

**STATE OF CALIFORNIA**  
**AGREEMENT #: C3A2FN9-18**  
**STATEWIDE TECHNOLOGY PROCUREMENT**  
**FIRSTNET – BROADBAND FOR PUBLIC SAFETY**

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### Amendment Log

Amendment #	Date	Amendment Description
Amendment 1	05/01/2020	<ul style="list-style-type: none"><li>• Administrative changes to support digital accessibility in accordance with department policy</li><li>• Added Amendment Log,</li><li>• Clean up language</li><li>• Memorialized previously agreed upon language related to the ATO (Attachment 2).</li></ul>

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## **APPENDIX A, STATEMENT OF WORK**

### **FirstNet – California Broadband Services for Public Safety and Other Qualified Agencies**

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#### **1. INTRODUCTION**

The First Responder Network Authority (FirstNet) was created under the Middle Class Tax Relief and Job Creation Act of 2012 as an independent federal authority within the National Telecommunications & Information Administration of the United States Department of Commerce. FirstNet was tasked with building a public safety-grade network to provide a nationwide, interoperable National Public Safety Broadband Network (NPSBN) dedicated to first responders. Program and standard requirements include:

- Interoperability to ensure communications between agencies
- Reliability and resiliency to sustain service
- Providing services to rural areas

In March 2017, AT&T was awarded a contract by FirstNet to build and manage the first broadband network that provides priority and preemption to public safety. In December 2017, after discussions and negotiations with AT&T, the State of California decided to “opt-in” to the AT&T and FirstNet California State Plan for network buildout and broadband coverage. California’s decision to opt-in gave AT&T the authority to build out Band 14 in California, but in no way obligated any agency in California to use FirstNet and AT&T for broadband services. Each agency has the right to choose any vendor for broadband services and does not have to choose AT&T.

AT&T’s FirstNet Solution will be provisioned using AT&T’s commercial LTE network along with a phased deployment of the FirstNet Evolved Packet Core to provide emergency responders with the first high-speed, nationwide broadband network with Priority and Preemption (when needed) for Local, State, Federal, and Tribal Public Safety Entities (PSE).

In order to be eligible to utilize the AT&T FirstNet Solution, customers must be a qualified PSE. This agreement is restricted solely to California.

#### **2. PURPOSE**

The purpose of this Statement of Work (SOW) between AT&T (Contractor) and the State of California (State) is to further define and clarify the terms of the agreement between AT&T and the State and the requirements for provision of services in California under AT&T’s Pre-Qualified Multiple Award Contract (PMAC) # 12-10-TS-01 and all amendments in its entirety for Category 9 (Cellular Voice and Data), Subcategory 9.1 FirstNet (“Agreement”, also referred to as Contract).

#### **3. INCORPORATION OF PMAC REQUIREMENTS AND GENERAL PROVISIONS**

This Agreement (also referred to as Contract) incorporates AT&T’s Pre-Qualified Multiple Award Contract (PMAC) # 12-10-TS-01 and all amendments in its entirety for Category 9 (Cellular Voice and Data), Subcategory 9.1 FirstNet and the General Provisions – Telecommunications Revised 09/24/2012. All Requirements, Terms and Conditions and General Provisions of the PMAC shall remain in effect after PMAC expiration, and throughout the life of this Agreement, unless otherwise specified by the State.

#### **4. CONTRACT TERM**

This Contract, will not go into effect until executed by the CDT. The initial Contract term shall be from date executed by the CDT for five (5) years. In addition, the Contract includes two (2), one (1) year options to extend the Contract term. Contract term extensions are at the sole option of the State and shall not be denied by the Contractor.

#### **5. STATE CONTRACT MANAGER**

This Contract will be managed on a day-to-day basis by the CALNET Contract Management and Oversight office (CALNET CMO) in consultation with Cal OES and the State's SPOC assigned by Cal OES for FirstNet.

#### **6. CALNET PROGRAM CONTRACTOR REQUIREMENTS**

##### **6.1. Contractor Responsibilities**

The Contractor shall:

1. Comply with the requirements defined in this Contract and subsequent Service Requests (SRs), including all Business Requirements and Technical Requirements detailed herein;
2. Comply with the rules and regulations of the Federal Communications Commission (FCC), the International Telecommunications Union (ITU), International Traffic in Arms regulations (ITAR), the California Public Utilities Commission (CPUC), and any other federal, state, or international organization with regulatory authority pertaining to the services and requirements of this Contract (See also General Provisions - Telecommunications, Section 10 – Compliance with Statutes and Regulations;
3. Ensure that Key Personnel are in place and resources are available for Contract Transition-In and/or upon receipt of first Service Request for FirstNet Services, per the terms and conditions of the awarded Contract;
4. Accept full responsibility for all Contract requirements. This responsibility includes the conduct of Contractor, and its Subcontractors and Affiliates, in complying with the terms and conditions of the Contract;
5. Provide consultation to Customers in the planning, selection, application, and cost-effective use of Contract services;
6. Comply with all requirements of this contract as of execution date unless otherwise stated by the State; and,

##### **6.2. Contract Program Manager (CPM) Responsibilities**

The Contractor shall assign a Contract Program Manager (CPM) who will be available to the State throughout the Contract Term. The CPM shall ensure compliance with the Contract requirements. The Contractor must notify CALNET CMO when a change to the Contract Program Manager is made within five (5) calendar days of change.

The CPM shall be the CALNET CMO's primary point of contact and shall perform the administrative reporting and Contract management functions as necessary to fulfill the requirements of this Contract. To comply with Contract requirements, CPM responsibilities shall include:

1. Ensuring the Contractor responds to CALNET CMO's requests and/or directions regarding Contract and program oversight issues;
2. Responding through written communication within five (5) calendar days to CALNET CMO's written requests;
3. Acting as a point of escalation for all Contract and program oversight issues for CALNET CMO;
4. Attending scheduled CALNET Executive Meetings in order to address Contract compliance or Customer service issues. Contractor's remote attendance shall be at the CALNET CMO's discretion;
5. Ensuring the Contractor provides the State's CALNET Contract Manager with written notice of regulatory changes that impact the Provisioning of Contract services and/or the administration of the Contract; and,
6. Ensuring the Contractor responds to CALNET CMO's written requests for Contract-required and/or supplemental information within ten (10) calendar days.

### **6.3. Program Manager (PM) Responsibilities**

The Contractor shall provide a Program Manager (PM) to Cal OES as a primary point of contact that will ensure the Contractor performs technical responsibilities and other contractual compliance commitments pertaining to the functionality or operations of the FirstNet services. The Contractor must notify Cal OES when a change to the Program Manager is made within five (5) calendar days of change.

To comply with Contract requirements, PM responsibilities shall include:

1. Ensuring the Contractor responds to Cal OES' requests and/or directions regarding Contract issues;
2. Responding through written communication within five (5) calendar days to Cal OES' written requests;
3. Acting as a point of escalation for all FirstNet technical and operational issues;
4. Attending scheduled Cal OES meetings in order to address all FirstNet technical and operational issues. The Contractor's remote attendance shall be at Cal OES' discretion;
5. Ensuring the Contractor provides Cal OES with written notice of regulatory changes that impact the Provisioning of Contract services; and,
6. Ensuring the Contractor responds to Cal OES' written requests for Contract-required and/or supplemental information within ten (10) calendar days.

## **7. CONTRACT USAGE ELIGIBILITY**

This Contract shall be for eligible Public Safety Entities (PSE) in the State of California. Only the FirstNet Authority has the ability to designate, in writing, PSE that are eligible to purchase the AT&T FirstNet Solution, either on a permanent or temporary basis. Not all users for the North American Industry Classification System (NAICS) codes shown below may qualify for use of this contract.

PSE, as defined by the FirstNet Authority, are classified as either Primary Users or Extended Primary Users as identified by their NAICS code.



### **7.1. Primary Users – Contract Approved**

Primary Users, as defined by the FirstNet Authority, are those PSE that act as first responders, i.e., those entities whose primary mission and job function is to provide services to the public in the area of law enforcement, fire protection, or emergency medical services, for both tribal and non-tribal users.

- 621910 (Ambulance Safety Services)
- 922120 (Police Protection)
- 922160 (Fire Protection)
- Public Safety Answering Points (PSAPs)
- Emergency Management Agencies

### **7.2. Extended Primary Users – Contract Approved**

Extended Primary Users, as defined by the FirstNet Authority, are those PSE (which may be individuals, agencies, organizations, non-profit companies) that are not Primary Users, but who may be called upon to support Primary Users with the mitigation, remediation, overhaul, clean up, restoration, or provision of other services that are required during the time of an emergency or its aftermath, for both tribal and non-tribal users.

- 624230 Search & Rescue Squads
- 624230 Emergency and Other Relief Services
- 922150 Parole Offices and Probation Offices
- 922140 Correctional Institutions
- 922190 Emergency planning and management offices, government
- 928110 National Security

### **7.3. Extended Primary Users - Additional Entities**

In addition, entities responsible for the construction, maintenance and repair of critical infrastructure, Health Care and Public Health and assigned one of the following NAICS codes and may be eligible to purchase the AT&T FirstNet Solution as Extended Primary Users. The entities listed below shall obtain written approval from Cal OES SPOC to order services from this contract.

Any entity that falls under the category of this Section 7.3, Extended Primary Users – Additional Entities, and is not specifically listed in the NAICS codes below, consistent with FirstNet Authority requirements, may be eligible to utilize this contract, but must obtain written approval from Cal OES SPOC.

#### Energy:

- 221111 Hydroelectric Power Generation
- 221112 Fossil Fuel Electric Power Generation
- 221113 Nuclear Electric Power Generation

- 221114 Solar Electric Power Generation
- 221115 Wind Electric Power Generation
- 221116 Geothermal Electric Power Generation
- 221117 Biomass Electric Power Generation
- 221118 Other Electric Power Generation
- 221121 Electric Bulk Power Transmission and Control
- 221122 Electric Power Distribution
- 486210 Pipeline Transportation of Natural Gas

Communication:

- 237130 Power & Communications Line & Related Structures Construction
- 517110 Telecommunications, wired
- 517210 Wireless Telecommunications Carriers (except Satellite)
- 517212 Cellular and other Wireless Telecommunications

Alarm Systems:

- 238210 Alarm Systems (multiple definitions)

Water:

- 221310 Water Supply and Irrigation Systems
- 221320 Sewage Treatment Facilities
- 541620 Environmental Consulting Services
- 561990 Admin & Support/Waste Management & Remediation Services All Other Support Services
- 562111 Solid Waste Collection
- 562112 Hazardous Waste Collection
- 562119 Other Waste Collection
- 562211 Solid Waste Landfill
- 562212 Hazardous Waste Treatment and Disposal
- 562213 Solid Waste Combustors & Incinerators
- 562219 Other Nonhazardous Waste Treatment and Disposal
- 562910 Remediation Services
- 562920 Materials Recovery Facilities
- 562991 Septic Tank and Related Services

- 562998 All other Miscellaneous Waste Management Services
- 924110 Administration of Air & Water Resource & Solid Waste Management Programs

Transportation:

- 481111 Passenger Air Transportation
- 482111 Line Haul Railroads - Railway Transportation
- 482112 Short Line Railroads
- 483113 Coastal and Great Lakes Freight Transportation
- 483114 Coastal and Great Lakes Passenger Transportation
- 483211 Inland Water Freight Transportation
- 483212 Inland Water Passenger Transportation 484110 General Freight Trucking, Local
- 484220 Specialized Freight (except Used Goods), Trucking, Local
- 484230 Specialized Freight (except Used Goods), Trucking, Long Distance
- 485111 Mixed Mode Transit Systems
- 485112 Commuter Rail Systems
- 485113 Bus and Other Motor Vehicle Transit Systems
- 485210 Interurban and Rural Bus Transportation
- 485410 School & Employee Bus Transportation
- 488111 Air Traffic Control
- 488119 Other Airport Operations
- 488190 Other Support Activities for Air Transportation
- 488210 Support Activities for Rail Transportation
- 488490 Other Support Activities for Road Transportation

Healthcare and Public Health:

- 621112 Health Care Practitioners
- 923120 Public Health Programs
- 621493 FreeStanding Ambulatory Surgical and Emergency Centers
- 622110 General Medical and Surgical Hospitals

Critical Manufacturing:

- 237310 Highway, Street and Bridge Construction)
- 237990 Other Heavy and Civil Engineering Construction

- 811310 Industry Equipment Repair

Construction:

- 237110 Water and Sewer Line and Related Structures Construction

Chemical:

- 541350 Chemical Building Inspection Services
- 541620 Chemical Environmental Consulting Services
- 541690 Chemical Other Scientific and Technical Consulting Services
- 561612 Protective Services

Information Technology:

- 541512 Computer Systems Design Services
- 541519 Computer Disaster Recovery

Professional, Scientific and Technical Services:

- 541360 Geophysical Surveying & Mapping Services
- 541370 Survey & Mapping (except Geophysical) Services

Other:

- 922110 Courts
- 922130 Legal Counsel and Prosecution
- 926130 Regulation and Administration of Communications, Electric, Gas, and Other Utilities

#### **7.4. Individual Eligibility Determination**

PSE eligible to use this contract shall be responsible for vetting and approving the use of the FirstNet Solution by individuals within their organization. Vetted and approved individuals who have access to, and use of, a FirstNet Plan are referred to as Authorized Users. Authorized Users are either Agency Paid Users or Subscriber Paid Users.

Agency Paid Users are individual employees and contractors of a PSE (both Primary User and Extended Primary User) who are granted access to the AT&T FirstNet Solution through a FirstNet plan for which the PSE is financially responsible under the PSE contract with AT&T. The PSE is responsible for designating a contact who will confirm that the Agency Paid Users, whether individual employees or contractors, are verified and approved to use the FirstNet Solution. Agency Paid Users are not responsible for the monthly service charges under their FirstNet plan, nor any equipment related charges.

Subscriber Paid Users are individuals who are either (a) employees of a Primary User Public Safety Entity, or (b) authorized, active auxiliary personnel affiliated with a Primary User PSE who provide services or perform functions on an occasional, volunteer basis, that support the Public Safety Entity in the areas of law enforcement, fire protection, or emergency medical services. All

Subscriber Paid Users must be verified and approved by a Primary User PSE, which is responsible for designating a contact who will use the FirstNet Local Control Tool to (a) provide AT&T with the name and email address of, together with the correct Foundation Account Number and other eligibility information for, each eligible individual to enable AT&T to initiate the process such individual will use to obtain an AT&T FirstNet Solution wireless service plan as a Subscriber Paid User; and (b) perform audits of existing Subscriber Paid Users as requested by AT&T on a regular, but not less than once per year, basis to remove any individuals who are no longer eligible to participate in the AT&T FirstNet Solution as a Subscriber Paid User. AT&T reserves the right to limit a Primary User's ability to verify and approve new Subscriber Paid Users until such audit is completed. Once verified and approved, Subscriber Paid Users must establish a contractual relationship directly with AT&T using an AT&T Wireless Customer Agreement ("WCA") under which they may purchase an AT&T FirstNet Solution Subscriber Paid User plan. Subscriber Paid Users are financially responsible for payment of services provided under the WCA and any applicable plan.

**8. GEOGRAPHIC COVERAGE**

The AT&T FirstNet Solution will be provided using AT&T's commercial LTE network along with the FirstNet Evolved Packet Core deployment. The approximate coverage of the NPSBN network ("Service Area") is set forth in the computer-generated and predictively modeled coverage map provided upon execution of this contract. As the NPSBN evolves, AT&T will provide updated coverage maps from time to time to customers using or who are eligible for the AT&T FirstNet Solution. Authorized Users migrating from AT&T's commercial network to the FirstNet Evolved Packet Core may need a new Subscriber Identification Module (SIM) card (at no charge to the customer) and/or a new device to access some advanced features of the NPSBN.

**9. SERVICES TECHNICAL EVALUATION AND DEMONSTRATION PROCESS**

Consistent with the explicit terms, conditions and commitments set forth in this Agreement, the Contractor shall provide information and support to assist Cal OES in conducting an analysis to determine the reliability of the services which takes into consideration issues such as redundancy, diversity, interoperability, scalability, and security. The evaluation and/or demonstration of contracted services will be at the mutual discretion of Cal OES and Contractor.

