this Section, to render a written decision. If a written decision is not rendered within thirty (30) Days after receipt of Contractor's demand, it shall be deemed a decision adverse to Contractor's contention.

b) CDT and Contractor Dispute Resolution Regarding Buyer Purchases

- i. If Contractor is not satisfied with the decision of the Buyer's Department Director or designee, Contractor may appeal the decision, in writing, within fifteen (15) Days of its issuance (or the expiration of the thirty (30) Day period if no decision is rendered by Buyer), to CDT, Deputy Director, OSTP, or designee, who shall have thirty (30) Days to render a final decision. CDT OSTP Deputy Director, or designee may extend the time to issue a final decision, in their sole discretion, by written notification to Contractor. The time to issue a final decision shall not exceed sixty (60) days. If Contractor does not appeal the decision of the

Buyer's Department Director or designee, the decision shall be conclusive and binding regarding the dispute and Contractor shall be barred from commencing an action in court, or with the Government Claims Board, for failure to exhaust Contractor's administrative remedies.

- ii. Any final decision of the CDT shall be expressly identified as such, shall be in writing, and shall be signed by CDT OSTP Deputy Director, or designee if an appeal was made. If the CDT OSTP Deputy Director, or designee fails to render a final decision within thirty (30) Days after receipt of Contractor's appeal for a final decision, or sixty (60) Days after receipt of Contractor's appeal for a final decision if the time to issue a final decision is extended, then the failure to render a final decision shall be deemed a final decision adverse to Contractor's contentions.
- iii. CDT's final decision shall be conclusive and binding regarding the dispute unless Contractor commences an action, in the appropriate forum to contest such decision within sixty (60) Days following the date of the final decision. Contractor shall exhaust all administrative remedies, as applicable, prior to commencing an action in the appropriate forum.

c) CDT and Contractor Dispute Resolution Regarding CDT Purchases

For disputes involving purchases made by CDT, Contractor shall submit to the CDT Department Director or designee a written demand for a final decision, which shall be fully supported in the manner described in subsection a) above. The CDT Department Director or designee shall have thirty (30) Days to render a final decision. If a final decision is not rendered within thirty (30) Days after receipt of Contractor's demand, it shall be deemed a final decision adverse to Contractor's contention. The final decision shall be conclusive and binding regarding the dispute unless Contractor commences an action in the Government Claims Board to contest such decision within sixty (60) Days following the date of the final decision.

d) Performance During Dispute Resolution

Pending the final resolution of any dispute arising under, related to or involving this Contract, Contractor agrees to diligently proceed with the performance of the Contract in accordance with the State's instructions regarding this Contract, unless work is stopped pursuant to Section 18 (Stop Work), or by mutual written agreement. Contractor's failure to diligently proceed in accordance with the State's instructions regarding this Contract shall be considered a material breach of this Contract.

SECTION 18. STOP WORK

18.1 STOP WORK

The State may, at any time, by written Stop Work Order to Contractor, require Contractor to stop all, or any part, of the work called for by this Contract for a period up to ninety (90) Days after the Stop Work Order is delivered to Contractor, and for any further period to which the Parties may agree. The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this Section. Upon receipt of the Stop Work Order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within a period of ninety (90) Days after a Stop Work Order is delivered to Contractor, or within any extension of that period to which the Parties shall have agreed, the State shall either: (a) cancel the Stop Work Order; or (b) terminate the work covered by the Stop Work Order as provided for in Section 16.2 (Termination for Convenience) or Section 16.3 (Termination for Default).

18.2 CANCELLATION OR EXPIRATION OF STOP WORK ORDER

18.2.1 ADJUSTMENTS FOR CANCELED OR EXPIRED STOP WORK ORDER

If a Stop Work Order issued under this Section is canceled or the period of the Stop Work Order or any extension expires, Contractor shall resume work. The State shall make an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract shall be modified, in writing, accordingly, if: (a) the Stop Work Order results in an increase in the time required for, or in Contractor's cost properly allocable to the performance

of any part of this Contract; and (b) Contractor asserts its right to an equitable adjustment within sixty (60) Days after the end of the period of work stoppage; provided, that if the State decides the facts justify the action, the State may receive and act upon a proposal submitted at any time before final payment under the Contract.

18.2.2 PAYMENT RELATED TO A RETAINED STOP WORK ORDER

If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated pursuant to Section 16.2 (Termination for Convenience), the State shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.

18.2.3 NO LIABILITY FOR LOSS OF PROFIT

The State shall not be liable to Contractor for loss of profits because of a Stop Work Order issued under this Section.

SECTION 19. SMALL BUSINESS PARTICIPATION AND DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION REPORTING REQUIREMENTS

THE FOLLOWING PROVISIONS ARE REQUIRED BY LAW AND CANNOT BE EDITED OR REMOVED FROM THE CONTRACT.

