

State of California
C5-500FN-25
OFFICE OF STATEWIDE TECHNOLOGY PROCUREMENT

STATEMENT OF WORK
FIRSTNET – BROADBAND FOR PUBLIC
SAFETY

CATEGORY 500
AT&T ENTERPRISES, LLC

SEPTEMBER 30, 2025

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EXHIBIT A, STATEMENT OF WORK

FirstNet – California Broadband Services for Public Safety

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 Enterprises, LLC. (herein 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 non-State, 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 Contract 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 Contract #C5-500-FN-25 between AT&T and the State.

3. INCORPORATION OF REQUIREMENTS AND GENERAL PROVISIONS

This Contract (C5-500-FN-25) incorporates AT&T's electronic vendor application of qualifications (eVAQ) and the General Provisions – Telecommunications (Attachment 1). All Requirements, terms and conditions and General Provisions – Telecommunications shall remain in effect after expiration, and throughout the life of this Contract, unless otherwise specified by the State.

4. CONTRACT TERM

This Contract will not go into effect until executed by the California Department of Technology (CDT). The initial Contract Term shall be from the Effective Date of this Contract through six years. In addition, the Contract includes one, two-year and one, one-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 Management and Oversight (CMO) in consultation with Cal OES and the State's Single Point of Contact (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 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 2.3, Compliance with Statutes and Regulations;

3. Ensure that key personnel are in place and resources are available for Contract conversion and/or upon receipt of first Service Request for FirstNet Services, per the terms and conditions of the awarded Contract;
4. Accept full and sole 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; and,
6. Comply with all Requirements of this Contract as of the Effective Date of this Contract unless otherwise stated by the State.
7. All business Requirements shall be met and delivered by the Contractor regardless of whether the Subcontractors or Affiliates provide Services to Customers. The Contractor shall provide all reports, tools, procedures and other Deliverables that incorporate all Subcontractor and Affiliate information and activities.
8. The Contractor shall provide, and shall cause their Subcontractor's and Affiliates to provide consultative business assistance to the Customers in the planning, selection, application, and cost-effective use of Contract Services.
9. The Contractor shall comply with the State's policies for requirements in provisioning Services as defined in the State's Telecommunications Management Manual (STMM), and CALNET 5 FirstNet User Instructions.

6.2 Contract Program Manager 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 the CMO when a change to the Contract Program Manager is made within five calendar days of change.

The CPM shall at a minimum:

1. Serve as the CALNET Program's primary point of contact and ensure Contractor compliancy with all terms and conditions of this Contract, including technical solutions, administrative functions, reporting, and Contract management functions.
2. Ensure the Contractor responds to the CALNET Program's requests and/or directions regarding Contract and program oversight issues;
3. Respond through written communication within five calendar days to CMO's written requests;
4. Act as a point of escalation for all Contract and program oversight issues for the CMO;
5. Attend scheduled CALNET executive meetings and ad hoc meetings to address Contract compliance or Customer Service issues; the Contractor's remote attendance shall be at the CMO's discretion;
6. Ensure the Contractor provides the CMO with written notice of regulatory changes that impact the Provisioning of Contract Services and/or the administration of the Contract;
7. Ensure the Contractor staff are knowledgeable on products/Services and the terms and conditions of the Contract;
8. Ensure Contract amendments receive required corporate approvals;
9. Be the point of contact to ensure that the resources necessary to support all of the contractual Requirements in this Contract are available throughout the Contract Term; and,
10. Ensure the Contractor responds to the CMO's written requests for Contract-required and/or supplemental information within ten calendar days.
11. Ensure State Customers are notified of any Services or Features ordered that contain Generative Artificial Intelligence (GenAI) and were previously unreported that contain GenAI in accordance with

General Provisions – Telecommunications, Section 22., Generative Artificial Intelligence.

12. Ensure the CALNET Program is notified of any Services or Features that contain GenAI in accordance with General Provisions – Telecommunications, Section 22, Generative Artificial Intelligence.

6.3 Program Manager 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 in writing when a change to the PM is made within five calendar days of change.

To comply with Contract Requirements, the PM shall:

1. Ensure the Contractor responds to Cal OES' requests and/or directions regarding Contract issues;
2. Respond through written communication within five calendar days to Cal OES' written requests;
3. Act as a point of escalation for all FirstNet technical and operational issues;
4. Attend 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. Ensure the Contractor provides Cal OES with written notice of regulatory changes that impact the Provisioning of Contract Services; and,
6. Ensure the Contractor responds to Cal OES' written requests for Contract required and/or supplemental information within ten 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)
- 922190 (Emergency Management Agencies, Public Safety Answering Points – also known as PSAPs)

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

- 517410 Satellite 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
- 485119 – Other Urban 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
- 926120 – Transportation Administration
- 926150 – Transportation Regulation, Licensing & Inspection of Miscellaneous Commercial Sectors

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 Users and Extended Primary Users) 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 Central Tool, as defined in Section 24.4 User Portal (FirstNet Central 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. 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.