All services proposed for addition to the Contract through the amendment process may include a technical evaluation component.

**10. TECHNICAL SUPPORT**

The Contractor shall provide a dedicated AT&T FirstNet life cycle management team. The Contractor shall provide help desk support 24X7, 365 days per year for PSE and their Authorized Users.

### 10.1. Outage Response

The Contractor shall notify Cal OES of the outages listed below and further defined in the Technical SLAs in Sections 21.4, Mobile Switching Center (MSC) Failure, and 21.5, Macro Cell Site Failure:

1. **Mobile Switching Center (MSC) Failure** – A failure that prevents full functionality of a mobile switching center (“MSC”) serving the FirstNet Cellular Network in California resulting in a service outage of thirty (30) minutes or greater.
2. **Macro Cell Site Failure** – A failure that prevents full functionality of more than 50% of macro cell sites in a single County with a minimum of eight (8) macro cell sites resulting in a service outage for thirty (30) minutes or greater, or, a failure that prevents full functionality of more than 50% of the macro sites in a single California ZIP code with a minimum of twelve (12) cell sites resulting in a service outage of 30 minutes or greater.

Then, At a minimum, the Contractor shall provide the following remedy, as further outlined in the aforementioned sections of the Technical SLAs:

1. Within 120 minutes of discovery of the outage a verbal notification shall be sent to Cal OES.  
And
2. Within 240 minutes of discovery, a response containing the following information (as available):
  - Discovery date and time of the outage.
  - Type of outage and general description (e.g., “cell sites out of service” or “MSC outage”).
  - The affected geographic area(s) by county and the affected cities and/or town(s).
  - Estimated time to repair, if known.
  - A telephone number for a live representative of the applicable carrier (or alternative point of contact information).
  - Any other relevant information.

### 10.2. Incident Reporting Process Plan

Within forty-five (45) calendar days of execution of this Agreement, the Contractor shall provide CALNET CMO with an Incident Reporting Process Plan describing how the user reports service issues and opens incident for the services provided by the Contractor. If the Contractor provides an online incident reporting tool then details should be included in the process plan.

The Incident Reporting Process Plan should include:

1. How Customer reports an issue and opens an incident;
2. How Customer inquiries about status of service issue;
3. Toll free number for Customers to report issues 24x7x365, except for established maintenance windows;
4. How Contractor will provide each Customer department access to the complete incident;

5. Include major milestones, roles and responsibilities, deliverables, and commitment dates as negotiated between CALNET CMO and the Contractor; and,
6. How Contractors technical services will respond to requests within four (4) hours of notice.

### **10.3. Incident Data**

The incident data shall be retained for a minimum of twelve (12) months after the incident has been closed. When requested by Customer or CALNET CMO, the Contractor has up to ten (10) calendar days to provide incident data to requestor. Data shall be provided as a report unless Customer requests a different format.

### **10.4. Escalation Processes**

#### **10.4.a. CALNET CMO Escalation Process Plan**

Within fifteen (15) calendar days of execution of this Agreement, the Contractor shall provide a CALNET CMO Escalation Process Plan to be used for this Contract. CALNET CMO reserves the right to require changes to the Escalation Process prior to approval. The CALNET CMO Escalation Process shall:

1. Include a detailed escalation hierarchy within the Contractor's organization;
2. Include Contractor contact information of the individual(s) with increasing responsibility who will be available to resolve contract and service issues 24x7x365 as they are escalated within the Contractor's organization. Contractor shall provide 3 levels of escalation (at least one (1) level higher than Customer escalation contacts). Contact information shall include title/responsibility, office number, cell number and email address; and,
3. Remain current and provided to the CALNET CMO upon request, throughout the Contract Term.
4. Include major milestones, roles and responsibilities, deliverables, and commitment dates as negotiated between CALNET CMO and the Contractor.

#### **10.4.b. Customer Escalation Process Plan**

Within forty-five (45) calendar days of execution of this Agreement, the Contractor shall provide a Customer Escalation Process Plan to be posted on the FirstNet User Portal. The Customer Escalation Process shall:

1. Include a detailed escalation hierarchy within Contractor's organization;
2. Include Contractor contact information of the individuals with increasing responsibility who will be available to resolve issues 24x7x365 as they are escalated within the Contractor's organization. Contractor shall provide at least 3 levels. Contact information shall include title/responsibility, office number, cell number, and email address;
3. Remain current throughout the Contract Term; and,
4. Include major milestones, roles and responsibilities, deliverables, and commitment dates as negotiated between CALNET CMO and the Contractor.

### **10.5. Technical Resources**

The Contractor shall provide technical resources in sufficient quantity to support the CALNET contracted services, as agreed to by the Contractor, Cal OES, and the CALNET CMO.

The Contractor's technical resources assigned to provide support to this Contract shall possess a thorough knowledge of FirstNet Services.

In addition, the Contractor technical resources shall understand the State's objectives, and possess experience to support the Business and Technical Requirements of this Agreement.

### **10.6. Customer Service Support**

The Contractor shall designate a customer service representative (CSR), for the PSE. The CSR shall be available for activating and terminating services, making changes to accounts, answering questions and assisting in problem resolution. Customer services shall be available during normal business hours Monday- Friday 8:00 a.m. – 5:00 p.m. (PST/PDT). Customer services must respond to any customer services request within four (4) hours of notice.

### **10.7. Local Assistance Support Structure**

The Contractor shall provide a support structure for PSE Customers that need technical assistance, including, but not limited to, the installation, maintenance, programming, and configuration of new broadband equipment. The support structure must include clear pricing for each service. The Contractor shall provide contact information for Local Assistance Support in the Local Control Tool.

### **10.8. Local Assistance Support and Training Plan**

Within sixty (60) calendar days of execution of this Agreement, the Contractor shall provide Cal OES a plan that outlines how the Contractor will address the Local Assistance Support Structure and training requirements in this SOW.

The Local Assistance Support and Training Plan shall include but shall not be limited to:

1. How the Contractor will create a support structure that meets the requirements of SOW Section 10.8, *Local Assistance Support Structure*;
2. How the Contractor will update Local Assistance Support information.
3. How the Contractor will provide no-cost training to PSE Customers on, at a minimum:
  - a. Device operation;
  - b. Using the Applications Store (App Store);
  - c. PSE Agency Home Page;
  - d. Local Control and Incident Management;
  - e. Service provisioning and billing;
  - f. Identity, Credential, and Access Management (ICAM) administration;
  - g. Trouble ticketing and escalation;
  - h. Reporting and network monitoring; and,



- i. User installation of mobile and fixed mounted UEs and supporting systems, including recommended part numbers and placement of antennas for mobile apparatus.
4. Describe training availability and information about training type, such as group leader-led, in-person/in-store, webinar, or video;
5. Describe the approach to developing retail ecosystem/operations for PSE Customers that creates a retail presence available to state agencies, municipalities, and counties; and,
6. Include major milestones, roles and responsibilities, deliverables, and commitment dates as negotiated between Cal OES and the Contractor.

## **11. CONTRACTOR EQUIPMENT**

### **11.1. Equipment Warranty**

Equipment is covered by the manufacturer's consumer warranty that will be passed through to Customer. Service warranty will be provided by the manufacturer through an authorized warranty service location. The Contractor shall work with PSE to facilitate equipment warranty replacement.

### **11.2. Devices/Subscriber Identity Module (SIM) Cards**

The Contractor shall provide the appropriate SIM at no cost when PSE requires a replacement SIM or purchases equipment from the Contractor.

### **11.3. Product Recall**

The Contractor shall notify the State's CALNET CMO and affected PSE Customers within ten (10) calendar days of official notification by the manufacturer of any product recall purchased by this Contract. The Contractor will provide notification and instructions on how to return or replace the item. The Contractor shall work with PSE to facilitate recalled equipment replacement

## **12. FIRSTNET SOLUTION COSTS**

Pricing shall include any volume discounts offered by the Contractor and any monthly data usage fees. The Contractor shall provide device pricing in addition to device and plan pricing combined.

The Contractor shall provide all costs associated with this Contract, as identified for use by the FirstNet Authority, in the State provided Catalog document. This Catalog shall include information as indicated below, and is provided as a separate Microsoft Word file, keeping consistent with the Catalog formatting.

All prices shall not exceed the price identified in the Contractor's Catalog and shall be for the Term of this Contract. The Contractor shall not increase pricing, but pricing may be lowered pursuant to Section 13.1, Technology Refresh Amendments, below.

The Web Referenced Equipment price shall not increase, but may be lowered by the Contractor at any time.

## 12.1. Catalog Submission Requirements

The Catalog will become a list of the Contractor's priced items approved by the State to be part of the Contract. Items not approved by the State shall not be included in the Catalog. The State reserves the sole right to determine if an item is out of scope or is otherwise not in the State's best interests. Such items may be rejected by the State up to 90 Business Days after award. All changes to Catalog after Contract execution shall be accomplished in accordance with the State's Contract amendment process identified in Section 13, Amendment Process, below.

Instructions for completing the Catalog are provided below.

1. **Contractor's Description of Service, including required service description, features and additional features offered by the Contractor:** Provide a detailed overall summary of the services/features and identify service/feature configuration requirements including any special ordering requirements.
2. **Geographic Availability:** Describe where the service is geographically available. The "Geographic availability" provided for this field must match the information contained in the FirstNet Portal.
3. **Service Limitations and Restrictions:** Describe limitations and restrictions common to all service features. If the Contractor has no service limitations or restrictions, the Contractor shall indicate such by entering "none". The Contractor is cautioned that any of the following limitations or restrictions provided by the Contractor are unacceptable and will not be included in the Contract (this is not an all-inclusive list and is provided for example):
  - a. Minimum monthly usage charges (see Section 67 of the General Provisions – Telecommunications, *Charges*);
  - b. Requirements for a minimum order quantity for any service or feature;
  - c. Requirements for the Customers to commit to more than one (1) month's service; or,
  - d. Requirements that include advance payment for services or features prior to implementation and acceptance by the Customer.
4. **Feature Name:** The Feature Name as provided by the Contractor.
5. **Feature Description:** A detailed description of what the service or feature encompasses and entails, the functionality it provides, and what deliverables are included.
6. **Contractor's Product Identifier:** The Contractor shall provide a unique Product Identifier for each Feature Name and shall not be duplicated.
7. **Feature Restrictions, Limitations and Additional Information:** Identify all restrictions, limitations and other information that is uniquely associated with the offered item or feature (i.e., not common to all features), including specific dependencies and configuration requirements. The Contractor is cautioned that any of the following limitations or restrictions provided by the Contractor are unacceptable and will not be included in the Contract (this is not an all-inclusive list and is provided for example):
  - a. Minimum monthly usage charges (see Section 67 of the General Provisions – Telecommunications, *Charges*);

- b. Requirements for a minimum order quantity for any service or feature;
- c. Requirements for the Customers to commit to more than one (1) month's service; or,
- d. Requirements that include advance payment for services or features prior to implementation and acceptance by the Customer.

**8. Unit of Measure:** The unit of measure applicable to the service/feature being offered by the Contractor.

**9. Non-Recurring Charge:** The Contractor shall enter the Non-Recurring Charge.

**10. Monthly Recurring Charge:** The Contractor shall enter the Monthly Recurring Charge.

**11. Charge per change per item:** The Contractor shall enter the Charge per change per item.

## **12.2. Customer Web Based Equipment Catalog**

The Contractor shall provide a Customer Web Based Equipment Catalog (also referred to as Web Referenced Equipment) of equipment and accessories.

The Customer Web Based Equipment Catalog shall display pricing that includes the percentage discount off the manufacturer's suggested retail price.

Modification to the contents contained in this catalog are not subject to the amendment process. The Contractor may update, change or modify the offerings contained in the Customer Web Based Equipment Catalog at any time as needed without approval or consent.

## **12.3. FirstNet Unlimited Data Plans**

Any use of the term "unlimited" in any price model will be interpreted to mean that all data, regardless of priority level, has an unlimited usage per month.

If an Unlimited Plan exceeds 22GB of use of the plan's data prioritization feature a month for three (3) consecutive months, AT&T reserves the right to consult with the PSE and potentially move to a FirstNet Mobile - Pooled Plan. AT&T will work with the PSE to find the best solution for users over 22GB of use of the plan's data prioritization feature or as needed.

The Contractor shall provide monthly service plans that provide cellular service with the following functionality:

1. No limitation on the amount of data (GB) uploaded and downloaded.
2. No Contractor implemented network controls limiting the throughput (bps) of the data used by public safety-oriented applications and public safety communications.
3. No deprioritization where data throughput prioritization shall remain at the same level (Class) provisioned for public safety-oriented applications and public safety communications.

The highest level of priority provide the following functionality for public safety-oriented applications and for public safety communications to:

1. No Contractor implemented network controls limiting the throughput (bps) of the data to less than defined in the subscribed plans.

2. No deprioritization where data throughput prioritization shall remain at the same level (Class) provisioned.

### **13. AMENDMENT PROCESS**

The CALNET CMO and CDT STP shall execute mutually agreed upon amendments within twenty (20) Business Days of receipt of Contractor submitted documentation that is free of errors, omissions, and in proper format. All changes/reductions to current agreement pricing shall be formalized by an Amendment to the existing Contract. Changes shall be effective on the date of the execution of the Amendment or Letter of Concurrence (LOC). All Contract Amendments shall require CALNET and STP approval.

#### **13.1. Technology Refresh Amendments**

**FirstNet Solution Rate Plans, Products and Services** - Technology refreshes to add or update FirstNet Solution rate plans, products and services contained in the Catalog shall be submitted by the Contractor as needed, but no more than once per month. Pricing of any new products shall be equivalent to the percentage discount or proposed prices for other reasonably similar products. These changes will be made in the form of a contract amendment and must be approved by the CALNET CMO prior to adding to the Catalog. Obsolescence of a configuration may be determined at the discretion of the State.

**Exclusion: Web Referenced Equipment** - This Contract provides for technology refresh as new equipment is available and as models are discontinued or cease production. This equipment is not subject to the amendment process as identified in this section and may be performed by the Contractor at any time by maintaining a separate web referenced equipment list.

#### **13.2. Pricing Amendments**

**FirstNet Solution Rate Plans, Products and Services** - Pricing for rate plans, products and services may be negotiated during the Contract via the amendment process. All price changes shall be presented to the CALNET CMO and STP for approval using the same format as was accepted in the Contractor's original Agreement.

The following documentation shall be provided to support a request for a price change:

1. Justification for change;
2. Market conditions; and,
3. Manufacturers'/distributors' impact, if any.

**Exclusion: Web Referenced Equipment** - This Contract provides for price reductions and committed discount percentage increases as equipment list or retail prices change. The Contractor agrees to promptly lower the price of any item purchased through this Contract as equipment list or retail prices for this Contract change. This price reduction is not subject to the amendment process as identified in this section and may be performed by the Contractor at any time by maintaining a separate web referenced equipment list.

This exclusion does not apply to the Contractor's committed discount percentage from manufacturer's list price as identified in the Catalog.

### **13.3. Letter of Concurrence Contract Modification**

The State and the Contractor may agree orally on issues of immediate State emergency necessity with the concurrence of the CALNET CMO, STP, Cal OES and the Contractor Program Managers, respectively. In such situations, the Contractor will prepare a Letter of Concurrence (LOC) within three (3) Business Days and submit it to the CALNET CMO for written concurrence. The LOC will be considered binding on both parties for the period of the term of the LOC or until written modification of the Contract is made in accordance with this Section, whichever applies.

### **14. CONTRACTOR SUBMITTED PLANS**

The Contractor understands all plans requested by the State other than the Rate Plan (Catalog) are considered preliminary until mutually agreed upon and accepted by the CALNET CMO and Cal OES. All plans shall conform to PMI PMBOK standards and guidelines as applicable.

### **15. UNITED STATES PERSONNEL LOCATION ACCESS RESTRICTION**

Contractor management and/or administrative access to servers, the network, or network equipment directly associated with any service on this Contract shall only occur within the confines of the United States (U.S.) or U.S. Territories. Contractor personnel located at non-U.S. locations shall not be allowed access.

### **16. CONTINENTAL UNITED STATES (CONUS) SUPPORT PERSONNEL LOCATION**

The Contractor shall ensure that all direct technical and administrative support personnel assigned to any service on this Contract must be located within the Continental United States (CONUS) or the District of Columbia.