19.1 SMALL BUSINESS PARTICIPATION

If, for this Contract, Contractor made a commitment to achieve small business ("SB") participation, then Buyer requires Contractor upon completion of this Contract (or within such other period as may be specified elsewhere in the Contract) to report the actual percentage of SB participation that was achieved. (Govt. Code, § 14841).

19.2 DVBE PARTICIPATION

For purposes of this Section 19.2 only, "Prime Contractor" means the same as Contractor as defined in the Contract.

19.2.1 DVBE CRITERIA

If, for this Contract, Contractor made a commitment to achieve the disabled veteran business enterprise ("DVBE") participation goal, then, pursuant to Military & Veterans Code, Section 999.5, subdivision (d), upon completion of the Contract, Buyer will require Contractor to certify using the Prime Contractor's Certification – DVBE Subcontracting Report (STD 817), all of the following:

- a) The total amount the Prime Contractor received under the Contract;
- b) The name, address, Contract number and certification ID number of the DVBE(s) that participated in the performance of the Contract;
- c) The amount and percentage of work the Prime Contractor committed to provide to one or more DVBE(s) under the requirements of the Contract and the total payment each DVBE received from the Prime Contractor;
- d) That all payments under the Contract have been made to the DVBE(s); and
- e) The actual percentage of DVBE participation that was achieved.

19.2.2 DVBE PROOF OF PAYMENT

Upon request, the Prime Contractor shall provide proof of payment for the work as required as 19.2.1 DVBE Criteria (d).

19.2.3 WITHHOLDING FROM FINAL PAYMENT

Until Contractor complies with the certification requirements above, Buyer will withhold \$10,000 from the final payment, or the full final payment if less than \$10,000. A Contractor that fails to comply with the certification requirement shall, after written notice from Buyer, be allowed to cure the defect. Notwithstanding any other law, if, after at least 15 Days but not more than 30 Days from the date of written notice, the Prime Contractor refuses to comply with the certification requirements, Buyer shall permanently deduct \$10,000 from the final payment, or the full payment if less than \$10,000. (Mil. & Vets. Code, § 999.7).

19.2.4 COMPLIANCE WITH DVBE PROGRAM

Contractor shall comply with the rules, regulations, ordinances, and statutes that apply to the DVBE program as defined in Section 999 of the Military & Veterans Code, including, but not limited to, the requirements of Section 999.5, subdivision (d). (PCC, § 10230). A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code, § 999.5, subd. (d); Gov. Code, § 14841).

SECTION 20. GENERAL TERMS

20.1 INDEPENDENT CONTRACTOR

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

20.2 NO PUBLICITY

Unless otherwise specified in the Statement of Work, any news releases, endorsements, advertising, marketing, or social media content and any other form of publicity pertaining to the Contract shall not be made without prior written approval of the State.

20.3 FORCE MAJEURE

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

20.4 NOTICE OF INSOLVENCY

Contractor shall notify the State immediately in writing if Contractor files any federal bankruptcy action or state receivership action, or if any federal bankruptcy or state receivership action is commenced against Contractor, Contractor is adjudged bankrupt, or a receiver is appointed. Should any such event occur, the State may, pursuant to Section 16.2 (Termination for Convenience), terminate the Contract.

20.5 COMPLETE INTEGRATION

This Contract, including any documents incorporated by reference, is intended to be a complete integration and there are no prior, contemporaneous, different, or additional agreements pertaining to the subject matter of the Contract. No oral understanding or contract not incorporated in the Contract is binding on any of the Parties.

20.6 ASSIGNMENT

Contractor shall not assign the Contract, in whole or in part, without the written consent of the State, which consent shall not be unreasonably withheld or delayed. The State will not unreasonably prohibit Contractor from freely assigning its right to payment, provided that Contractor remains responsible for its obligations hereunder.

20.7 NO WAIVER; REMEDIES CUMULATIVE

The failure of the State to enforce any provision or exercise rights under the Contract, shall not be construed to be a waiver by the State of its rights to enforce that provision or exercise any right in the future. Except as specifically set forth in Section 8 (Warranties and Representations), all rights and remedies of the State herein are cumulative and are in addition all other available rights or legal or equitable remedies.

20.8 LIQUIDATED DAMAGES

Unless otherwise specified in the Statement of Work:

20.8.1 LIQUIDATED DAMAGES CRITERIA

General liquidated damages (including but not limited to performance deficiency charges or service level agreements) are intended to encourage timely delivery of Deliverables and the provision of reliable and responsive Services by the Contractor. The purpose of this liquidated damages provision is to ensure adherence to the requirements of the Contract and to set an amount in advance of contractual non-compliance to compensate CDT or the Customer for damages that are impractical or extremely difficult to estimate, but which would be sustained by CDT or the Customer in the event the Contractor fails to perform Services as agreed. The liquidated damages are intended to be a reasonable estimate of the damages and costs CDT or the Customer would sustain as a result of noncompliance to the terms of the Contract. These are not punitive. CDT and the Contractor, therefore, agree that in the event the Contractor fails to perform certain agreed upon Services in a timely manner as specified in the Contract or service levels, CDT or the Customer may assess such amounts set forth in the Statement of Work as liquidated damages, and not as a penalty.