8.1 Eligibility

All Customers must be a qualified PSE as recognized by the First Responder Network Authority and validated by AT&T. The Contractor shall authenticate the PSE Customer eligibility to utilize this Contract, and shall restrict use solely to authorized users as defined in SOW Section 7, Contract Usage Eligibility.

For non-State PSE Customers, the Contractor shall verify there is an approved Authorization to Order (ATO) on file with the CALNET Program prior to accepting a fully executed Purchasing Document.

8.2 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 Purchasing 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.

8.3 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 (PO).
 - a. State Customer -- identified as a Chief Agency Telecommunications Representative (CATR) or an Agency Telecommunications Representative (ATR).
 - b. Non-State Customers – identified by a fully executed Authorization to Order (ATO)

2. Accept the following State forms in accordance with the CALNET 5 FirstNet User Instructions:
 - a. Equipment – State of California standard Purchasing Authority Purchase Order (PAPO) Form 65 (STD.65)
 - b. Service – State of California CDT Telecommunications Service Request Form 20
 - c. Authorized non-State PSE Customer Ordering Document
3. Not begin Billing and Invoicing for Services, until the PSE Customer's Service is fully functional, and the Contractor has received Customer Acceptance.

8.3.1 Custom and Bulk Orders – Non-Emergency

Device orders of 25 units or less must be received by 12:00 pm PT. 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 22.6), as the timeframe may be different as mutually agreed upon between the State and the Contractor.

8.4 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 5 FirstNet User Instructions:
 - a. Equipment – State of California standard Purchasing Authority Purchase Order (PAPO) Form 65 (STD.65)
 - b. Service – State of California CDT Telecommunications Service Request Form 20
 - c. Authorized non-State PSE Customer Ordering Document

8.5 Service and Equipment Ordering Methods

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

Within 15 calendar days of the Effective Date of this Contract, the Contractor shall provide CMO, OSTP, and Cal OES an Order Submission Process Plan to be used by the PSE Customers for Non-Emergency and Emergency ordering.

The Plan must include:

1. Acceptance of Ordering Documents (Form 20, STD 65, PO, etc.)
2. Regular order delivery method(s) (such as: phone, fax, online etc.);
3. Business days and office hours submissions are accepted;
4. Major milestones, roles and responsibilities, Deliverables, and commitment dates as negotiated between CMO and the Contractor;
5. Method(s) for the PSE Customers to obtain status on orders (such as: phone, email, online etc.);
6. Method of confirming receipt of order;
7. Toll free order lines for submissions;
8. Emergency order and status inquiry process;
9. Activation, delivery, and/or replacement of Subscriber Identification Module (SIM) cards; and,
10. Retail Ecosystem

8.6 Order Acknowledgement and Confirmation

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

1. Equipment and or Service plan purchased
2. Department PO Number

3. Contractor Order Number (must be a unique Service order number for each PSE 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

8.7 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. 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.

8.7.1 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 in accordance with Conversion, Section 20. Non-State 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.

8.7.2 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.

8.7.3 Service Activation – New Equipment

New PSE Customers

For new PSE Customers with Contractor-provided equipment, the Contractor shall ship equipment activated, registered and ready for use within 48 hours 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.

Existing PSE Customers

For existing PSE Customers, the Contractor shall ship replacement equipment inactive, unless specified otherwise on the Ordering Document within 48 hours 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.

8.7.4 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 two hours after request from Authorized PSE. The Contractor shall act in accordance with General Provisions – Telecommunications, Section 5.6, Need for Contractor Services Due to Emergency.

8.8 Service Activation Plan

Within 15 calendar days of Effective Date of this Contract, the Contractor shall provide Cal OES and 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 the CMO and the Contractor.

8.9 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.

8.10 Temporary Suspension and Reactivation

Upon 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 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 months.

8.11 Temporary Service Suspension and Reactivation Plan

Within 15 calendar days of the Effective Date of this Contract, the Contractor shall provide Cal OES and the 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 determined by the CMO, Cal OES, and the Contractor.

8.12 Service Change Charges

Contractor shall not:

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

8.13 End-of-Life Provisioning Requirements

New Services and Equipment

1. 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 indicated or announced as being manufacturer-discontinued.
2. Existing Services and Equipment

The Contractor shall notify the CMO and PSE Customers, within ten 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.

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

1. Continue providing the Service through the remainder of the Contract Term, or
2. Provide equivalent or better replacement Service at no additional cost to the State or Customer. Proposed replacement Service shall require written approval by the CMO.

If the Contractor chooses to continue providing the original Service (option “1”, above) the Contractor shall:

1. Within 30 days of notification by manufacturer, propose in writing to the CMO and Cal OES a plan to provide adequate support;
2. Propose in writing to the CMO a plan to ensure PSE Customers receive Service levels consistent with the Requirements in the relevant SOW; and,
3. Receive in writing the CMO's approval of Contractor's request.

In responding to the Contractor's request, the 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 the CMO's discretion.

8.14 Equipment Repair/Replacement Process Plan

Within 15 calendar days of the Effective Date of this Contract, the Contractor shall provide an Equipment Repair/Replacement Process Plan to the CMO and Cal OES.