### **17. CUSTOMER PROPRIETARY NETWORK INFORMATION (CPNI)**

The Contractor shall not use or share CPNI for any activity other than as permitted by applicable law or with the approval of the Customer. Any disclosure of CPNI to other parties (such as affiliates, vendors and agents) shall only occur if it is necessary to conduct a legitimate business activity related to the services provided by the Contractor to the Customer except in instances where the Contractor is required by law to disclose CPNI, such as through subpoenas or other request by law enforcement officials, or if the intended use is permitted by FCC Rules or approved by the Customer.

The Contractor shall provide the Customer reasonable, written notification to the Customer prior to the disclosure of CPNI, except where expressly authorized by the Customer or where such disclosure of CPNI is permitted by applicable law. Such notification shall indicate the reason for the CPNI disclosure.

The Contractor must authenticate a Customer prior to disclosing information by means of Customer-initiated telephone contact or requested access to any of the Contractor's CPNI containing portals, websites or databases.

The Contractor must obtain from all of its Customers (new and existing) that procure services offered under this Contract, a signed agreement to share their CPNI and any other account and usage information with the CALNET Program, Cal OES, or appropriate designated PSE needed to comply with the requirements specified in this Agreement. Within thirty (30) days of contract execution, the Contractor shall present a template of the agreement for approval by the State.

### **17.1. Customer Proprietary Network Information Compliance**

The Contractor shall comply with all CPNI rules under Federal and State law to protect the confidentiality of Customer information.

Other than as permitted by applicable law or with the approval of the authorized Customer representative or authorized CALNET CMO, the Contractor shall not have the right to share Customer information among Subcontractors, Affiliates, or unrelated third parties.

The Contractor shall provide the Customer or the authorize CALNET CMO reasonable, written notification prior to the disclosure of Customer Information, except where expressly authorized by the Customer representative or authorized CALNET CMO or where such disclosure of Customer Information is permitted by applicable law.. Such notification shall indicate the reason for the disclosure of Customer Information.

Upon CALNET CMO request, the Contractor shall provide a detailed description of their process for obtaining CPNI permission from the Customer.

### **18. PROVISIONING AND IMPLEMENTATION**

This Section describes the support responsibilities of the Contractor for activities related to PSE Customer acquisition of services and equipment as defined in this Contract. The Contractor shall be responsible for the coordination and processing of all acquisitions for services and equipment provided by Subcontractors and Affiliates.

#### **18.1. Eligibility**

All Customers must be a qualified PSE as recognized by the First Responder Network Authority. It is the Contractor's responsibility to authenticate the PSE eligibility to utilize this Contract, and the Contractor shall restrict use solely to authorized users as defined in SOW Section 7, *Contract Usage Eligibility*.

For Non-State Customers the Contractor shall submit a CALNET FirstNet Authorization to Order (ATO) prior to accepting a fully executed purchase document. Refer to Attachment 2 - CALNET– Authorization to Order (ATO). CDT will process all CALNET FirstNet ATO requests within five (5) business days.

#### **18.2. Authorized Personnel**

The Contractor shall deliver FirstNet equipment and services to PSE Customers in accordance with the FirstNet eligibility terms. The Contractor shall provide equipment or services upon receipt of an authorized and properly executed purchase document and/or service order by Authorized Personnel, as defined by the State.

The Contractor will accept orders and make changes to PSE Customer accounts only from Authorized Personnel, and assumes liability for costs incurred by accepting a purchase from an unauthorized person.

#### **18.3. Ordering – Non Emergency**

The Contractor shall:

1. Verify Customer's authority to order services by verifying the information contained in the CALNET Application Management Systems (CAMS) for each Service Request or Purchase Order.
2. Accept the following State forms in accordance with the CALNET C3A2FN9-18 User Instructions:
  - a. Equipment – State of California standard Purchasing Authority Purchase Order (PAPO) Form 65 (STD.65)
  - b. Service – State of California standard Telecommunications Service Request Form 20 (STD.20)
  - c. Authorized Non-State PSE Customer Purchasing Document
3. Not begin Billing and Invoicing for services, until the Customer's service is fully functional and the Contractor has received Customer Acceptance.

**18.3.a. Custom and Bulk Orders – Non-Emergency**

Device orders of 25 units or less must be received by 3:00pm ET. Delivery intervals are measured in business days and excludes Weekends/Holidays. Intervals for bulk or custom orders of 25 devices or more are not applicable to the Provisioning SLA (Section 21.6), as the timeframe may be different as mutually agreed upon between the State and the Contractor.

**18.4. Ordering – Emergency**

In the event of an emergency, as defined in Public Contract Code Section 1102, the Contractor shall:

1. Accept all orders from Authorized PSE's.
2. Accept the following State forms in accordance with the CALNET C3A2FN9-18 User Instructions:
  - a. Equipment – State of California standard Purchasing Authority Purchase Order (PO) Form 65 (STD.65)
  - b. Service – State of California standard Telecommunications Service Request Form 20 (STD.20)
  - c. Authorized Non-State PSE Customer Purchasing Document

**18.5. Service and Equipment Ordering Methods**

The Contractor shall provide Customers a toll-free telephone number for processing Service Requests and Purchase Orders, and fielding status inquiries.

Within fifteen (15) calendar days of execution of this Agreement, the Contractor shall provide CALNET CMO, STP, and Cal OES an Order Submission Process Plan to be used by Customers for Non-Emergency and Emergency ordering<sup>1</sup>. The Plan must require the use of the Form 20 and STD 65 from State PSE Customers, and Authorized Non-State PSE

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<sup>1</sup> If needed, Emergency ordering shall commence upon execution of this Contract and shall not be dependent on acceptance of the Order Submission Process Plan.

Customer Purchasing Document.

The Plan must include:

1. Regular order delivery method(s) (such as: phone, fax, online etc.);
2. Business days and office hours submissions are accepted;
3. Major milestones, roles and responsibilities, deliverables, and commitment dates as negotiated between CALNET CMO and the Contractor;
4. Method(s) for Customers to obtain status on orders (such as: phone, email, online etc.);
5. Method of confirming receipt of order;
6. Toll free order lines for submissions;
7. Emergency order and status inquiry process;
8. Activation, delivery, and/or replacement of Subscriber Identification Module (SIM) cards; and,
9. Retail Ecosystem

#### **18.6. Order Acknowledgement and Confirmation**

The Contractor shall provide Customer with an order acknowledgement within four (4) hours of receipt of PSE Service Request. Order confirmation notification shall be within one (1) business day of receipt of PSE Service Request. Order confirmation notification shall include the following:

1. Equipment and or service plan purchased
2. Department Purchase Order Number
3. Contractor Order Number (must be an unique service order number for each Customer service request. No duplicate order numbers shall be issued.)
4. Subscriber name
5. Bill to address
6. Ship to address
7. Ordering department
8. Account information

#### **18.7. Service Activations**

For all Service Activations in this Contract, the Contractor shall provide the following services at no extra charge:

1. Per line caller ID blocking;
2. Upgrades or downgrades to service plans as needed, with no limits;
3. Provide the ability for PSE Customers to switch local or wireless carriers and still retain the same phone number with no penalty; and,
4. Contractor shall provide assistance and instruction to PSE Customers to activate, terminate or suspend service as follows.



**18.7.a. Transition-In of Existing PSE Subscribers**

The Contractor shall migrate all existing AT&T PSE Customers, upon request by the PSE, to this Contract at no cost. Local Governmental Agencies and other PSE Customers, at their option, may remain with their current plans. AT&T shall notify users if they need a new SIM card, or FirstNet-capable device to access advanced features of the NPSBN.

**18.7.b. Service Activation – Existing Equipment**

Unless otherwise agreed upon by the PSE Customer, the Contractor shall activate existing equipment and complete requested activation effective on the date requested.

**18.7.c. Service Activation – New Equipment**

1. New Subscribers

For new PSE Customers with Contractor-provided equipment, the Contractor shall ship equipment activated, registered and ready for use within five (5) business days, of receipt of PSE Service Request (delivery timeframe determined by the PSE Customer). If expedited 24 hour delivery is required, the Contractor may bill the PSE Customer at the shipping rates defined in the Catalog. Activations that include number portability shall be completed at time of Customer request.

2. Replacement/Upgrade Equipment

For existing PSE Customers, the Contractor shall ship replacement equipment inactive, unless specified otherwise on the purchase document within five (5) business days, of receipt of PSE Service Request (delivery timeframe determined by the PSE Customer). If expedited 24 hour delivery is required, the Contractor may bill the PSE Customer at the shipping rates defined in the Catalog. The Contractor shall comply with Customer requests for an automatic activation period for new equipment.

**18.7.d. Service Activation – Emergency**

In the event of an emergency, as defined in Public Contract Code Section 1102, the Contractor must activate available equipment with service within four (4) hours after request from Authorized PSE. The Contractor shall act in accordance with PMAC General Provisions - Telecommunications, Section 65 – Need for Contractor Services Due to Emergency.

**18.8. Service Activation Plan**

Within thirty (30) calendar days of execution of this Agreement, the Contractor shall provide Cal OES and CALNET CMO a Service Activation Plan that:

1. Identifies the process that is required by Authorized PSE to activate service for Transition-In PSE Customers, new subscribers, existing subscribers, and emergency purposes; and,

2. Includes major milestones, roles and responsibilities, deliverables, and commitment dates as negotiated between CALNET CMO and the Contractor.

#### **18.9. Service Termination, Suspension, Changes**

Unless otherwise mutually agreed upon by the PSE Customer and the Contractor, the Contractor shall terminate, or suspend service, or make account changes on services and complete request effective on the date requested, or on the first day of the current billing cycle, as applicable.

#### **18.10. Temporary Suspension and Reactivation**

Upon proper notification by Authorized PSE, the Contractor shall temporarily suspend lines as defined below:

1. Emergency – within 24 hours
2. Non-Emergency – within 24 hours

Upon proper notification by Authorized PSE, the Contractor shall reactivate lines as defined below:

1. Emergency – within four (4) hours or less
2. Non-Emergency – within 24 hours

During periods of suspension, the line shall incur a temporary monthly suspension charge as identified in the Catalog and the phone number must not change before, during, or after suspension. The maximum period of suspension will be six (6) months.

#### **18.11. Temporary Service Suspension and Reactivation Plan**

Within thirty (30) calendar days of execution of this Agreement, the Contractor shall provide Cal OES and the CALNET CMO a Temporary Service Suspension and Reactivation Plan that:

1. Describes the process for requesting temporary service suspension and subsequent service reactivation; and,
2. Includes major milestones, roles and responsibilities, deliverables, and commitment dates as negotiated between CALNET CMO and the Contractor.

#### **18.12. Service Change Charges**

Contractor shall not:

1. Charge a change fee or extend any service plan contract term when a PSE Customer changes service plans;
2. Restrict the number of service plan changes that can be made; and
3. Charge to delete (disconnect) any Service. Charges for services shall cease on the Customer-requested disconnect date.

#### **18.13. End-of-Life Provisioning Requirements**

1. New Services and Equipment

The Contractor shall not include as part of its proposed, specified, or initially employed solutions and services, any equipment or software that the manufacturer has announced as being manufacturer-discontinued.

2. Existing Services and Equipment

The Contractor shall notify CALNET CMO and PSE Customers, within ten (10) calendar days of announcement, of all manufacturer and the Contractor announcements regarding future equipment, applications, or software discontinuance and/or end of manufacturer or Contractor support.

a. Services

When manufacturer discontinues a service (including equipment owned and operated by the Contractor), the Contractor shall either:

- i. Continue providing the service through the remainder of the Contract Term, or
- ii. Provide equivalent or better replacement service at no additional cost to the State or Customer. Proposed replacement service shall be approved by CALNET CMO.

If the Contractor chooses to continue providing the original service (option “a.i”, above) the Contractor shall:

- i. Propose in writing to CALNET CMO a plan to provide adequate support;
- ii. Propose in writing to CALNET CMO a plan to ensure Customers receive service levels consistent with the requirements in the relevant SOW;
- iii. Receive in writing CALNET CMO’s approval of Contractor’s request.

In responding to the Contractor’s request, CALNET CMO may require additional information. The determination of the adequacy of the Contractor’s request, and the approval, disapproval, or other response to the request shall be at CALNET CMO’s discretion.

**18.14. Equipment Repair/Replacement Process Plan**

Within 60 calendar days of this executed agreement, the Contractor shall provide a Equipment Repair/Replacement Process Plan to the CALNET CMO and Cal OES.

**18.15. Equipment Delivery and Acceptance**

**18.15.a. Delivery Time**

The Contractor shall complete delivery of in-stock products ordered within the timeframe specified by the PSE Customer at time of order, within five (5) business days, delivery. If expedited 24 hour delivery is required, the Contractor may bill the PSE Customer at the shipping rates defined in the Catalog for out of stock items refer to *Out of Stock Notification* Section below.

**18.15.b. Out of Stock Notification**

The Contractor shall notify the PSE Customer if an item is out of stock within 24 hours after PSE Customer order is received. The Contractor shall offer an equivalent substitute, and the Customer shall have the option of accepting or cancelling the item from the order. If the Customer opts for substitution, the Contractor must provide the equipment to the Customer within the same delivery timeframes of the original order and at no additional cost. Under no circumstance is the Contractor to make unauthorized substitutions.

**18.15.c. Unfilled Equipment Orders**

The Contractor shall notify the PSE of all partially shipped orders in writing within 24 hours of shipment. The PSE may accept the partial shipment if the delivery of the remaining goods are assured.

**18.15.d. Shipment Notification Confirmation**

The Contractor must provide a shipment confirmation to the Customer the day of order shipment. The shipment confirmation must contain:

1. Phone number for new lines
2. Electronic serial number (ESN)
3. Date shipped
4. Tracking number
5. Account number
6. Subscriber name
7. Additional information mutually agreed upon the by the Customer and the Contractor

**18.15.e. Delivery Cost**

All prices provided shall be F.O.B. Destination; freight prepaid by the Contractor, except in the delivery of Emergency orders where expedited delivery is required. Responsibility and liability for loss or damage for all orders shall remain with the Contractor until final Customer inspection and acceptance, when all responsibility shall pass to the ordering PSE, except the responsibility for latent defects, fraud, and the Contractor's warranty obligations.

**18.15.f. Delivery – Emergency Orders**

In the event of an emergency, as defined in Public Contract Code Section 1102, the Contractor shall act in accordance with PMAC General Provisions - Telecommunications, Section 65 – Need for the Contractor Services Due to Emergency.

The Contractor shall provide immediate delivery to Customers in an emergency situation, including providing expedited delivery (e.g., Overnight Shipping) or enable the Customer to pick up the equipment at a retail center, if available. The Contractor shall identify expedited delivery costs in the Catalog if the Contractor intends to charge for this option.

**18.15.g. Emergency Orders Delivery Plan**

Within thirty (30) calendar days of this Execution of this Agreement, the Contractor shall provide Cal OES and CALNET CMO an Emergency Orders Delivery Plan that:

1. Identifies the process that is required by Authorized PSE to request delivery for an emergency situation; and,
2. Includes major milestones, roles and responsibilities, deliverables, and commitment dates as negotiated between CALNET CMO and the Contractor.

**18.15.h. Shipped Equipment – Packing Slip**

All shipped orders shall include a packing slip with:

1. Customer name, section or unit name, location (street address, building floor, and room numbers)
2. Contact/name of ordering person if different than the Customer's Authorized Personnel
3. Billing address
4. Ship to address
5. Contractor Order number
6. Agency Order number (purchase document number), as applicable
7. Description of items
8. Packages containing multiple products shall be clearly labeled as such.

**18.15.i. Damaged or Defective Items**

The Contractor shall be responsible for the credit and/or replacement of any freight-damaged or defective item at time of delivery. The Contractor shall provide credit and/or replacement for freight-damaged or defective item(s). The Contractor shall commence the replacement process within 24 hours after notification by the Customer.

Upon request, the Contractor shall provide immediate delivery to Customers, including providing expedited delivery (e.g., Overnight Shipping), or enable the Customer to pick up the equipment at a retail center, if available.

The Contractor shall not require the Customer to deal directly with the manufacturer. The Contractor shall provide the Customer with a prepaid and self-addressed container suitable for the item(s) return.