20.8.2 PAYMENT OF LIQUIDATED DAMAGES

- a) The State or the Customer may deduct liquidated damages from Contractor's invoices or may assess such liquidated damages by a separate invoice at any time during the Contract or within thirty (30) Days after the contractual period ends. The State or the Customer will notify Contractor in writing of any claim for liquidated damages pursuant to this Section on or before the date the State or the Customer deducts such sums from money payable to Contractor. If the State or the Customer imposes liquidated damages, upon notification by the State or the Customer, Contractor shall show the liquidated damages as a subtracted item from its invoice(s). Contractor shall also be liable for actual damages above liquidated damages payment. The State or the Customer may withhold the amount of the liquidated damages from any other money owed to Contractor, in addition to any other remedies available to the State or the Customer.

Imposition of liquidated damages does not constitute a waiver of the State or Customer's right to issue a Stop Work Order (Section 18), the State's right to terminate the Contract pursuant to Section 16.3 (Termination for Default) or the State or Customer's to exercise its rights under the service level agreement terms. In the event of such a termination, the State or the Customer shall be entitled at its discretion to recover actual damages caused by Contractor's failure to perform its obligations under this Contract.

20.9 AMENDMENTS

No amendment or modification of the terms of this Contract shall be valid unless made in writing, signed by the Parties and approved as required. Any change to Contractor's name will require a Contract amendment. The State, upon notification and receipt of legal documentation indicating the name change from Contractor, will process the required amendment, assuming no other change has been made to the business entity.

20.10 SEVERABILITY

If any provision of the Contract is unenforceable, invalid, or conflicts with applicable law, then such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either Party having knowledge of such term or provision shall promptly inform the other of the presumed non-applicability of such provision.

20.11 APPLICABLE LAW; JURISDICTION AND VENUE

20.11.1 APPLICABLE LAW, JURISDICTION AND VENUE FOR ANY ACTION

This Contract shall be governed by the laws of the State of California, exclusive of any choice of law rules. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract. Any action regarding this Contract shall be subject to the exclusive jurisdiction and venue of the state and federal courts in the City and County of Sacramento, California.

20.11.2 CPUC JURISDICTION

To the extent Services in this Contract are subject to the jurisdiction of the CPUC, the CPUC shall have jurisdiction over this Contract, and Contract and related Services may be subject to modification from time to time as the CPUC may so order in the exercise of their lawful jurisdiction.

20.11.3 APPLICABILITY OF UNITED NATIONS CONVENTION ON CONTRACTS

The United Nations Convention on Contracts for the International Sale of Equipment shall not apply to this Contract.

20.12 SURVIVAL

Upon expiration or termination of the Contract, this Section and the following provisions will survive: Section 2.2 (Contractor's Power and Authority); Section 2.3 (Compliance with Statutes and Regulations); Section 8 (Warranties and Representations), Section 9 (Rights in Work Product and Government Purpose Rights), Section 10 (Confidentiality; Data Rights); Section 11 (Indemnification), Section 12 (Limitation of Liability), Section 13 (Statutory and Regulatory Requirements; Contractor Certifications); Section 15.4 (Examination and Audit), and Section 21.13 (Transition Period). Further, any other Contract term that expressly states or by its nature should survive, shall survive.

20.13 NON-EXCLUSIVE AGREEMENT

Nothing in this Contract shall be construed as a requirements contract or interpreted as preventing the State from obtaining, consistent with CDT policy, any portion, component, subset or all of the Deliverables offered under the terms and conditions of this Contract, or any other Deliverables (analogous, similar, comparable or otherwise) from third parties, or providing the same to itself. Nor shall anything in this Contract be construed or interpreted as limiting the State's right or ability during the term of this Contract to increase or decrease its demand for Deliverables hereunder. To the extent the State, consistent with CDT policy, obtains from third parties, or provides to itself, replacement Deliverables for any of the Deliverables hereunder, the amount to be paid to Contractor by the State for the remaining Deliverables will be equitably adjusted downward, to the extent necessary, to reflect the portion

of the Deliverable that Contractor will not be providing or performing, regardless of whether such Deliverables were priced individually or as a bundle with any of the remaining Deliverables.

SECTION 21. DATA PROTECTION PROVISIONS

21.1 ACCESS TO STATE SYSTEMS

In the course of providing the Deliverables, Contractor may gain access to State Data and State's Systems, and electronic communications networks, including but not limited to, voicemail, email, databases, and internet/intranet systems. Access to such State Data and State's Systems is intended for legitimate business use related to the fulfillment of the Contract. Contractor acknowledges it has no expectation of privacy regarding the use of the State's Systems and that all use of, or access to, the State's Systems made by or on behalf of Contractor is subject to the State's scrutiny and oversight at all times during the term of the Contract.