**18.15.j. Items Shipped in Error**

Within 24 hours of a PSE Customer’s notification of error, the Contractor shall ship the correct item(s) and provide the Customer with a prepaid and self-addressed container suitable for returning the item(s) shipped in error. If correct items are not available refer to Section 18.15.c, *Unfilled Equipment Orders*. The Contractor shall follow the requirements set in *Delivery – Emergency Orders* Section 18.15.f, and will be provided at no cost to the PSE Customer.

**18.15.k. Restocking Policy**

The Contractor shall not impose a restocking fee on the Customer if an item is returned due to damage, incorrect product shipped, or an order entry error by the Contractor. The Contractor shall not impose restocking fees on authorized purchaser for inventory that is returned and exchanged for other inventory.

**19. DATA MANAGEMENT AND STANDARDIZATION**

The purpose of this Section is to standardize data throughout the Contract, define the rules for referencing and reporting on the data, and define the Contractor reporting requirements for the contract. The Contractor shall be required to utilize the State prescribed data standards as defined in this Section for reporting. In defining the data criteria, the State seeks to establish a level of accuracy, consistency, reliability and completeness in this Contract’s data. The Contractor shall comply with the State Data Management and Standardization requirements and reporting requirements.

**19.1. Reporting Responsibility**

The Contractor shall be responsible for reporting on all products and services purchased under this Contract. The Contractor shall submit standardized reports in accordance with the due dates specified in this Contract. The CALNET CMO shall have the right to verify required reports and to take any actions necessary to enforce compliancy of reporting requirements.

**19.2. Customer Naming Conventions**

The Contractor shall provide the State a list of CALNET Customer Names and Customer Identifiers. The Customer Names and Customer Identifiers shall be used on all service provisioning documentation, tools, reports, or as directed by the CALNET CMO. The Contractor will notify the CALNET CMO when updates are made to the Customer Names and Customer Identifiers.

The Contractor shall work with the State to utilize State provided Customer Names and Customer Identifiers consistent with State of California mobility contracts.

**19.3. Data Exchange/Report Submittal**

The method of data exchange for standardized data/reports shall be agreed upon between the Contractor and the State within thirty (30) calendar days of Execution of this Agreement. The methods of data exchange and report submittal are described below.

1. File Upload Process via CALNET Automated Management System (CAMS) web application operated by the State

2. Secure File Transfer Protocol (SFTP): Pipe-Separated Value (PSV) exchanged via a server operated by or on behalf of the State
3. The Contractor shall provide CALNET data and reports through private portal, secured email, encrypted USB drive or other media sources, as requested by the State

For ad-hoc reports the method of exchange/submittal will be determined by the State at the time of the request.

#### **19.4. Data Fields**

The Contractor shall work with the CALNET CMO to mutually agree upon the defined data fields for data files and reports. These fields shall be utilized by the Contractor when referencing all CALNET data.

#### **19.5. CALNET Reporting Guidelines**

The Contractor shall utilize the prescribed data standards, formats and guidelines presented and defined in the CALNET Reporting Guidelines when providing data and reports. All reporting requirements as defined within this Section and all Contractor report specifications approved by CALNET CMO will be added to the CALNET Reporting Guidelines.

The State reserves the right to request modifications or additions to the CALNET Reporting Guidelines to accommodate the State's reporting needs. Modifications to the Reporting Reference Guide will be provided no more than annually.

#### **19.6. Data Reporting Requirements**

The Contractor shall meet the following data requirements on reports defined within these Business Requirements and the CALNET Reporting Guidelines.

1. The Contractor shall provide reports that allow the State to perform the following oversight functions:
  - a. Identification and Validation of Products/Services and rates;
  - b. Compilation of statistics on Products/Services from a high level to a detailed level;
  - c. Development of inventory and expenditure reports;
  - d. Identification and Validation of the Contractor's Customer Billing (to include all charges, service taxes, surcharges, and sur-credits, refunds, and adjustments); and,
  - e. Identification and Validation of Administrative Fee.
2. The Contractor shall provide Initial Service Catalog data within thirty (30) calendar days of Execution of this Agreement, and any revisions to Service Catalogs within thirty (30) calendar days of CALNET CMO approval of Catalog;
3. The Contractor shall provide ad hoc reports as requested by the State at no cost to the State and acknowledge within 24 hours of receipt of request to determine the time frame agreed upon between the Contractor and the State;
4. The Contractor shall provide monthly CALNET Management and Oversight Compliance Reports to the State within 45 calendar days of the end of each reporting period;

5. The Contractor shall provide Management and Oversight Compliance Reports to the State even when there is no activity for the reporting period;
6. The Contractor shall ensure Management and Oversight Compliance Reports include all services provided under this Contract relative to that reporting period;
7. Data on all Management and Oversight Compliance Reports shall include data from Subcontractors and Affiliates relative to that reporting period;
8. The Contractor shall populate the “Special Pricing” column with “IPR”, when applicable, on all Management and Oversight Compliance Reports;
9. The Contractor shall provide a unique Catalog ID for each product line item in the Initial Service Catalogs and Service Catalog Revisions and will not be duplicated across the Contractors Categories. See Section: Service Catalog Data;
10. The Contractor shall update all CALNET reports to align with any changes made to the application of Administrative Fee charges on Contracted services. This shall be done at the request of the CALNET CMO, and the CALNET CMO must approve all changes;
11. The Contractor shall proactively correct and resubmit all inaccurate Management and Oversight Compliance Reports to the CALNET CMO to ensure accuracy and compliance with the requirements;
12. The Contractor shall provide reports in MS Excel or MS Access format as mutually agreed upon by the Contractor and the CALNET CMO(version 2013 or higher). Report formats will be defined in each report specification or request; and,
13. All report formats shall be approved by the State and no changes shall be made to the data fields, format or headings without prior written consent of the State.

#### **19.7. Report Formats**

Unless requested otherwise, the Contractor shall provide the following as defined in the CALNET Reporting Guidelines:

1. Use the File Labeling Conventions for data files and reports as defined by CALNET CMO;
2. CALNET data files shall be formatted as delimited data files with all data fields delimited by pipes (“|”);
3. The first record of each report shall be a required header record that labels the columns using data field naming conventions;
4. A summary record may be required as the last record of each report as defined in the report specifications;
5. Data records shall be required in reports and immediately follow the header record;
6. Data fields within reports that are not applicable to the Service Type and Feature Name being reported shall be left blank but shall still contain a delimited placeholder; and,
7. All final report formats shall be approved by the CALNET CMO and no changes shall be made to the data fields, format or headings without prior written consent of CALNET CMO.



### **19.8. Data Retention**

All CALNET data and reports shall be retained and maintained by the Contractor in a secure environment for the periods identified in the PMAC General Provisions – Telecommunications, Section 44, Examination and Audit.

### **19.9. Data Accuracy and Accountability**

For all CALNET data and reports provided by the Contractor, including data provided by Subcontractors and Affiliates, the Contractor shall meet all data accuracy and accountability requirements as defined below.

The Contractor shall provide accurate and complete data when submitting or publishing the following to the CALNET CMO:

1. Service/Product catalogs;
2. Customer Invoices;
3. Management and Oversight Compliance Reports; and,
4. Ad-hoc data and reports not available to the CALNET CMO.

The Contractor shall correct and submit any inaccurate or incomplete reports within three (3) calendar days upon written notification by CALNET CMO. If the Contractor is unable to submit accurate reports within three (3) calendar days, the Contractor must contact CALNET CMO and provide a corrective action plan, including the timeline for completion and delivery. The corrective action plan shall be subject to CALNET CMO approval.

### **19.10. Timely Data Delivery**

For all CALNET data and reports provided by the Contractor, including data provided by Subcontractors and Affiliates, the Contractor shall meet all compliancy due dates as defined below:

The Contractor shall provide timely data when submitting or publishing the following to the CALNET CMO:

1. Service/Product catalogs;
2. Customer Invoices;
3. Management and Oversight Compliance Reports; and,
4. Ad-hoc data and reports not available to the CALNET CMO.

The Contractor shall deliver any late reports within three (3) calendar days upon written notification by CALNET CMO. If the Contractor is unable to deliver late reports within three (3) calendar days, the Contractor must contact CALNET CMO and provide a corrective action plan, including the timeline for completion and delivery. The corrective action plan shall be subject to CALNET CMO approval.

### **19.11. Service Catalog Data**

The Contractor shall provide Initial Service Catalog Data and Service Catalog Revisions Reports as detailed in the CALNET Reporting Guidelines.

#### **1. Initial Service Catalog Data**

The Contractor shall provide their Initial Service Catalog Data within thirty (30) calendar days of Execution of this Agreement. This Initial Service Catalog Data shall include all services and products along with descriptions and pricing. The Contractor shall provide Initial Service Catalog Data in two (2) files. One file shall contain the high level Service description information. The other file shall contain all product specific information including product descriptions and pricing.

The detailed format and data fields included in these data files will be presented by the State to the Contractor upon award. The Contractor will work with the State to meet the Initial Service Catalog Data requirements.

#### **2. Service Catalog Revisions Data**

The Contractor shall provide Service Catalog Revision Data within thirty (30) calendar days of the effective date of any amendment or any other change to Catalog as approved by the CALNET CMO. This Service Catalog Revision Data shall only contain adds, changes, or deletes to the catalog information.

The detailed format and data fields included in these data files will be presented by the State to the Contractor upon award. The Contractor will work with the State to meet the Service Catalog Revisions Data requirements.

### **19.12. Management and Oversight Compliance Reports**

#### **1. Orders Report**

The Contractor shall provide a reporting of all Service Request activity for CALNET services and features that have been moved, added, changed, or deleted during the Service Month to the CALNET CMO on a monthly basis, consistent with current State of California Mobility reporting. The Orders report shall contain all Service Request activity that has been completed during the Service Month and shall be provided at the most granular level to allow for reporting summarization and filtering on key data elements.

The detailed format and data fields included on this report will be presented by the Contractor to the CALNET CMO as a sample for approval. The Contractor will work with the State to determine how best to represent the information on the report to fulfill the State's report objective. The sample report shall be provided to the CALNET CMO five (5) calendar days after execution of this Agreement.

#### **2. Inventory Report**

The Contractor shall provide a reporting of all CALNET Services to the State on a monthly basis, consistent with established State of California Mobility reporting as defined in previous State mobility contracts. This report shall include each Customer's contracted services and features, usage, equipment when attached to billed services, and provide

current quantities. For quantities that are usage based, the quantity reported shall represent the total usage for the month being reported. The report shall represent a snapshot of the Contractor's total inventory on the last day of the Service Month being reported. This reporting shall be provided at the most granular level to allow for reporting summarization and filtering on key data elements.

The detailed format and data fields included on this report will be presented by the Contractor to the CALNET CMO as a sample for approval. The Contractor will work with the State to determine how best to represent the information on the report to fulfill the report objective. The sample report shall be provided to the CALNET CMO five (5) calendar days after execution of this Agreement.

### 3. Services Billed Report

The Contractor shall provide a reporting of the Contractor's billed CALNET services to the State on a monthly basis, consistent with established State of California Mobility reporting as defined in previous State mobility contracts. The report shall provide monthly billing detail for all Product IDs, including both services and features for the Service Month being reported. The report shall contain all feature components for the service listed as individual data records directly under the service. This report shall include data for the Service Month being reported. This reporting shall be provided at the most granular level to allow for reporting summarization and filtering on key data elements.

The detailed format and data fields included on this report will be presented by the Contractor to the CALNET CMO as a sample for approval. The Contractor will work with the State to determine how best to represent the information on the report to fulfill the report objective. The sample report shall be provided to the CALNET CMO five (5) calendar days after execution of this Agreement.

### 4. Equipment Sales Report

The Contractor shall provide a quarterly summary report of equipment sold on CALNET. This report shall include data for the quarter being reported, consistent with established State of California Mobility reporting as defined in previous State mobility contracts.

The detailed format and data fields included on this report will be presented by the Contractor to the CALNET CMO as a sample for approval. The Contractor will work with the State to determine how best to represent the information on the report to fulfill the report objective. The sample report shall be provided to the CALNET CMO sixty (60) calendar days after execution of this Agreement.

### 5. Rate Plan Summary Report

The Contractor shall make available to each Customer a summary reporting of rate plan, data, and messaging usage and charges for each wireless user via the Local Control Tool. This report shall assist in analyzing the price plan needs of the Customer's managed wireless users, and identify overage issues.

The detailed format of this report will be presented by the Contractor to the CALNET CMO as a sample for approval. The Contractor will work with the State to determine how best to represent the information on the report to fulfill the report objective. The sample report shall be provided to the CALNET CMO 30 calendar days after execution of this Agreement.

6. Services Optimization Usage Report

The Contractor shall provide a quarterly optimization usage report to the CALNET CMO. The objective of the optimization usage report is to ensure that each Customer is utilizing the most appropriate and cost efficient plan. The report shall identify if Customers may be consistently incurring overage charges and therefore should move to a more cost effective plan, or if Customers are consistently under-utilizing a plan and therefore should move to a lower cost plan based on their previous quarter of usage activity.

The detailed format of this report will be presented by the Contractor to the CALNET CMO as a sample for approval. The Contractor will work with the State to determine how best to represent the information on the report to fulfill the report objective. The sample report shall be provided to the CALNET CMO 30 calendar days after execution of this Agreement.

7. Services Itemized Usage Report

The Contractor shall provide a monthly Services Itemized usage report to the CALNET CMO. This report shall include full itemized call details, including all billing related information, for all active services the Customer has purchased with the Contractor. The detailed call information should include call dates, call numbers, call time, plan cost, charges, and all other fees, including any overage cost accrued during the billing period.

The detailed format of this report will be presented by the Contractor to the CALNET CMO as a sample for approval. The Contractor will work with the State to determine how best to represent the information on the report to fulfill the report objective. The sample report shall be provided to the CALNET CMO 30 calendar days after execution of this Agreement.

**19.13. Reports Upon Customer Request**

The Contractor shall provide the following types of reports upon request and at no charge to the Customer or State via the Local Control Tool:

1. Voice and/or Data Reports

The Contractor shall provide Customers with voice and/or data service related information. The report format and field specifications shall be determined and agreed upon by the Contractor and the Customer.

2. Equipment Summary Reports

The Contractor shall provide Customers with an inventory of equipment. The report format and field specifications shall be determined and agreed upon by the Contractor and the Customer.

3. Usage Reports

The Contractor shall provide Customers with usage reports which include a full itemization of call details such as call date, call time, minutes, plan cost, per minute charges, overage cost, other standard bill information for the consumer account. The data provided on this report shall be to the detailed level to enable verification of usage by the Customer.

4. Customized One Time or Recurring Reports

The Contractor shall provide Customers with custom reports which include selected accounts, service periods, and billing related information.

**20. BILLING AND INVOICING**

1. Payments to the Contractor will only be issued for receipt of valid and approved invoices.
2. The Contractor shall provide a Product Identifier for each Service and Feature Name to appear on Customer invoices as identified in the Catalog.
3. Any duplicate Product Identifiers shall provide the exact same service, feature, and functionality at the same cost with the same limitations, to include Monthly Recurring Charge (MRC), Non-Recurring Charge (NRC), and Change Charges.
4. The Contractor shall NOT comingle billing of services from other Contracts onto the FirstNet invoice.
5. The Contractor shall:
  - a. Maintain a secure password protected web-based Billing and Invoicing application which delivers integrated monthly invoices to Customers including services provided by the Contractor, its Subcontractors and Affiliates;
  - b. List recurring and non-recurring line items individually by line number and feature identifier;
  - c. Provide within the Billing and Invoicing application the ability to download/export data into an MS Excel 2013 or higher document;
  - d. Generate monthly invoices to Customers that are accurate and provide sufficient data for the Customer to validate and reconcile in a timely manner;
  - e. Distribute invoice(s) to authorized Customer within 15 calendar days of the end of the monthly billing cycle;
  - f. Utilization of the Customer Naming Conventions as mutually agreed upon by the Contractor and the CALNET CMO;
  - g. Ensure necessary invoice modifications no more than two (2) bill cycles following Contract amendment signature;
  - h. Itemize all charges by Product Identifiers for each Service and Feature Name. Monthly Recurring Charges, Non-Recurring Charges, and Adjustments must be itemized;
  - i. Post and identify Adjustments on invoices (i.e. credits, debits) and provide applicable cross referencing information upon Customer request, if available;
  - j. Identify late payment charges on the invoice and upon request provide proof that the late payment charge is valid;

- k. Provide the Billing and Invoicing application and post link to the Local Control Tool within sixty (60) calendar days of Execution of this Agreement;
- l. Not bill for, and the Customer shall not be responsible for, usage charges that are a result of the failure of the Contractor's system to disconnect after a caller hangs up, as applicable; and,
- m. Invoice in arrears. The State is only authorized to pay for services that have been rendered as stated in SAM 8422.1 and SCM Volume 3 – 9.A1.0 and 9.A2.0.