21.2 COMPLIANCE WITH DATA PROTECTION LAWS, POLICIES AND REGULATIONS

21.2.1 DATA PROTECTION LAWS, POLICIES AND REGULATION

Subject to Section 21.3 below but notwithstanding anything to the contrary in the Contract, Contractor shall comply with the data protection laws, regulations, and policies relating to the collection, maintenance, transmission, use, receipt, storage, disclosure, retention, destruction, unavailability, security, or other use or processing of State Data in connection with Contractor's provision of Deliverables under the Contract, including and to the extent applicable:

- a) The California Information Practices Act (Civil Code § 1798 et seq.),
- b) Federal Privacy Act of 1974,
- c) Health Insurance Portability and Accountability Act of 1996,
- d) IRS 1075 regulations,
- e) Health Information Technology for Economic and Clinical (HITECH) Act,

- f) Criminal Justice Information Services (CJIS) Security Policy,
- g) Social Security Administration (SSA) Electronic Information Exchange Security Requirements,
- h) Payment Card Industry (PCI) Data Security Standard (DSS),
- i) NIST Special Publications,
- j) California State Administrative Manual (SAM) (Chapters 4983, 5100, 5300), and
- k) California Statewide Information Management Manual (SIMM) Sections 5305A, 5310A and B, 5315-B, 5325A and B, 5340 A and C, and 5360B.

21.2.2 COMPLIANCE OBLIGATION

Contractor shall not take, or fail to take, any action that would put the State in violation of such data protection laws, policies, and regulations.

21.3 DATA CLASSIFICATION STANDARDS

CDT must seek prior written approval of the State CISO or designee for any modifications to the Data Classification Standards set forth in this Section 21.3 and such modifications shall be set forth in the Statement of Work.

Unless otherwise specified in the Statement of Work, security requirements designated in these Telecommunications General Provisions are assuming a National Institute of Standards and Technology (NIST) MODERATE classification. For a higher or lower data classification standard, State shall:

- a) Classify their data pursuant to the State Administrative Manual (SAM) 5305.5; and
- b) Obtain approval from the State Chief Information Security Officer (CISO) or User's CISO prior to modifying this Section of the GSPD – ITGP (Cloud) through the SOW to meet the needs of the Contract.

21.3.1 NIST SP 800-53

Contractor shall comply with the current version of the NIST Special Publication (SP) 800-53 Security and Privacy Controls for Systems and Organizations.

21.3.2 CLASSIFICATION

Controls shall be applied at the MODERATE level.

21.3.3 ISO 27001 CERTIFICATION

Subject to the prior written approval of the State CISO or designee, Contractor may submit a current ISO 27001 certification in satisfaction of the foregoing requirements of this subsection.

21.3.4 NIST 800-171

Contractor shall comply with NIST 800-171, if applicable, and shall implement and maintain a system security plan with respect to any System that Contractor has assisted the State to implement and any of Contractor's systems that in any way interact with the State's System or State Data. Contractor shall ensure such plan is reviewed annually.

21.4 DATA SAFEGUARDS

Contractor shall implement and maintain all appropriate administrative, physical, technical and procedural safeguards in accordance with applicable laws, policies, and regulations at all times during the Contract term to secure State Data from Data Breach, and protect State Data and State's Systems, Services, and components thereof, from unauthorized or unlawful use, access or modification, disclosure, damage or destruction, introduction of viruses, disabling devices, malware and other forms of malicious or inadvertent acts that can disrupt the State's access.

21.5 ENCRYPTION

Contractor shall implement end-to-end encryption for all Personal Information and Non-Public Data that is transmitted, stored or accessed both inside and outside the secure internal network, including Contractor's servers, unless

otherwise mutually agreed in the Scope of Work by Contractor and Buyer. All Non-Public Data or Personal Information must be encrypted at rest and in transit with validated cryptography standards as referenced in FIPS 140-3 (or higher).

21.6 FEDERAL TAX INFORMATION

21.6.1 NO ACCESS TO FTI

The Parties acknowledge that information transmitted by the State to Contractor or Service Provider may inadvertently contain Federal Tax Information ("FTI"). The State will use all reasonable efforts to prevent the transmittal of FTI to Contractor or Service Provider under the Contract. The State further acknowledges that Contractor or Service Provider does not require any "access" to, or "receipt" or "storage" of FTI to perform the Cloud Services under the Contract. Contractor or Service Provider further acknowledge that Contractor or Service Provider shall not knowingly access or permit access to such FTI, unless directed by the State. Access to FTI is out-of-scope of the Cloud Services.

21.6.2 INCIDENTAL ACCESS TO FTI

To the extent that Contractor's or Service Provider's access to FTI is "incidental" to Contractor's provision of Cloud Services, it is the parties' view that such incidental exposure should not legally subject Contractor or Service Provider to the Internal Revenue Service (IRS) requirements set forth in IRS Publication 1075, Section 11.2. However, if the IRS ultimately takes a contrary position, and determines that Contractor, Service Provider or the State should have nevertheless complied with the requirements of IRS Publication 1075, the Parties will immediately evaluate the feasibility of continued performance under the Contract.

21.7 CLOUD SERVICES AVAILABILITY

The minimum standards for Cloud Services Availability are set forth below. Nothing herein precludes the State from specifying a higher standard for Cloud Services Availability in the Statement of Work. The State shall request written approval of the State CISO prior to Contract execution for a lower Cloud Services Availability standard.

- a) The Cloud Services shall be available 24 hours per day, 365 Days per year, excluding agreed-upon Maintenance downtime ("Cloud Services Availability").
- b) If the monthly Cloud Services Availability averages less than 99.9% (excluding agreed-upon Maintenance downtime), the State shall be entitled to recover damages, apply credits or use other contractual remedies set forth in the Statement of Work.
- c) If the monthly Cloud Services Availability averages less than 99.9% (excluding agreed-upon Maintenance downtime), for 3 or more months in a rolling 12-month period, the State may terminate the Contract for material breach in accordance with Section 16.3 (Termination for Default).
- d) Contractor shall provide advance written notice to the State in the manner set forth in the Statement of Work of any agreed upon Maintenance downtime that will affect the Cloud Services Availability.

21.8 DATA AVAILABILITY

The minimum standards for State Data Availability are set forth below. Nothing herein prevents the State from specifying a higher standard for State Data Availability in the Statement of Work. The State shall request written approval of the State CISO prior to Contract execution for a lower State Data Availability standard.

- a) The State Data shall be available 24 hours per day, 365 Days per year, excluding agreed-upon Maintenance downtime ("State Data Availability").
- b) If the monthly State Data Availability averages less than 99.9% (excluding agreed-upon Maintenance downtime), the State shall be entitled to recover damages, apply credits, or use other contractual remedies as set forth in the Statement of Work if the State is unable to access the State Data as a result of:
 - i. Acts or omissions of Contractor;
 - ii. Acts or omissions of third parties working on behalf of Contractor;
 - iii. Network compromise, network intrusion, hacks, introduction of viruses, disabling devices, malware and other forms of attack that

can disrupt access to Contractor's server, to the extent such attack would have been prevented by Contractor taking reasonable industry standard precautions; or

- iv. Power outages or other telecommunications or Internet failures, to the extent such outages were within Contractor's direct or express control.
- c) If the monthly Data Availability averages less than 99.9% (excluding agreed-upon Maintenance downtime), for 3 or more months in a rolling 12-month period, the State may terminate the Contract for material breach in accordance with Section 16.3 (Termination for Default).

21.9 DATA LOCATION AND ACCESS

21.9.1 DATA CENTER LOCATION IN US

The physical location of Contractor's data center where State Data is stored shall be within the continental United States, unless otherwise specified in the Statement of Work and the State has written approval of the State CISO prior to Contract execution.

21.9.2 DATA ACCESS

Contractor shall not allow its personnel or subcontractors to store State Data on portable devices, including personal computers, except for devices that are used and kept only at its data centers located in the continental United States. Remote access to State Data from outside the continental United States, including remote access to State Data by authorized Services support staff in identified support centers, is prohibited unless the State has written approval of the State CISO prior to Contract execution.

21.10 SECURITY INCIDENT

Upon identification of a Security Incident affecting the Contract or State Data, Contractor shall provide information directly related to the Security Incident including Indicators of Compromise to enable the State to complete a timely and cooperative investigation.

21.11 DATA BREACH

21.11.1 NOTIFICATION OF THE DATA BREACH

Unless otherwise specified in the Statement of Work, upon discovery or reasonable belief of any Data Breach, Contractor shall notify the State by the fastest means available, as well as in writing, with additional notification provided to the State CISO or designee of the Buyer. Contractor shall provide such notification immediately after Contractor reasonably believes there has been such a Data Breach, in no event greater than 48-hours after such determination.

21.11.2 NOTIFICATION CRITERIA

Contractor's notification shall identify, to the full extent known to Contractor:

- a) The nature of the Data Breach;
- b) The State Data improperly accessed, used or disclosed;
- c) The number of individual records improperly accessed, used or disclosed if Personal Information is involved;
- d) The person(s) who improperly accessed, used, disclosed or received State Data;
- e) What Contractor has done or will do to quarantine and remediate the Data Breach; and
- f) What corrective action(s) Contractor has taken or will take to prevent future Data Breaches.

21.11.3 UPDATES TO STATE REGARDING THE DATA BREACH

Contractor will provide daily updates, or more frequently as required by the State, regarding findings and actions performed by Contractor until the Data Breach has been effectively resolved to the State's satisfaction.