**20.1. Invoice Content Requirements**

Invoice content will vary depending on the type of service. Invoices shall include a sufficient amount of data for a Customer to validate charges and for the invoice to pass an audit. Minimum invoice content requirements are listed below.

Content for monthly airtime Initial Invoice Page:

- 1. Billing Account Number (BAN) or equivalent;
- 2. Invoice Number;
- 3. Bill Cycle Date;
- 4. New Charges;
- 5. Previous Balance – the amount reflecting any unpaid charges from previous invoice(s) that has been carried forward;
- 6. Total Amount Due;
- 7. Payment(s);
- 8. Payment Due Date
- 9. Adjustments; and,
- 10. Toll-Free Support Line.
- 11. Content for Non-Recurring Charges (NRC)
- 12. Activation Date (if applicable); and,
- 13. When available and upon request, Service Request Number or equivalent.

Content for Remittance Slip (downloaded via Premier ebill)

- 1. Contractor Name;
- 2. Remittance Address;
- 3. Account Number;
- 4. Invoice Due Date; and,

5. Total Amount Due.
6. Additional Required Invoice Content (if applicable)
7. BTN, or equivalent;
8. Product ID;
9. Feature Name;
10. Quantity;
11. Billing Period – The billing cycle for which the MRC applies;
12. Charge – the MRC for each Product ID;
13. Usage Charge – to include Call Detail Record if applicable
14. Adjustments; and
15. Itemized Taxes, Fees and Surcharges – provided at the BTN, (or equivalent) level.

Additional information shall be provided by the Contractor as necessary for a customer to validate charges. If an invoice includes acronyms, symbols or codes the Contractor shall include a legend within the invoice.

## **20.2. Invoice Delivery Methods**

The Contractor shall:

1. Provide invoicing as Web-based (Paperless) and Paper. The web-based method must be secure password protected;
2. Issue a paper Remittance Slip free of charge for payment processing. Double sided print is required.

The Contractor may provide other means of electronic data with no additional cost to the State or Customers (e.g. data files), when mutually agreed upon.

### **20.2.a. Web-Based (Paperless) Invoicing Delivery Options**

The Contractor may offer Paperless Invoicing Delivery Options, which shall be accessed through the web-based application allowing Customers to view and print invoices and detail online.

Customers may request complete turn off of all paper with the Customer printing invoices, invoicing detail and Remittance Slip online through the Contractor's web-based application.

Customers may request partial turn off of paper with the Customer printing invoices, invoicing detail as stated above and the Contractor providing a paper Remittance Slip delivered by the United States Post Office.

The Contractor shall:

1. Provide the ability for the Customer to establish a monthly invoice email notification, which is delivered to the Customers identified email addresses;
2. Include URL or access link on the email notification directing Customers to their online invoice for viewing and printing;
3. Provide the ability for an authorized Customer to identify additional employees email addresses, allowing multiple notifications for a single BAN; and,
4. Waive late payment charges if related to delivery failure of the Paperless Invoicing Delivery Options.

The Web-based Paperless Invoicing Delivery Options will not change the required Invoice Delivery Methods.

### **20.3. Invoicing Support**

1. The Contractor Shall Provide To Customers:
  - a. Invoice Support to Customers including problem resolution and status updates within 48 hours of initial notification;
  - b. A toll-free support telephone number as a single point of contact;
  - c. Staff resources with the necessary skill levels to support invoicing services; and,
  - d. Invoice support from 8:00 a.m. to 5:00 p.m., Monday through Friday.
2. The Contractor shall provide to CALNET CMO:
  - a. A designated contact for Billing and Invoicing to support the Billing and Invoicing Requirements; and,
  - b. Written notification to the CALNET CMO for any variations (e.g. temporary Product Identifiers, tax errors, incorrect billing of Product Identifiers, fraudulent activity) that may affect the Customer's invoices. Notification shall be provided through email within five (5) calendar days from identification.



#### **20.4. Billing Disputes and Adjustments**

Should the State or any Customer dispute, in good faith, any portion of the invoiced amount due, the Customer shall notify the Contractor in writing of the nature and basis of the dispute as soon as possible. In the event the dispute is not resolved prior to the invoice due date, the Customer may deduct the disputed amount from the amount due. No late payment charges shall apply to the disputed amount until the dispute is resolved by the parties at which time any amount due will be paid by Customer or adjustment shall be issued by the Contractor, consistent with the payment timelines set forth in this Agreement. All parties agree to use their best efforts to resolve disputes in a timely manner.

Escalation for dispute resolution will be directed to the CALNET CMO if either party deems necessary.

#### **20.5. Back Billing and Billing Credits**

The Contractor shall be limited to no more than 12 previous months of back billing on all services, products and features ordered under the Contract.

The Contractor shall provide Customer billing credits for up to three (3) years from the time of invoice billing date for any invoicing errors requiring a credit adjustment. The Contractor shall issue credit adjustment within sixty (60) calendar days of CALNET CMO or Customer notification and confirmation of the invoicing error by the Contractor.

#### **20.6. Service Taxes, Fees, Surcharges, and Surcredits**

Taxes, Surcharges, and Surcredits should be assessed on the contract price (Catalog pricing) excluding the administrative fees.

The Contractor shall provide to the CALNET CMO, upon request, an itemized detailed report of all service taxes, fees and surcharges that are included in its monthly invoices

The Contractor shall respond to the CALNET CMO within fifteen (15) calendar days from original contact date in regard to inquiries associated with Service Taxes, Fees, Surcharges and Surcredits.

The Contractor shall provide the CALNET CMO with valid exemption certificate(s) for CALNET CMO to complete on behalf of the State as identified in within thirty (30) calendar days of Execution of this Agreement.

#### **20.7. Fraud**

The Contractor shall perform Fraud Detection, Monitoring and Prevention Services that are consistent with industry common “best” practices on a 24x7x365 basis to reduce the State’s vulnerability to fraudulent activities. For the purpose of this Contract, Fraud is considered the theft of services for deliberate misuse of voice or data networks by perpetrators whose intention is to secure an unfair or unlawful gain. CALNET Customers will not be responsible for costs of services associated with the failure of a Contractor to secure their network consistent with industry standards.

## **20.8. Examination and Audits**

The CALNET CMO may audit any Customer's invoice for rate compliance and accuracy. The Contractor shall provide access to billing information and provide a copy of any Customer's bill and supporting detail in a mutually agreed upon electronic format upon CALNET CMO request without Customer's prior authorization.

The Contractor shall provide billing records within thirty (30) calendar days of receipt of request from CALNET CMO.

Under certain and special conditions, the Contractor shall provide State auditing and/or investigative agencies (i.e., California State Auditor's Office, Department of Justice, court orders, or other law enforcement agencies) with copies of billing records without Customer authorization for audit purposes at no cost to the State or Customer.

## **20.9. Contract Administrative Fee**

The Contractor shall, on behalf of CALNET CMO, bill and collect an Administrative Fee as determined by CALNET CMO for all services ordered under this Contract. An Administrative Fee on equipment ordered under this Contract may be implemented upon mutual agreement between the State and the Contractor. This Administrative Fee shall be included within the amount charged to those Customers obtaining service from the Contract. The CALNET CMO may consider applying percentages and/or flat rates (or a combination thereof) to services as alternative methods with the final determination made by CALNET CMO. Refer to PMAC General Provisions – Telecommunications, Section 69 (Administrative Fee) for additional requirements.

1. Administrative Fees are not to be included in the Contractor's final Contract Catalog submission pricing;
2. The Contractor shall incorporate Administrative Fee rates, as identified by CALNET CMO, to all of the Contractor's services to establish Customer rates within 30 calendar days of Contract Award;
3. Administrative Fees are to be calculated from the Contractor's final Contract Catalog submission pricing. Service Taxes, Fees, Surcharges, and Surcredits shall not be imposed on the State's Administrative Fee;
4. The Contractor shall remit an Electronic Fund Transfer (EFT) as payment to the California Department of Technology based on the Administrative Fees billed to Customers. The payment shall be remitted on a quarterly basis at no additional cost to the State, no later than 45 calendar days following the end of the quarter;
5. Notification of remittance of the Administrative Fee EFT shall be submitted to the CALNET CMO via email or other electronic means as directed by the CALNET CMO. Notification shall include the following:
  - a. Contract Number;
  - b. Category;
  - c. Subcategory;
  - d. Contractor Name;

- e. Date of remittance;
  - f. Amount of Administrative Fee; and,
  - g. Service Month.
6. Additional Administrative Fees instructions will be provided by CALNET CMO within 30 calendar days of Contract Award; and,
7. Adjustments to Administrative Fee monies shall be included and documented as an Adjustment on subsequent reports including those identified in, *Management and Oversight Compliance Reports*.

#### **20.10. Administrative Fee Process Plan**

Within sixty (60) calendar days of Contract Award, the Contractor shall document and provide CALNET CMO with an Administrative Fee Process Plan, identifying the processes for collecting, remitting, and reporting the Administrative Fee.

#### **20.11. Individual Pricing Reductions**

The Contractor may enter into price negotiations with PSE Customers or the CALNET CMO. These price negotiations allow the Contractor to reduce prices: a) on one (1) or more service(s); b) for one (1) or more Customers at a time; and/or c) by geographic area or location(s). CALNET allows for two (2) different Individual Price Reduction (IPR) scenarios: Standard IPR and Duration IPR. An example of the form used for IPRs is provided in Attachment 1, CALNET– Individual Price Reduction Agreement (IPRA).

The following general provisions apply to all IPRs:

1. The Contractor shall submit to the CALNET CMO an electronic copy of the signed IPRA (Attachment 1) document consisting of an analysis of current Contract pricing and proposed IPR pricing;
2. The Contractor shall utilize Attachment 1, CALNET– Individual Price Reduction Agreement when utilizing the IPR process;
3. An IPRA must be signed by the Contractor and PSE Customer. The IPRA becomes effective on the date that it is signed by the PSE Customer, unless otherwise noted for a future date indocument;
4. All Contract requirements, terms and conditions, including Service Level Agreements, will remain unchanged. The Contractor shall not include additional requirements or terms and conditions within the IPRA;
5. No additional service taxes, fees, surcharges or surcredits will be allowed except as described in the Section Service Taxes, Fees, Surcharges, and Surcredits, and SOW Appendix C, Special Terms and Conditions – FirstNet, Section Q, Service Taxes, Fees, Surcharges, and Surcredits;
6. Once an IPRA is approved by the Customer, the Contractor shall not cancel or increase pricing for any service listed in the IPRA. This includes Duration IPRA's;
7. All approved IPRA's shall remain in effect when options to extend the Contract are exercised by the State;

8. All IPRA's shall be subject to examination and audit pursuant to PMAC General Provisions – Telecommunications, Section 44, Examination and Audit;
9. The IPRA and information regarding the approved IPR service rate(s) shall be subject to the California Public Records Act; and,
10. Implementation of an approved IPRA does not require reduction of Contracted rate(s) for service(s), pursuant to SOW Appendix C, Special Terms and Conditions – FirstNet, Section H, Most Favored Nation Status of State, and PMAC General Provisions – Telecommunications, Section 30, Additional Rights. However, if Contracted rate(s) are reduced below the IPR rate(s) for such service(s), the reduced Contracted rate(s) shall automatically apply to the IPR, but the term commitments shall remain in place for Duration IPRs.
11. The Contractor shall obtain the CALNET CMO approval to automate the IPRA form before implementing any changes; and,
12. The CALNET CMO shall require the Contractor to correct any IPRA's that do not comply with the requirements of this Contract. Corrections shall be completed within 30 calendar days of the CALNET CMO written notification.

**20.11.a. Standard IPR**

The following provisions apply to Standard IPRs:

1. The Contractor shall be allowed to reduce one (1) or more Contracted service prices for a Customer for the Contract Term;
2. IPRs shall be for reduced service pricing only. All other Contract terms and conditions, including Service Level Agreements, will remain unchanged;
3. The Customer may cancel any or all services(s) subject to the Standard IPR without penalty; and,
4. The Standard IPR Service rate(s) shall continue in effect from the date the Standard IPRA is signed by the PSE Contractor, through the remainder of the duration of the Contract unless services are terminated earlier by the Customer or the CALNET CMO in accordance with the terms and conditions of the Contract.

**20.11.b. Duration IPR**

The following provisions apply to Duration IPRs:

1. The Contractor may offer individual price reductions that require term commitments. Duration IPRs shall be used to reduce pricing and establish Customer duration commitments;
2. Acceptance of any solicitation or offer from the Contractor shall be at the sole discretion of the Customer;
3. The Duration IPR service rate(s) shall continue in effect from the date of IPR approval by the PSE Customer, through the remainder of the Contract Term;
4. The duration of a Duration IPR shall not exceed the Contract Term; and,

5. After the Duration IPRA term commitment has been met, the PSE Customer can cancel services without being subject to early termination charges. In the event that a Customer elects to terminate service(s) prior to the term commitment date for reasons other than (1) a Contractor default, or (2) circumstances outside such Customer’s reasonable control, such Customer shall be liable to the Contractor for an early termination of the Duration IPRA. The amount owed shall be calculated based on the following:
  - a. Monthly difference in the original contract rate and the Duration IPR rate multiplied by the number of months the service was used under the Duration IPRA;
  - b. Ten percent (10%) of the original Contract Rate multiplied by the number of months used under the Duration IPR; and,
  - c. Any unrecovered nonrecurring charges owed to the Contractor on the date of termination.

**21. SERVICE LEVEL AGREEMENTS (SLA)**

The following Service Level Agreements apply for the life of the Contract.

**21.1. FirstNet Local Control Tool**

<b>SLA Name: FirstNet Local Control Tool</b>
<b>Definition:</b> The Contractor shall provide a FirstNet Local Control Tool for PSE and other authorized entities to access information and applications on a 24x7x365 basis.
<b>Measurement:</b> The Contractor shall measure portal uptime on a monthly basis. Objective excludes scheduled maintenance duration. Contractor shall provide CALNET CMO the method of uptime measurement within sixty (60) calendar days of Contract execution.
<b>Objective:</b> 99.99% uptime
<b>Remedy:</b> Within fifteen (15) calendar days of missed objective, the Contractor shall provide a remediation plan to include resources in addition to those already committed. The resources shall be implemented, utilized, and/or deployed within thirty (30) calendar days from missed objective.