21.11.4 MITIGATION

Contractor shall contain and mitigate the Data Breach and ensure secure access to State Data in accordance with the service level agreement set forth in the Statement of Work, if applicable.

21.11.5 NOTIFICATION TO INDIVIDUALS OF DATA BREACH

If Contractor experiences a Data Breach, the State's CISO or designee, shall determine whether notification to any individuals whose State Data has been improperly accessed, lost or breached is appropriate. If Personal Information is reasonably believed to have been improperly accessed or acquired by an unauthorized person as a result of a Data Breach that is not due to the fault of the State or any person or entity under the control of the State, Contractor shall bear any and all costs associated with the State's notification obligations and other obligations set forth in Civil Code Section 1798.29, subdivision (d), as well as the cost of credit monitoring, subject to the dollar limitation, if any, agreed to by the State and Contractor in the Statement of Work. These costs may include, but are not limited to staff time, material costs, postage, media announcements, and other identifiable costs associated with the breach of the security of such personal information.

21.11.6 INVESTIGATION OF DATA BREACH

Contractor shall investigate the Data Breach and shall share the investigation report with the State. The State or its authorized agents shall have the right to lead (if required by law) or participate in the investigation. Contractor shall cooperate fully with the State, its agents and law enforcement.

21.11.7 DATA INQUIRIES

Contractor shall promptly refer to the State any inquiries received by Contractor regarding Contractor's information security or privacy practices relating to the State Data.

21.12 SECURITY AND POLICIES

Unless otherwise specified in the Statement for Work:

21.12.1 CUSTOMER SECURITY POLICIES COMPLIANCE

- a) At all times during the Term, in addition to any other requirements in the Contract, and as further delineated in subsequently executed orders, at all times during the Term, Contractor shall provide all Services, use all resources related thereto, and use, operate, support, and maintain any systems, in an appropriately secure manner and in accordance with the Customer's security requirements, policies, and procedures as communicated, modified, supplemented, or replaced by the Customer from time to time, in its sole discretion, by providing Contractor with a written copy of such revised requirements, policies, or procedures reasonably in advance of the date that they are to be implemented and effective ("Security Policies").
- b) In addition, all Contractor personnel (including personnel of any subcontractors) shall be subject to, and shall at all times conform to, all of the Customer's policies, procedures, rules, and requirements regarding the protection of premises, materials, equipment, and personnel, as the Customer shall provide (in writing or electronically) in advance to Contractor. Contractor shall, and shall cause Contractor personnel and subcontractors to, fully comply with and abide by all such Security Policies provided in advance to Contractor at all times during the Term. Any violation or disregard of such Security Policies by an individual shall be cause for denial of access of such individual to the Customer's property.
- c) Contractor shall exercise due care and diligence to prevent any injury to person or damage to property while on the Customer's premises. The operation of Contractor vehicles or private vehicles of Contractor personnel on the Customer's property shall conform to posted and other regulations and safe driving practices. Vehicular accidents on the Customer's property and involving Contractor personnel shall be reported promptly to the appropriate Customer personnel.
- d) Contractor shall, and shall cause Contractor personnel and subcontractors, to not exceed (or attempt to exceed) the level of authorized access, if any, to any networks, computer or electronic data storage systems of the Customer that may be granted during

the term of the Contract for purposes only of performing the Services hereunder.

21.13 TRANSITION PERIOD

21.13.1 TRANSITION PERIOD

Unless otherwise specified in the Statement of Work, for ninety (90) Days prior to the expiration date of the Contract, or upon notice of termination of the Contract and for ninety (90) Days thereafter, Contractor shall assist the State in extracting or transitioning all State Data in the format determined by the State ("Transition Period").

21.13.2 ACCESS TO STATE'S SYSTEM, SERVICES AND STATE DATA

During the Transition Period, State's System, Services and State Data access shall continue to be made available to the State without alteration. The State, at its option, may purchase additional transition Services as specified in the Statement of Work.

21.13.3 DESTRUCTION OF STATE DATA

Unless otherwise specified in the Statement of Work, Contractor shall permanently destroy or render inaccessible any portion of State Data in the possession or control of Contractor (including the possession or control of Contractor's agents, affiliates and subcontractors) following the expiration of all obligations in this Section. Within thirty (30) Days, Contractor shall issue a written statement to the State confirming the destruction or inaccessibility of State Data.

21.13.4 COMPENSATION FOR DAMAGES AND LOSSES

Contractor shall compensate the State for damages or losses the State incurs as a result of Contractor's failure to comply with this Section subject to any applicable limitation of liability.

21.14 DISASTER RECOVERY AND BUSINESS CONTINUITY

21.14.1 DISASTER RECOVERY PLAN

Unless otherwise provided in the Statement of Work, Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic data in the event of an emergency. Emergency means any circumstance or situation that causes normal system operations to become unavailable for use in performing the work required under the Contract for more than 24 hours. Contractor shall make the disaster recovery plan available to the State upon request.

21.14.2 DATA BACKUP PLAN

Unless otherwise provided in the Statement of Work, Contractor must have established documented procedures to securely backup the System to maintain retrievable exact copies of all data. The backups shall be encrypted in accordance with Section 21.5 (Encryption). The plan must include a regular system backup schedule for making backups, storing backups offsite, an inventory of backup media, and the amount of time to restore should it be lost. At a minimum, full onsite data backup must be performed weekly. Full offsite storage of backup data must be performed monthly.

21.14.3 NOTIFICATION AND RECOVERY

- a) Unless otherwise specified in the Statement of Work, in the event of a disaster or catastrophic failure that results in loss of State Data or extended loss of access to State Data, Contractor shall notify the State by the fastest means available and also in writing, with additional notification provided to the State CISO or designee of the Buyer. Contractor shall provide such notification within 24 hours after Contractor reasonably believes there has been such a disaster or catastrophic failure. In the notification, Contractor shall inform the State of:
 - i. The scale and quantity of the State Data loss;

- ii. What Contractor has done or will do to recover State Data and mitigate the effect of the State Data loss; and
 - iii. Corrective action(s) Contractor has taken or will take to prevent future State Data loss.
- b) If Contractor fails to respond immediately and remedy the failure, the State may exercise its options for assessing damages or other remedies under the Contract.

21.14.4 REPAIR AND RESTORE

Contractor shall repair and restore continuity of State's System, Services or data, in accordance with the Recovery Point Objective("RPO") and Recovery Time Objective("RTO"), as needed to meet the performance requirements stated in the service level agreement, if applicable. Failure to do so may result in the State exercising its options for assessing damages or other remedies under this Contract. RPO is the point in time to which State Data can be recovered and/or systems restored when service is restored after an interruption. RPO expressed as a length of time between the interruption and the most proximate backup of State Data immediately preceding the interruption. RTO is the period within which information technology services, systems, applications, and functions must be recovered following an unplanned interruption.

21.15 INSPECTION AND AUDIT OF CONTRACTOR'S SYSTEMS

21.15.1 INSPECTION AND AUDIT

- a) Upon advance written request, Contractor agrees that the State or its designated representative shall have access to Contractor's system, data, operational documentation, records, and databases, including online inspections, that relate to the System, Service or data purchased by the State under the Contract. The online inspection shall allow the State, its authorized agents, or a mutually acceptable third party, to test that controls are in place and working as intended. Tests may include, but not be limited to, the following:
- i. Operating system/network vulnerability scans;

- ii. Web application vulnerability scans;
 - iii. Database application vulnerability scans; and
 - iv. Any other scans to be performed by the State or its authorized representatives.
- b) Upon written request, Contractor shall provide the results of any independent tests performed by Contractor including the results of any penetration testing. The State shall maintain the confidentiality of any information provided by Contractor pursuant to this Section.

21.15.2 REMEDIATION

Contractor shall remediate vulnerabilities and correct flaws identified through testing and assessments within the State's designated time periods, or a mutually agreed upon time period with Contractor. Contractor will notify the State once corrections and remediation have been completed. Contractor shall implement security, policies, procedures, and practices to protect State Data as required by the Contract.

21.15.3 POST-BREACH OR DISASTER AUDIT

After any Data Breach or after any disaster or catastrophic failure that results in a loss of State Data, Contractor shall, at its expense, have an independent, industry-recognized, State-approved third party perform an information security audit. State approval of the auditor will not be unreasonably withheld. The audit results shall be shared with the State within 7 days of Contractor's receipt of such results. Within 30 days of receiving the results of the audit, Contractor will provide the State with written evidence of planned remediation and promptly modify its security measures to meet its obligations under this Contract.

21.16 DATA CENTER AUDIT

Unless otherwise provided in the Statement of Work, for all Contracts requiring NIST SP 800-53 MODERATE or higher-level Security and Privacy Controls for Systems and Organizations, Contractor shall undergo an annual Statement on Standards for Attestation Engagements (SSAE) No. 18 Service Organization Control (SOC) 2 Type II audit (or successor), at its own expense, of: (1) Contractor and its subcontractor's data centers, and (2) Cloud Services that

in any way interact with the State's System or Non-Public Data. Contractor shall provide a redacted version of audit reports and Contractor's plan to correct any negative findings upon request. Contractor may remove its proprietary information from the redacted version.

21.17 ACCESS TO SECURITY LOGS AND REPORTS

Unless otherwise provided in the Statement of Work:

21.17.1 FOR IAAS ONLY

Upon request, Contractor shall provide reports to the State directly related to the infrastructure Contractor controls upon which the State account resides. Contractor shall provide the State a history of all Application Program Interface (API) calls for the State account that includes the identity of the API caller, the time of the API call, the source IP address of the API caller, the request parameters and the response elements returned by Contractor. The report will be sufficient to enable the State to perform security analysis, resource change tracking and compliance auditing.