**21.2. Contractor FirstNet Plans**

<b>SLA Name: FirstNet Plans</b>
<b>Definition:</b> The Contractor shall submit the preliminary plans listed below to Cal OES and/or CALNET CMO within the specified time frames.
<b>Measurement:</b> Time from contract execution until Contractor submits each preliminary plan to Cal OES and/or CALNET CMO. This SLA excludes timeframes for review and mutual approvals.
<b>Objective(s): The Contractor shall submit the following individual plans with the timeframes in this agreement:</b> <ol style="list-style-type: none"> <li>1. CALNET CMO Escalation Process Plan – within fifteen (15) calendar days of contract execution.</li> <li>2. Customer Escalation Process Plan – within forty-five (45) calendar days of contract execution.</li> <li>3. Emergency Orders Delivery Plan - within thirty (30) calendar days of contract execution.</li> <li>4. Equipment Repair/Replacement Process Plan - within sixty (60) calendar days of contract execution.</li> </ol>

<ol style="list-style-type: none"> <li>5. Incident Reporting Process Plan – within forty-five (45) calendar days of contract execution.</li> <li>6. Local Assistance Support Plan – within sixty (60) calendar days of contract execution.</li> <li>7. Local Control Tool Plan – within one hundred eighty (180) calendar days of contract execution.</li> <li>8. Order Submission Process Plan – within fifteen (15) calendar days of contract execution.</li> <li>9. Service Activation Plan – within thirty (30) calendar days of contract execution.</li> <li>10. Temporary Service Suspension and Reactivation Plan - within thirty (30) calendar days of contract execution.</li> </ol>
<p><b>Remedy:</b> For each plan not submitted on time, the Contractor shall pay CDT liquidated damages in the amount of \$5,000.00 per additional day, per plan until the Contractor submits each plan to Cal OES and CALNET. The Contractor shall pay remedies to CDT within thirty (30) calendar days of CDT’s notification of assessment of liquidated damages.</p>

**21.3. Plan Implementation**

<p><b>SLA Name: Plan Implementation</b></p>
<p><b>Definition:</b> The Contractor shall complete all requirements and deliverables by the negotiated dates as defined in the individual plans.</p>
<p><b>Measurement:</b> Each plan shall be considered fully implemented upon Cal OES or CALNET CMO acceptance of the final requirements and deliverables on or before the negotiated due date(s).</p>
<p><b>Objective(s):</b> The Contractor shall fully implement the plan by the negotiated dates as defined in the following individual plans:</p> <ol style="list-style-type: none"> <li>1. CALNET CMO Escalation Process Plan</li> <li>2. Customer Escalation Process Plan</li> <li>3. Emergency Orders Delivery Plan</li> <li>4. Equipment Repair/Replacement Process Plan</li> <li>5. Incident Reporting Process Plan</li> <li>6. Local Assistance Support Plan</li> <li>7. Local Control Tool Plan</li> <li>8. Order Submission Process Plan</li> <li>9. Service Activation Plan</li> <li>10. Temporary Service Suspension and Reactivation Plan</li> </ol>
<p><b>Remedy:</b> For each plan not fully implemented on time, the Contractor shall pay CDT liquidated damages in the amount of \$7,000.00 per plan. The contractor shall pay CDT an additional \$7,000.00 per plan every thirty (30) calendar days until the plan is fully implemented. The Contractor shall pay remedies to CDT within thirty (30) calendar days of CDT’s notification of assessment of liquidated damages.</p>

**21.4. Mobile Switching Center (MSC) Failure**

<p><b>SLA Name: Mobile Switching Center (MSC) Failure</b></p>
<p><b>Definition:</b> A failure that prevents full functionality of a MSC serving the FirstNet Cellular Network in California resulting in a service outage of thirty (30) minutes or greater.</p>

<p><b>Measurement:</b> The service is not fully functional during the time the network alarm or incident is opened until restoration of the MSC service.</p>
<p><b>Objective:</b> Service failure at a MSC that has an outage duration of thirty (30) minutes or greater.</p>
<p><b>Remedy:</b>  <b>Within 120 minutes of the outage, a verbal notification shall be sent to Cal OES.</b>  <b>Within 240 minutes of the outage a notification shall be sent to Cal OES describing the following<sup>2</sup>:</b></p> <ol style="list-style-type: none"> <li>1. Discovery date and time of the outage.</li> <li>2. Type of outage and general description (e.g., “cell sites out of service” or “MSC outage”).</li> <li>3. The affected geographic area(s) by county and the affected cities and/or town(s).</li> <li>4. Estimated time to repair.</li> <li>5. A telephone number for a live representative of the applicable Contractor (or alternative point of contact information).</li> <li>6. Any other relevant information.</li> </ol> <p>The Contractor shall exercise all reasonable efforts, consistent with the limitations imposed by emergency conditions, to report complete and accurate information.</p> <p>Within thirty (30) calendar days after MSC service failure, the Contractor shall provide Cal OES a Root Cause Analysis and a corrective action plan, if applicable.</p>

**21.5. Macro Cell Site Failure**

<p><b>SLA Name: Macro Cell Site Failure</b></p>
<p><b>Definition:</b>                  A failure that prevents full functionality of more than 50% of macro cell sites in a single County with a minimum of eight (8) macro cell sites resulting in a service outage for 30 minutes or greater.                  Or                  A failure that prevents full functionality of more than 50% of the macro cell sites in a single CA ZIP code with a minimum of twelve (12) macro cell sites resulting in a service outage for 30 minutes or greater.</p>
<p><b>Measurement:</b> The service is not fully functional during the time the network alarm or incident is opened until restoration of the Macro Cell Site service.</p>
<p><b>Objective:</b> Service failure at a Macro Cell Site that has an outage duration of 30 minutes or greater.</p>
<p><b>Remedy:</b>  <b>Within 120 minutes of the outage, a verbal notification shall be sent to Cal OES.</b>  <b>Within 240 minutes of the outage a notification shall be sent to Cal OES describing the following<sup>3</sup>:</b></p> <ol style="list-style-type: none"> <li>1. Discovery date and time of the outage</li> <li>2. Type and description of outage</li> </ol>

<sup>2</sup> This remedy shall be available within 181 days of Contract Award.

<sup>3</sup> This remedy shall be available within 181 days of Contract Award.

<p>3. Affected geographic areas (county, city, etc.)</p> <p>4. Estimated time to repair, if known</p> <p>5. A telephone number for a live representative from the applicable Contractor</p> <p>6. Estimated timeframe for additional updates</p> <p>7. Any other relevant information</p> <p>The Contractor shall exercise all reasonable efforts, consistent with the limitations imposed by emergency conditions, to report complete and accurate information.</p> <p>Within thirty (30) calendar days after macro cell site failure, the Contractor shall provide Cal OES a Root Cause Analysis and a corrective action plan, if applicable.</p>
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**21.6. Provisioning**

<p><b>SLA Name: Provisioning</b></p>
<p><b>Definition:</b> Contractor failure to complete the provisioning and activation of new services and changes by the established time interval.</p>
<p><b>Measurement Process:</b> The Contractor shall meet the time interval for each individual Service Request in accordance to the Contract Sections identified below or as negotiated between Customer and Contractor in writing. The Customer will contact AT&amp;T to request a credit when a provisioning objective is missed. The Customer must provide confirmation notification received from AT&amp;T which initiated the provisioning timeframes and a delivery confirmation receipt that identifies the missed objective. AT&amp;T shall provide the confirmation notification to the Customer at time of order. The Customer will also provide to AT&amp;T a delivery confirmation receipt that identifies the missed objective. Provisioning SLAs have two (2) objectives:</p> <p style="padding-left: 40px;">Objective 1 – Existing Service; and,</p> <p style="padding-left: 40px;">Objective 2 – New Services.</p>
<p><b>Measurement:</b></p> <p><b>Objective 1 - Existing Services as indicated below:</b></p> <ul style="list-style-type: none"> <li>• Replacement/Upgrade Equipment – Within five (5) business days (activate/suspend)</li> <li>• Replacement/Upgrade Equipment – effective on the requested date or on the first day of the current billing cycle, as applicable (terminate/account changes)</li> <li>• Temporary Suspension/Reactivation Service – Within 24 hours (ship inactive equipment)</li> <li>• Emergency – Within 4 hours</li> <li>• Non-Emergency - Within 24 hours</li> </ul> <p><b>Objective 2 - New Services as indicated below:</b></p> <ul style="list-style-type: none"> <li>• Service Activation Emergency – Within 24 hours (activate equipment and service)</li> <li>• Delivery Time Non-Emergency – Within five (5) business days of order acknowledgement (in stock)</li> <li>• Service Activation – Within 24 hours (includes ship equipment/ready for use)</li> </ul>



**Remedy:** Per Occurrence as requested by Customer with accompanying confirmation and delivery notification:

- For service plans, the Contractor shall credit 100 percent (100%) of the Customer's monthly plan rate for one (1) full month for each cellular telephone number for which a delivery date is missed.
- For equipment, the Contractor shall credit ten percent (10%) of the Non-recurring Cost to purchase the equipment for each cellular telephone number for which a delivery date is missed.

Remedies shall be credited to the Customer's account within 60 calendar days of the missed due date.

## **22. Service Level Agreement (SLA) Reports**

The Contractor shall provide CALNET CMO with data necessary to perform SLA compliance oversight in the form of SLA reports. The Contractor shall provide reports and address the SLA report issues in accordance with the Service Level Agreements detailed in Section 21 of this Contract.

The Contractor shall provide an electronic copy of SLA Reports in Microsoft Excel or as directed by CALNET CMO, on the monthly mutually agreed upon due date. All final report formats shall be approved by CALNET CMO and no changes shall be made to the data fields, format or headings without prior written consent of CALNET CMO. The Contractor shall make SLA Report data 100% accessible to CALNET CMO for a minimum of one (1) year.

The CALNET CMO shall provide a copy of the report to Cal OES within one (1) business day of receiving the report.

### **22.1. SLA Provisioning Report**

The Contractor shall report all Provisioning SLA rights and remedies (credits and refunds) as requested by the CALNET CMO, but not more frequently than each quarter.

The SLA Provisioning Report provided by the Contractor shall provide the necessary account information as mutually agreed upon by AT&T and the State for reporting purposes. The report shall be delivered as a Microsoft Excel Spreadsheet format.

**APPENDIX A-1, STATEMENT OF WORK, TECHNICAL SPECIFICATIONS**  
**FirstNet – California Broadband Services for Public Safety and Other Qualified Agencies**

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These technical specifications define the needs of public safety and are not an attempt to duplicate the contractual obligations between the First Responder Network Authority (FNA) and AT&T. Cal OES will rely upon FirstNet to ensure that the network is designed and maintained to meet public safety needs.

**A. Application Interoperability**

The Contractor shall not impede interoperability between carriers and third party system/service providers. The Contractor shall take reasonable efforts to ensure that applications made available through its FirstNet applications ecosystem area interoperable with other apps within the ecosystem.

**B. Subscriber Identification Module Card**

The Contractor shall support associated Subscriber Identification Module (SIM) and SIM features, including the ability to operate on an industry standard home network and, if applicable, roam to multiple networks while prioritizing them appropriately.

**C. Public Safety Validation**

The Contractor and Cal OES shall develop standards and procedures for validation of Public Safety Entities (PSEs) and personnel before agencies can purchase services on this contract.

**D. User Portal (Local Control Tool)**

The Contractor shall provide access to the Local Control Tool, which has been reviewed by the FNA and which provides access to outage notifications, purchasing and service management capabilities, and billing information.

The Contractor shall work with Cal OES to implement Identity, Credential, and Access Management (ICAM) per the Department of Homeland Security (DHS) standards existing at the time of execution of the parties' contract, as reviewed by FNA.

The Local Control Tool shall have the following features at a minimum:

1. Display current status of the wireless network, including service outages.
2. Display certain critical information of a general nature (e.g., weather, traffic).
3. Support alerts that users can subscribe to, including network outages regarding recent nationwide and local incidents.
4. A reference that identifies the types of PSE user equipment that is compatible with FirstNet on the NPSBN.
5. Service and Device Management.
6. add, edit, and remove FirstNet Authorized Users;
7. assign devices, modify rate plans, manage additional services, including Enhanced Push-to-Talk, and pay bills;
8. shop standard devices and rate plans for FirstNet Authorized Users;

9. access other AT&T curated sites, such as Premier and the FirstNet Apps and Solutions Store;
10. limit the access and ability of Authorized Users to make changes to their plans or optional features and services; and
11. view wireless reports, including device inventories, upgrade eligibility, rate plan summaries and billing information.

The Contractor shall work with PSE and Cal OES to identify, and where reasonable, provide additional features and functionality for the benefit of First Responders including, but not limited to:

1. Other forms of status alerting that can be used to notify an agency, such as email, Short Message Service (SMS), Rich Site Summary (RSS), FirstNet status page (as opposed to the PSE status page), and any other such “push” alerts.
2. Display site outages, blocking, and backhaul outages.
3. Display critical and/or tactical information of agency-specific information (e.g., incident status, internal alerts, situational awareness data).
4. Provide user authority that allows for the display of an area and/or statewide view to support mutual aid and emergency management and manage devices assigned to an incident.

#### **E. Local Control Tool Plan**

Within 180 calendar days of execution of this agreement, the Contractor shall provide a Local Control Tool Plan to the CALNET CMO and Cal OES. The Plan shall include:

1. How affected agencies will receive ongoing, timely alerts when an outage impacts them without receiving unnecessary alerts until final resolution.
2. How the PSE home page supports Attribute Based Access control (ABAC) and the ability for local administrators to control what content is displayed and to whom.
3. How the home page can be used to provide access to non-local agency users during mutual aid scenarios.
4. How PSE feedback will be incorporated into new releases of the Local Control Tool.

#### **F. Remote Provisioning**

The Contractor shall make reasonable efforts to facilitate compatibility of the devices in its FirstNet portfolio which are generally available, to function with manufacturer-agnostic industry standard mobile device management platforms designed to allow remote provisioning and control.

#### **G. Equipment Types**

The Contractor shall provide a web-referenced list of PSE user equipment that will be compatible with FirstNet and which will provide interoperability with the NPSBN. This information shall also be made available to users via the Local Control Tool portal.

## **H. Equipment Availability**

The Contractor shall provide a web-referenced list of FirstNet capable devices made available to users via the Local Control Tool portal. The list shall specify device manufacturer, model number, device type (i.e. smartphone, USB modem).

## **I. Broadband Service Availability**

The Contractor shall provide AT&T mobile broadband service with the stated Service Availability objective of 99.99% or better as derived using AT&T LTE probes measured nationwide over a rolling 12-month timeframe. Service Availability is defined as the percentage of attempts that successfully registered on the AT&T LTE data network or successfully utilized AT&T LTE services. The Contractor shall provide appropriate updates on performance regarding Service Availability. The State of California will not invoke General Provisions – Telecommunications Section 44 Examination and Audit for this specific section.

## **J. Service Restoration Time**

Service restoration activities shall be undertaken with the highest available priority, but the commencement of service restoration activities shall not exceed two (2) hours for any impaired service. For restoration of service via temporary or secondary services capabilities, the temporary or secondary service must be transparent to the users and provide similar capabilities.

The Contractor shall provide appropriate updates on performance regarding Service Restoration. The State of California will not invoke General Provisions – Telecommunications Section 44 Examination and Audit for this specific section.

## **K. CJIS Certification**

The Contractor understands that law enforcement agencies must have secured access to CLETS and CJIS systems. The Contractor will continue to work with all parties to assess an appropriate path forward, including possibly CLETS and CJIS certification.

## **L. Cyber Security**

The service shall deploy standards based security measures using industry best practices applicable to the Services provided, to protect PSE data privacy, and operational security.

## **M. Network Throughput**

Intentionally Omitted by Contractor.

## **N. Next Generation 9-1-1 Interface**

The Contractor shall provide support for emerging Internet Protocol-based 9-1-1 system, Next Generation 9-1-1 or NG9-1-1 services, and support for generally accepted industry standards (i.e. NENA and APCO) as they evolve and become commercially viable within a mutually agreed upon date between Cal OES and the Contractor.

## **O. Network Performance**

1. Coverage – Intentionally Omitted by Contractor
2. Lost Call Percentage – Intentionally Omitted by Contractor

## **P. Quality of Service, Priority, and Preemption**

The Contractor shall provide quality of service, priority, and preemption (QPP) as part of its service offerings that will allow the assignment QPP parameters to user profiles using the standard service control parameters defined by 3GPP and the Internet Engineering Task Force, including Access Class, Quality Class Indicator (QCI), Allocation and Retention Priority (ARP), and Differentiated Service (Diff Serve).

**Q. Mission Critical Push to Talk**

The Contractor shall implement a Push-to-Talk (PTT) services over LTE. The Contractor's technology implementation shall be compliant with 3GPP TS 22.179 and TS 23.179 Mission Critical Push to Talk (MCPTT) standards. The following are minimal features that must be supported:

1. Transcoding support for Adaptive Multi-Rate Wideband (AMR-WB);
2. RTP for voice media will use SRTP that will use AES. SIP signaling encryption will be established via TLS between UE and SBC which is equivalent to AES. PSAP dispatch console interface and integration;
3. Group Call Setup/Teardown;
4. Subscriber Unit (SU) Call Setup/Teardown for private call;
5. PTT Voice services for Group and SU Calls;and,
6. Roaming Services - Subscriber Management and SU Authentication.