21.17.2 FOR PAAS ONLY

Upon request, Contractor shall provide reports to the State in a format as specified in the Statement of Work or service level agreement and agreed to by both Contractor and the State. Reports will include latency statistics, User access, User access IP address, User access history, and security logs for all State files related to the Contract.

21.17.3 SOFTWARE BILL OF MATERIALS

Contractor shall maintain a software bill of materials that includes, at a minimum, the details and supply chain relationships of the components used in the Software or Services. Contractor shall provide a copy of the software bill of materials to the State upon request.

21.17.4 ATTESTATION

Contractor shall maintain a U.S. Cybersecurity & Infrastructure Security Agency Secure Software Development Attestation Form, or equivalent

attestation, and provide a copy of the attestation to the State upon request. The attestation shall state, at a minimum, that:

- a) The Software will be developed and built in secure environments that are secured by, at a minimum; separating and protecting each environment involved in developing and building the Software; regularly logging, monitoring, and auditing trust relationships used for authorization and access to any Software development and build environments, as well as among components within each environment; enforcing multi-factor authentication and conditional access across the environments relevant to developing and building the Software in a manner that minimizes security risk; taking consistent and reasonable steps to document, as well as minimize use or inclusion of software products that create undue risk within the environments used to develop and build the Software; encrypting sensitive data, such as credentials, to the extent practicable and based on risk; implementing defensive cybersecurity practices, including continuous monitoring of operations and alerts and, as necessary, responding to suspected and confirmed cyber incidents;
- b) Contractor will make good-faith efforts to maintain trusted source code supply chains by employing automated tools or comparable processes to address the security of internal code and third-party components and manage related vulnerabilities.
- c) Contractor will maintain provenance for internal code and third-party components incorporated into the Software to the greatest extent feasible.
- d) Contractor will employ automated tools or comparable processes that check for security vulnerabilities; Contractor operates these processes on an ongoing basis and prior to product, version, or update releases; Contractor has a policy or process to address discovered security vulnerabilities prior to product release; and Contractor operates a vulnerability disclosure program and accepts, reviews, and addresses disclosed Software vulnerabilities in a timely fashion and according to any timelines specified in the vulnerability disclosure program or applicable policies.

- e) Contractor and the State recognize that security responsibilities are shared. Contractor is responsible for providing a secure infrastructure, as applicable. Specific shared responsibilities are identified within the Statement of Work or service level agreement.

21.18 BACKGROUND CHECKS

Unless otherwise provided in the Statement of Work, and as permitted or required by law, Contractor shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the Contract who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or any misdemeanor offense for which incarceration for up to one (1) year is an authorized penalty. Contractor shall promote and maintain an awareness of the importance of securing the State's Data among Contractor's employees and agents.

21.19 SYSTEM SECURITY CONTROLS

21.19.1 PATCH MANAGEMENT

Unless otherwise provided in the Statement of Work, all of Contractor's workstations, laptops, and other systems that process or store State Data must have operating system and application security patches applied, with system reboot if necessary. Contractor shall maintain a documented patch management process which determines installation timeframe based on risk assessment. At a minimum, emergency (vulnerability and active exploit) patches must be applied immediately, while critical (vulnerability and no exploit known) patches must be applied within 30 Days of release. All other applicable patches must be installed within 90 Days of release.

21.19.2 ENDPOINT PROTECTION STANDARD

All Contractor workstations, laptops, and other systems used to process or store State Data must install and actively use a comprehensive endpoint protection solution that will at minimum comply with SIMM 5335-A.

SECTION 22. GENERATIVE ARTIFICIAL INTELLIGENCE

22.1 DISCLOSURE OBLIGATIONS

- a) Contractor must immediately notify the State in writing if it is: (1) providing previously unreported GenAI as a Deliverable to the State; or (2) utilizing previously unreported GenAI, including unreported 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” as used in this Section shall have the meaning set forth in State Administration Manual (SAM) Chapter 4986.7.
- b) Such notification shall be provided to the State designee identified in this Contract.
- c) Upon notification by Contractor of GenAI as required hereunder, the State will conduct its own risk assessment related to use of such GenAI. If the State, in its sole discretion, concludes that such GenAI use has moderate or high risk, the GenAI Special Provisions attached to the Contract shall apply to such GenAI.
- d) 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.
- e) If the use of previously undisclosed GenAI is approved by the State, then Contractor will update the Deliverable description, and Parties will amend the Contract accordingly.

22.2 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 the State exercising the right to terminate the Contract, for default pursuant to Section 16.3 (Termination for Default).

22.3 CONTRACTOR'S OBLIGATIONS FOR RESPONSIBLE USE

- a) 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 11 (Indemnification), 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.
- b) 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.
- c) Contractor shall comply with all applicable laws and regulations, including as set forth in Section 13.1 above and these General Provisions in relation to the provision or use of any GenAI in the Deliverables.

22.4 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.

22.5 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 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.

22.6 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.