**R. Bring Your Own Device**

Using the Catalog, the Contractor shall describe how it will provide the ability for PSE users to Bring Your Own Device (BYOD) and will describe how BYODs will be integrated into the broadband service.

## APPENDIX B, DEFINITIONS

### FirstNet – California Broadband Services for Public Safety and Other Qualified Agencies

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The following terms used in this Agreement unless the context otherwise clearly requires a different construction and interpretation, have the following meaning:

1. “24x7x365” shall mean 7 days a week, 24 hours per day, 365 calendar days a year.
2. “ADJUSTMENTS” shall mean credits or debits on an account or invoice to correct previous billing, including Service Level Agreements (SLAs) credits.
3. “AFFILIATE” shall mean any entity, employees, directors, partners, joint venture participants, parent corporations, subsidiaries, or any other person that, directly or indirectly, controls, is controlled by, or is under common control of the Contractor, whether through ownership of more than fifty percent (50%) of the voting securities, by contract, managing authority or otherwise.
4. “AGREEMENT” shall have the same meaning as “SOW”, and “Contract” and the terms shall be used interchangeably.
5. “BAN” shall mean a unique Billing Account Number used to designate a Customer or Customer location that will be billed, which can represent multiple BTNs or WTNs.
6. “BTN” shall mean a specific Billing Telephone Number recorded by the switch on a Call Detail Record identifying the party to be billed for the call.
7. “CALL DETAIL RECORD” shall mean usage information related to a telephone call or communication session. This information identifies the origination and destination address of the call, time of day the call was connected, added toll charges through other networks, and duration of the call.
8. “CALNET” shall mean the California Network and Telecommunications Program
9. “CALNET CMO” shall mean the CALNET Contract Management and Oversight office.
10. “CATALOG ID” shall mean an identifier assigned to each Product ID that is unique for the Contractor, Contract and Category.
11. “CATEGORY” shall mean the CALNET Category number from which the Service has been procured. This is not the procurement contract number.
12. “CHANGE DATE” shall mean the actual date the Contractor completes the service/feature move, add, change, or delete as deemed acceptable by the Customer.
13. “CHANGE TYPE” shall mean type of service/feature change processed by the Contractor per the Customer’s Service Request. This is either a move, add, change, or delete.
14. “CONTRACT” shall mean the State of California Standard Agreement, the SOW together incorporating all attachments thereto (including any terms and conditions), documents incorporated therein by reference, any purchase order, and all regulatory filings made pursuant thereto for the applicable services. The term “Contract” shall have the same meaning as “Agreement” and the terms shall be used interchangeably.

15. "EXECUTION OF THIS AGREEMENT" shall have the same meaning as "Contract Execution", and the terms shall be used interchangeably to mean the execution of this Agreement, signed by the California Department of Technology.
16. "CONTRACT TERM" shall mean the time span beginning with the Execution of this Agreement and ending with the termination of the Contract, including Contract extensions when executed by the State.
17. "CONTRACTOR" shall have the meaning given in Section 1, Definitions, of the General Provisions – Telecommunications.
18. "CONTRACTOR PERSONNEL" shall mean, at a given time during the Term, all employees, agents and representatives of the Contractor, or of Subcontractors of the Contractor, who are then assigned or performing responsibilities in connection with providing the services under the Contract.
19. "CUSTOMER" shall mean PSE USER, or any authorized PSE that is utilizing services and/or features from the Contract.
20. "CUSTOMER ACCEPTANCE" shall mean written acknowledgement by the authorized Customer that the service is one-hundred percent (100%) operational for use as documented by the Customer or the Contractor. If there is a discrepancy between the Customer's acceptance date and the Contractor's acceptance date, the Customer's acceptance date shall prevail.
21. "CUSTOMER IDENTIFIERS" shall mean unique identifier assigned to each Customer and provided by the State.
22. "DAYS PD" shall mean the number of calendar "days past due" from date of written order confirmation notification.
23. "DELIVERABLES" shall have the meaning given it in Section 1, Definitions, of the General Provisions – Telecommunications.
24. "DUE DATE" shall mean the actual date the Contractor and the Customer mutually agree service order will be completed in accordance with SLA Provisioning Sections.
25. "EQUIPMENT" shall have the meaning given it in Section 1, Definitions, of the General Provisions – Telecommunications.
26. "EXTENDED PRIMARY USERS" shall mean Public Safety Entities (which may be individuals, agencies, organizations, non-profit companies) that are not Primary Users, but who may be called upon to support Primary Users with the mitigation, remediation, overhaul, clean up, restoration, or provision of other services that are required during the time of an emergency or its aftermath.
27. "FEATURE NAME" shall mean the Feature Name in the Contractor's Catalog.
28. "FORM 20" shall mean the State's Standard Form 20 (also referred to as STD. 20 or Form STD. 20).
29. "GENERAL PROVISIONS - Telecommunications" shall mean the CALNET General Provisions - Telecommunications. When reference is made to a Section of the General Provisions, without

mention of or contextual reference to a specific Category, such reference is to the General Provisions of each Contract.

30. "INCLUDE" or "INCLUDING", whether or not capitalized, shall not be construed as terms of limitation.
31. "INITIAL NOTIFICATION" shall mean the Contractor's notification to Cal OES via email with concurring alerting phone call.
32. "INSTALLATION DATE" shall mean the date specified in the scope of work and/or a Service Request by which the Contractor must have the ordered service and/or feature ready (certified) for use by the State.
33. "INVOICE DATE" shall mean the date the invoice was issued by the Contractor.
34. "KEY STAKEHOLDERS" shall mean Cal OES, STP, CALNET, and PSE.
35. "METRO COUNTY CELL SITE" shall mean any cell site that is not defined as a Rural Cell Site.
36. "MOBILE SWITCHING CENTER (MSC)" shall mean a node that processes requests for service connections from mobile devices and land line callers, performs communications switching functions such as but not limited to call set-up, release, and routing of calls between the base stations and the public switched telephone network (PSTN). The MSC receives the dialed digits, creates and interprets call processing tones, routes SMS messages, conference calls, and faxes and other forms of digital communications.
37. "PRIMARY USERS" shall mean Public Safety Entities that act as first responders, i.e., those entities whose primary mission and job function is to provide services to the public in the area of law enforcement, fire protection, or emergency medical services.
38. "PRODUCT ID" shall mean a unique Contractor-defined code specific to the service or feature name as included in the Contractor's Catalog. If a bundled set of features are offered together at a single price in Catalog, a unique Product ID shall be assigned to represent the bundle. Product IDs in Catalog shall not reoccur or appear in any other Contract.
39. "PROVISIONING" shall mean new service or service moves, adds, changes, and deletes.
40. "PSE" shall mean Primary Users and/or Extended Primary Users.
41. "QUALITY OF SERVICE, PRIORITY, AND PREEMPTION (QPP)" shall mean the three characteristics that describe a public safety entity's anticipated experience on the FirstNet network. Quality of Service means that public safety personnel maintain appropriate access to critical communication resources at all times. Priority means that public safety personnel receive access to those resources first, ahead of other users. Preemption means that higher priority personnel are able to utilize all available resources within the network, even if services to lower priority personnel are denied.
42. "QUANTITY" shall mean the total number of billable units for the specified Product ID in the reporting month.
43. "SCOPE OF WORK" shall mean description of work as mutually agreed upon by the Contractor and the PSE Customer that is included as an attachment to Service Requests.



44. "SERVICE MONTH" shall mean the calendar month that CALNET services are provided.
45. "SERVICE REQUEST" shall mean the document used to order (also includes moves, adds, changes or deletes) CALNET services such as a Form 20, STD. 65 or other PSE authorized procurement document.
46. SPOC – State Point of Contact assigned by Cal OES with responsibility for the oversight of the deployment of FirstNet in California.
47. "SR DATE" shall mean the date the service request for the service/feature move, add, change, or delete was submitted.
48. "SR NUMBER" shall mean the entity's service request number as provided on the Telecommunications Service Request.
49. "STATEMENT OF WORK" shall mean the requirements contained in this Contract and the Contractor's commitment response to meet the requirements.
50. "SUBCONTRACTOR" shall mean any party that is contracting with the Contractor to perform/provide services and/or features on behalf of the Contractor.
51. "TERM" shall have the meaning given it in Section 85, Offer; Term, of the General Provisions - Telecommunications.
52. "TOTAL SLA CREDITS" shall mean the total amount being credited to the Customer.
53. "USAGE CHARGES" shall mean charges for services that are billed on a per-use basis linked to a Contract Product Identifier.
54. "WEB REFERENCED EQUIPMENT" shall mean an independent dynamic list of FirstNet equipment and accessories that is maintained and updated by the Contractor and referenced by URL for Customer acquisition.
55. "WTN" shall mean the Working Telephone Number or End-User telephone number.

## APPENDIX C, SPECIAL TERMS AND CONDITIONS - FIRSTNET

### FirstNet – California Broadband Services for Public Safety and Other Qualified Agencies

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#### A. PURPOSE

These Special Terms and Conditions - FirstNet are part of the Contract entered into effective as of the Effective Date of the agreement between the State and the Contractor.

#### B. WARRANTY

The warranties in this subsection a) begin upon delivery of the goods and software in question and end as set forth in Section 11.1 of Appendix A, Statement of Work. The Contractor warrants that the goods and software furnished hereunder that are procured and owned by the State or its Customers will substantially conform to the requirements of this Contract (including without limitation all descriptions, specifications, and drawings identified in the Scope of Work), and the goods and software will be free from material defects in materials and workmanship. Where the parties have agreed to design specifications (such as a Detailed Design Document) and incorporated the same or equivalent in the Scope of Work directly or by reference, the Contractor will warrant that its goods and software provide all material functionality required thereby. In addition to the other warranties set forth herein, where the Contract calls for delivery of Commercial Software, the Contractor warrants that such Software will perform in accordance with its license and accompanying Documentation. The State's approval of designs or specifications furnished by the Contractor shall not relieve the Contractor of its obligations under this warranty.

The Contractor warrants that goods and software furnished hereunder (i) will be free, at the time of delivery, of harmful code (i.e. 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); and (ii) will not infringe or violate any U.S. Intellectual Property Right. Without limiting the generality of the foregoing, if the State believes that harmful code may be present in any Commercial Software delivered hereunder, the Contractor will, upon the State's request, provide a master copy of the Software for comparison and correction.

Unless otherwise specified in the Scope of Work:

- (i) The Contractor does not warrant and will have no responsibility for a claim to the extent that it arises directly from (A) a modification made by the State, unless such modification is approved or directed by the Contractor, (B) use of Software in combination with or on products other than as specified by the Contractor, or (C) misuse by the State.
- (ii) Where the Contractor resells Hardware or Software it purchased from a third party, and such third party offers additional or more advantageous warranties than those set forth herein, the Contractor will pass through any such warranties to the State and will reasonably cooperate in enforcing them. Such warranty pass-through will be supplemental to, and not relieve the Contractor from, Contractor's warranty obligations set forth above.

All warranties, including special warranties specified elsewhere herein, shall inure to the State, its successors, assigns, Customer agencies, and governmental users.

Except as may be specifically provided in the Statement of Work or elsewhere in this

Contract, for any breach of the warranties provided in this Section, the State's exclusive remedy and the Contractor's sole obligation will be limited to:

- (i) re-performance, repair, or replacement of the nonconforming goods and software; or
- (ii) should the State in its sole discretion consent, refund of all amounts paid by the State for the nonconforming goods and software 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 goods and software of equivalent capability, function, and performance. The payment obligation will not exceed the limits on the Contractor's liability set forth in the General Provisions – Telecommunications, Section 31, Limitation of Liability.

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

**C. PRICE GUARANTEE PERIOD**

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

**D. INVOICES**

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

**Budget Contingency Clause**

- (i) This contract is valid and enforceable only if: (a) sufficient funds are made available by the State Budget Act of the appropriate State Fiscal Year(s) covered by this Agreement for the purposes of this program; and/or (b) sufficient funds are made available to the State by the United States Government for the Fiscal Year(s) covered by this contract for the purposes of this program.
- (ii) If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State other than as contained herein, or offer an Agreement amendment to Contractor to reflect the reduced amount.

**Recoup Cost Clause**

- (iii) For purpose and clarity and avoidance of confusion under this contract, the State is

granted the limited right to resell services contemplated herein to a) other State of California governmental entities and b) other municipal or local governments within the State of California. The State shall be authorized to establish a fee-based access to applications, data, documentation or services provided under this contract, provided that the fees are established on a cost recovery basis and not for profit.

#### Acceptance Payments

(iv) Acceptance procedures to initiate payments will be as set forth in the Customer's Scope of Work and/or Ordering Documents. The State shall be deemed to have accepted each service either (i) upon its issuance of written notice of such acceptance or (ii) thirty (30) days after the Installation Date or acceptance testing period (collectively Acceptance), unless otherwise stated in the Scope of Work or at or before the time the State 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 Scope of Work, if applicable. Any notice of rejection will explain how the deliverable or service fails to substantially conform to the functional and performance specifications of the Statement of Work and 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 State, in its sole discretion, will have the option to re-perform the acceptance test. If the Contractor is unable to remedy the deficiency within thirty (30) days of notice of rejection, the State shall have the option of terminating for default the portion of the Contract that relates to such deliverable or service, or terminating this Contract in its entirety for default; and/or the State or Customer shall have the option of terminating the service order or accepting substitute deliverables or service.

#### **E. EXISTING EQUIPMENT**

The Contractor agrees to accommodate the State and its Customers that currently utilize existing functional and compatible equipment specific to the Contractor by supporting the use of such existing Customer equipment on FirstNet's Nationwide Public Safety Broadband Network (NPSBN).

#### **F. PRICING AND SERVICE REVIEW**

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

#### **G. SERVICE COSTS**

Any Contractor's list of service and product descriptions accepted by the State shall correlate

the service to the associated Contract rates as applicable under this Contract. All costs will include all monthly recurring and usage charges, volume discounts, and non-recurring charges as applicable. Listed pricing will include all elements necessary to configure an instance of working service (planning, application design, engineering, testing, installation, and training). Any no-cost items will be clearly identified and any service elements without associated pricing will be considered no charge items.

#### **H. “MOST FAVORED NATION” STATUS**

Contractor agrees to give the State and Authorized Users of this Contract “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 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 substantially similar in scope and volume to the business the State delivers under this Contract. Contractor agrees to promptly bring to State’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 equivalent to those of General Provisions – Telecommunications, Section 69, ADMINISTRATIVE FEE, or Special Terms and Conditions - FirstNet, Section T, 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 service, or suite of services, offered under substantially similar terms and conditions, Contractor shall adjust the State’s rates prospectively to match or beat such rates. If Contractor offers a bundled package of deliverables and/or services under substantially similar terms and conditions to other public Customers at a rate lower than the rate(s) charged to the State for such deliverables and/or services provided under this Contract, the State reserves the right to amend the Contract to add a similarly bundled package of deliverables and/or services at such lower rate. At the end of each Contract year, an executive level officer with authority to represent the Contractor shall certify in writing to the State that Contractor has complied with this provision. If Contractor is not in compliance with this Section, Contractor and the State shall make adjustments and/or payment as necessary and described in General Provisions - Telecommunications, Section 59, PERFORMANCE DEFICIENCY CHARGES, and/or Special Terms and Conditions – FirstNet, Section G, PRICING AND SERVICE REVIEW, as applicable. Nothing herein shall be construed to require Contractor to offer provision or sell services in a manner that conflict with applicable laws or regulations.

#### **I. REPORTS, DATA AND INVENTORY**

The Contractor shall provide all reports required by this Contract or otherwise requested by the State. Upon the State’s request, at intervals and for any reason related to the Contract and services provided under the Contract, during the Contract Term, the Contractor shall: (a) provide to the State all data and documentation and all other information as requested by the State; and (b) the Contractor shall provide to the State a complete and accurate inventory of all deliverables, requirements, and services provided under the Contract, including software, data, equipment, materials, third party licenses, third party leases, and third party contracts used to provide the services, as well as the location thereof, entities serviced under this Contract by such items, and such other information regarding such items as the State requests. The export data formats and storage media type will be defined by the State.

**J. DE MINIMIS DELIVERABLE OR SERVICES REQUEST**

At any time during the term, if the State determines that such deliverables or services requested were not provided with the required items/services for the deliverable or service to perform in accordance with the intended specification and parties cannot agree as to whether such deliverables or services are included as part of the deliverables and services offered by the Contractor and the financial impact on the Contractor of satisfying such request is less than Twenty-Five Thousand Dollars (\$25,000.00) and to the extent that the cumulative and aggregate amount of all such deliverables or services provided does not result in a financial impact on the Contractor in excess of the General Provisions – Telecommunications, Section 31, Limitation of Liability, during any contract year, such failure to agree shall (1) not be deemed a disagreement; (2) such request shall be deemed a request for services; and (3) all such services, products, or resources shall be provided to the State by the Contractor at no cost in accordance with the terms of this Contract.

**K. INDIVIDUAL PRICE REDUCTIONS**

The Contractor may enter into negotiations with Customers resulting in an Individual Price Reductions (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. IPR commitments shall not exceed the term of this Contract. Refer to the SOW, Section 20.11, Individual Pricing Reductions.

**L. SEVERABILITY/SURVIVAL CLAUSE**

This agreement shall automatically incorporate by reference the General Provisions – Telecommunications and the contract terms and conditions of the Contractor’s Prequalified Multiple Award Contract (PMAC). The General Provisions - Telecommunications and the contract terms and conditions of the Contractor’s PMAC shall survive the expiration of the Contractor’s PMAC when the Contractor’s PMAC terminates prior to the termination of this contract.

**M. LIMITATION OF MODIFICATIONS TO PMAC BY SPECIAL TERMS AND CONDITIONS – FIRSTNET**

To the extent that these Special Terms and Conditions – FirstNet modify the Contractor’s PMAC General Provisions – Telecommunications, such modifications shall only apply to this Contract.

**N. CONTRACT EFFECTIVE TERM**

Awarded contract signed by the Contractor shall not become effective until signed by the California Department of Technology. The Contractor shall not begin implementation, i.e., selling services or accepting Customer orders until the CALNET CMO authorizes the Contractor in writing to do so, and naming a specific implementation start date for such activities. The CALNET CMO reserves the right to delay a Contractor’s implementation of sales and services of an awarded contract to the extent determined by the CALNET CMO to be in the State’s interest.

**O. SERVICE TAXES, FEES, SURCHARGES, AND SURCREDITS**

State government users 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. Non-State users 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 end users of the applicable service.

The CALNET CMO reserves the right to verify, and if necessary challenge the Contractor and the applicable regulatory authority, the application by the Contractor of service taxes, fees, surcharges, and surcredits. Should the CALNET CMO consider the application of such items to be inappropriate, the CALNET CMO and the Contractor shall meet and confer regarding the applicability of such items. If thereafter a dispute exists regarding the proper application of such items, the parties may resolve such disputes in accordance with General Provisions – Telecommunications, Section 46, Disputes. Either party may seek guidance or clarification from the applicable regulatory authority regarding the appropriate application of such items. If the application of such items is deemed inappropriate by the regulatory authority, the Contractor shall cease and/or revise the application of such items and, if appropriate, issue retroactive credits to the impacted Customer(s).

All charges under this Contract are exclusive of applicable federal, state and local sales, use, excise, utility, and gross receipt taxes, other similar tax-like charges and surcharges. The Contractor will provide the CALNET CMO the exemption certificates that comply with the requirements of the Internal Revenue Code and Regulations (e.g., see Internal Revenue Regulations section 49.4253-11 and IRS Publication 510 or their current equivalent versions). The Contractor agrees to exempt the State and all State Agencies from all federal taxes as of the date the Contractor receives a duly authorized and valid exemption certificate. The Contractor agrees, for the purpose of federal exemption, that the CALNET CMO will act as the authorized agent for this Contract in submitting a single exemption request on behalf of all State agencies. The CALNET CMO will make available the certification form to authorized local government users. Local government entities will be responsible for submitting exemption requests to the Contractor.

The State of California government entities are exempt from service taxes, fees, surcharges, or surcredits imposed by local government and political subdivision entities, as applicable. The Contractor shall not apply service taxes, fees or surcharges imposed by local governments and political subdivisions to the State as applicable. The State shall not be required to submit certificates of exemption in order to claim or confirm local government and political subdivision exemptions.

#### **P. ORDER OF PRECEDENCE**

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

1. The General Provisions – Telecommunications and any amendments thereto, (unless otherwise specified in the Contract whereas replacing paragraphs via the Contract shall take precedence over the replaced PMAC General Provision paragraphs).
2. The PMAC STD 213 Standard Agreement, and any amendments thereto.
3. The STD 213 Standard Agreement, and any amendments thereto, issued as a result of this Agreement.
4. This Contract's Statement of Work (SOW) including, in the following order of precedence:
5. This Appendix C, Special Terms and Conditions – FirstNet.
6. The specifications and requirements contained in the Contract, (i.e., Statement of Work

(SOW) Business and Technical Requirements, and Appendix B, Definitions).

7. The State approved Catalog, including the Acceptable Use Policy, and any amendments thereto.
8. The Contractor's response to meet or exceed the specifications and requirements in the Contract. (The parties acknowledge and agree that silence in the Bid or Proposal with respect to a particular solicitation specification or requirement equals consent by the Contractor.)
9. All other documents incorporated in the Contract by reference.
10. All regulatory filings made pursuant to the terms and conditions of this Contract.
11. Authorization to Order (Refer to Attachment 2) form for services to local government jurisdictions.
12. The Scope of Work as may be issued by authorized Customers, including in the following order of precedence:
  - (i) The specifications and requirements contained in the solicitation documentation.
  - (ii) The Contractor's response to meet or exceed the specifications and requirements in the solicitation as stated in their offer. (The parties acknowledge and agree that silence in the offer with respect to a particular solicitation specification or requirement equals consent by the Contractor.)
13. The service order form, STD 20 Telecommunications Service Request, and related ordering documents such as STD 65 and Work Authorizations.

**Q. ACKNOWLEDGEMENT OF HARM/LIQUIDATED DAMAGES**

Acknowledgement of Harm/Liquidated Damages set forth in SOW Section 21 Service Level Agreements (SLA), are intended to encourage timely delivery of critical start up project plans/deliverables, plan implementation of the SOW, and the provision of reliable and responsive services. The purpose of the liquidated damages are to ensure adherence to the requirements of the service contract and to set an amount in advance of a breach to compensate the State for damages that are impractical or extremely difficult to estimate but which would be sustained by the State in the event the Contractor fails to perform services as agreed. The liquidated damages are intended to be a reasonable estimate of the damages and costs the State would sustain as a result of a breach, or the proper and/or the timely delivery of services by the Contractor. They are not intended to be punitive. The State and Contractor, therefore, presume that in the event the Contractor fails to perform certain agreed upon services in a timely manner, the State shall assess the Contractor to pay such amounts as liquidated damages, and not as a penalty. Liquidated damages will not be assessed if, as determined by the State, Contractor's delay or failure to perform its obligations was caused by factors beyond the control of Contractor, including acts of the State, and without any material error or negligence of Contractor.

**ATTACHMENTS**

**FirstNet – California Broadband Services for Public Safety and Other Qualified Agencies**

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The following attachments are incorporated in this Agreement



**Attachment 1: CALNET– Individual Price Reduction Agreement Form (IPRA).** This form shall be used in accordance with SOW Section 20.11, *Individual Pricing Reductions (IPR)*.

**Attachment 2: CALNET– Authorization to Order (ATO).** This form shall be used in accordance with SOW Section 18.1, *Eligibility*.

# ATTACHMENT 1, CALNET - INDIVIDUAL PRICE REDUCTION AGREEMENT (IPRA)

Submission Date:		
Contractor Name:		
CALNET STD 213 Agreement Number:		
Customer/Entity Name:		
IPR Type (Select one):	<input type="checkbox"/> Standard IPR	<input type="checkbox"/> Duration IPR      Duration Term:  <i>(The reduced pricing shall remain in effect after the IPR duration end date and shall continue through the Contract Term).</i>

This Individual Price Reduction Agreement (IPRA) obligates the Contractor to provide the Customer rate reductions for CALNET services in accordance to the CALNET SOW Business Requirements Section, Individual Pricing Reductions (IPR). **The service rate(s) for Standard or Duration shall become effective upon Customer approval of this IPRA.** The reduced rates shall remain in effect through the term of the Contract and includes any State exercised Contract extension(s) or, upon Customer service cancellation, or additional rate reductions that occur in accordance to the Contract identified within this IPRA. Upon execution of this IPRA, the Contractor shall provide a copy of this signed document to California Department of Technology (CDT), CALNET Program at [CALNETSupport@state.ca.gov](mailto:CALNETSupport@state.ca.gov).

Description of Contract Service(s) <i>(when applicable):</i>	
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**IPR SERVICE RATE(S):**

**Insert Category or Subcategory and Section Number  
(complete a separate table for each Category or Subcategory):**

Feature Name	Product Identifier	Current NRC	Proposed IPR NRC	% Discount for NRC	Current MRC	Proposed IPR MRC*	% Discount for MRC

**Service address(es) where reduced rate(s) apply:**

(Use additional pages as necessary and attach to the IPRA document.)

The undersigned Contractor and Customer/Entity, upon execution of this IPRA, certifies each has received, reviewed and concurs to the IPRA proposed rate(s) applicable to the Service(s) described herein above.

\_\_\_\_\_ (Contractor name)

\_\_\_\_\_ (Customer/Entity Name)

*Signed:* \_\_\_\_\_

*Print*  
*Name:* \_\_\_\_\_

*Title:* \_\_\_\_\_

*Date*  
*Signed* \_\_\_\_\_

*Signed:* \_\_\_\_\_

*Print*  
*Name* \_\_\_\_\_

*Title:* \_\_\_\_\_

*Date*  
*Signed* \_\_\_\_\_

# ATTACHMENT 2

## AUTHORIZATION TO ORDER (ATO)

### FIRSTNET – BROADBAND FOR PUBLIC SAFETY

AT&T and the California Department of Technology (CDT) have entered into a five year statewide contract for FirstNet – Broadband for Public Safety Contract C3A2FN9-18, Category 9.1. The CDT may, at its sole option elect to extend the Contract Term for up to the number of years as indicated in the Contract.

### Category 9.1 – FirstNet – Broadband for Public Safety

- **Contract award: 10/22/2018**
- **Contract end: 10/21/2023**
- **Number of optional extensions and extension duration(s): 2 extensions, 1 year per extension**

Pursuant to Contract Number C3A2FN9-18, which is incorporated herein by reference, any 100% tax supported non-state Public Safety Entity (herein "Non-State PSE"), as recognized by the First Responder Network Authority (FirstNet Authority), approved by California Governor's Office of Emergency Services (Cal OES) and authenticated by AT&T as an authorized Non-State PSE, may order services and products (collectively "Services") solely as set forth in the Contract.

All Non-State PSE's who are 100% tax supported must complete a Non-State Entity Service Policy and Agreement (NESPA) prior to completing and submitting this FirstNet Authorization to Order (ATO). The California Department of Technology, California Network and Telecommunications (CALNET) Program must approve both documents prior to Non-State PSEs ordering Services. Non-State PSEs who are not 100% tax supported and do not qualify under the NESPA must obtain approval from Cal OES.

**In the event of an emergency, as defined within this Contract, Non-State PSEs may order the Services and submit this ATO as soon as feasible after Services are provided.**

The ATO shall become effective upon execution by the Non-State PSE, Contractor, and CDT. No Service(s) shall be ordered by Non-State PSE or provided by Contractor until this ATO has been executed by both parties and CDT (except as provided herein for emergencies).

By executing the ATO, the Non-State PSE may subscribe to the Service(s), and the Contractor agrees to provide the Service(s), in accordance with the terms and conditions of this ATO and the Contract. Service, catalogs, rates and Contract terms are available at [CALNET Program website](#).

The ATO, and any resulting order for Service(s), is a contract between the Non-State PSE and the Contractor. As such, the CDT will not facilitate, intervene, advocate or escalate any disputes between the Non-State PSE and the Contractor or represent the Non-State PSE in resolution of litigated disputes between the parties.

This ATO shall not exceed the term of the Contract and shall remain in effect for the duration of the contract unless:

- THE CDT, AT ITS DISCRETION, REVOKES THE APPROVED ATO; OR
- THE NON-STATE PSE TERMINATES THE ATO, FOR SPECIFIC SERVICE(S) IN PART OR IN TOTAL, PRIOR TO TERMINATION OF THE CONTRACT, BY PROVIDING THE CONTRACTOR WITH A 30 CALENDAR DAYS' PRIOR WRITTEN NOTICE OF CANCELLATION.

THE NON-STATE PSE, UPON EXECUTION OF THE ATO, CERTIFIES THAT:

- THE NON-STATE PSE UNDERSTANDS THAT THE CONTRACTOR AND THE CDT MAY, FROM TIME TO TIME AND WITHOUT THE NON-STATE PSE'S CONSENT, AMEND THE TERMS AND CONDITIONS OF THE CONTRACT THEREBY AFFECTING THE TERMS OF SERVICE THE NON-STATE PSE RECEIVES FROM THE CONTRACTORS;
- THE NON-STATE PSE HAS REVIEWED THE TERMS AND CONDITIONS, INCLUDING THE RATES AND CHARGES, OF THE CONTRACT;
- THE NON-STATE PSE, UNDERSTANDS AND AGREES THAT CONTRACTOR INVOICES FOR SERVICE(S) SUBSCRIBED TO UNDER THE CONTRACT ARE

SUBJECT TO REVIEW AND/OR AUDIT BY THE CDT, PURSUANT TO PROVISIONS OF THE CONTRACT;

- All Service(s) ordered under the ATO will be submitted to the Contractor using an authorized purchasing document, signed by the Non-State PSE's authorized signatory. Any additions, changes to, or deletions of Service(s) shall be accomplished by submission of a purchasing document to the Contractor, noting the changes;
- THE NON-STATE PSE UNDERSTANDS AND AGREES THAT THE CONTRACTOR SHALL PROVIDE THE CALNET PROGRAM ALL DATA, INVOICES, REPORTS AND ACCESS TO TROUBLE TICKETS FOR SERVICE(S) SUBSCRIBED TO UNDER THE CONTRACT, PURSUANT TO PROVISIONS OF THE CONTRACT. UPON EXECUTION OF THE ATO, THE NON-STATE PSE AUTHORIZES THE CALNET CONTRACTOR TO RELEASE THE NON-STATE PSE'S CUSTOMER PROPRIETARY NETWORK INFORMATION (CPNI) TO THE CALNET PROGRAM FOR PURPOSES OF ADMINISTERING THE CONTRACT; AND
- THE NON-STATE PSE UNDERSTANDS THAT, THE CONTRACTOR SHALL BILL THE NON-STATE PSE, AND THE NON-STATE PSE SHALL PAY THE CONTRACTOR ACCORDING TO THE TERMS AND CONDITIONS, AND RATES SET FORTH IN THE CONTRACT FOR SUCH SERVICE(S).

## Contact Information

Any notice or demand given under this Contract to the Contractor or the Non-State PSE shall be in writing and addressed to the following:

## Contractor

Contractor Name

Authorized Agent

### Attention:

Address

Contact Number :

City, State Zip Code

Email:

## Non-State PSE

North American Industry Classification System Code (NAICS)

NAICS Industry Title

North American Industry Classification System Code (NAICS)

NAICS Industry Title

North American Industry Classification System Code (NAICS)

NAICS Industry Title

North American Industry Classification System Code (NAICS)

NAICS Industry Title

## Emergency Services PSE Name Requesting Support

Name

Title

Address

Contact Number

City, State, Zip Code

Email:

Support Function and Incident (if known)

## Alternate Non-State PSE Contact

Name

Title

Phone

Email

**IN WITNESS WHEREOF**, the parties below hereto have caused the execution of this ATO. The effective date of this ATO, between the Non-State PSE, the Contractor, and CDT/CALNET shall be pursuant to the CDT/CALNET "**DATE EXECUTED**" shown below.



## **Non-State PSE**

Authorized Agent Name

Title of Authorized Agent

Signature

Date Signed

## **Contractor**

Authorized Agent Name

Title of Authorized Agent

Signature

Date Signed

# Approved By: State of California Department of Technology

Authorized Agent Name

Title of Authorized Agent

Signature

Date Executed