8.15 Equipment Delivery and Acceptance

8.15.1 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 three business days. 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.

8.15.2 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 PSE Customer shall have the option of accepting or cancelling the item from the order. If the PSE Customer opts for substitution, the Contractor must provide the equipment to the PSE 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.

8.15.3 Unfilled Equipment Orders

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

8.15.4 Shipment Notification Confirmation

The Contractor must provide a shipment confirmation to the PSE 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 by the PSE Customer and the Contractor

8.15.5 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 PSE 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.

8.15.6 Delivery – Emergency Orders

In the event of an emergency, as defined in Public Contract Code Section 1102, the Contractor shall act in accordance with General Provisions –

Telecommunications, Section 5.6, Need for Contractor Services Due to Emergency.

The Contractor shall provide immediate delivery to PSE Customers in an emergency situation, including providing expedited delivery (e.g., Overnight Shipping) or enable the PSE 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.

8.15.7 Emergency Orders Delivery Plan

Within 15 calendar days of the Effective Date of this Contract, the Contractor shall provide Cal OES and CMO an Emergency Orders Delivery Plan that:

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

8.15.8 Shipped Equipment – Packing Slip

All shipped orders shall include a packing slip with:

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

8.15.9 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 PSE Customer.

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

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

8.15.10 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 PSE 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 8.15.3, Unfilled Equipment Orders. The Contractor shall follow the Requirements set in Delivery – Emergency Orders Section 8.15.6 and will be provided at no cost to the PSE Customer.

8.15.11 Restocking Policy

The Contractor shall not impose a restocking fee on the PSE 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.

8.16 Existing Customer 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).

9. GEOGRAPHIC COVERAGE

The AT&T FirstNet Solution will be provided using AT&T's commercial LTE and 5G (and successor cellular network technologies) networks 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 the Effective Date of this Contract. As the NPSBN evolves, AT&T will provide updated coverage maps from time to time to the PSE 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) at no charge to the PSE Customer and/or a new device to access some advanced features of the NPSBN.

A reference coverage map dated 08/18/2025 is incorporated as Attachment 4 to this Contract. This map may be updated by amendment if mutually agreed upon by all parties, CALNET, Cal OES, and the Contractor.

10. SERVICES TECHNICAL EVALUATION AND DEMONSTRATION PROCESS

Consistent with the explicit terms, conditions and commitments set forth in this Contract, 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.

11. TECHNICAL SUPPORT

The Contractor shall provide a dedicated AT&T FirstNet life cycle management team. The Contractor shall provide help desk support 24x7x365 days per year for PSE and their Authorized Users.

11.1 Outage Response

The Contractor shall notify Cal OES of the outages listed below and further defined in the Technical Service Level Agreements (SLA) in Sections 22.4, Mobile Switching Center (MSC) Failure, and 22.5, 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 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 macro cell sites resulting in a Service outage for thirty 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 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 90 minutes of discovery of the outage a verbal notification shall be sent to Cal OES.

And

2. Within 120 minutes of discovery of the outage, 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.

11.2 Incident Reporting Process Plan

Within 30 calendar days of the Effective Date of this Contract, the Contractor shall provide the 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 shall include:

1. How the PSE Customer reports an issue and opens an incident;
2. How the PSE Customer inquires about status of Service issue;
3. Toll free number for PSE Customers to report issues 24x7x365, except for established maintenance windows;
4. How the Contractor will provide each PSE Customer department access to the complete incident;
5. Major milestones, roles and responsibilities, deliverables, and commitment dates as negotiated between the CMO and the Contractor; and,
6. How the Contractors technical Services will respond to requests within four hours of notice.

11.3 Incident Data

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

11.4 Escalation Processes

11.4.1 CMO Escalation Process Plan

Within 15 calendar days of the Effective Date of this Contract, the Contractor shall provide a CMO Escalation Process Plan to be used for this Contract. The CMO reserves the right to require changes to the Escalation Process prior to approval. The 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. The Contractor shall provide three levels of escalation (at least one 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 CMO upon request, throughout the Contract Term.
4. Include major milestones, roles and responsibilities, deliverables, and commitment dates as negotiated between the CMO and the Contractor.

11.4.2 Customer Escalation Process Plan

Within 30 calendar days of the Effective Date of this Contract, 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. The Contractor shall provide at least three levels. Contact information shall include title/responsibility, office number, cell number, and email address;
3. Remain current throughout the Contract Term;
4. Remain posted on a public facing website/webpage throughout the Contract Term; and,
5. Include major milestones, roles and responsibilities, deliverables, and commitment dates as negotiated between the CMO and the Contractor.

11.5 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 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's technical resources shall understand the State's objectives, and possess experience to support the business and technical Requirements of this Contract.

11.6 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 24x7x365. Customer Services must respond to any Customer Services request within one hour of notice.

11.7 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. This support structure must include clear pricing for each Service. The Contractor shall provide contact information for Local Assistance Support in the FirstNet Central Tool.

11.8 Local Assistance Support and Training Plan

Within 30 calendar days of the Effective Date of this Contract, 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 (Local Assistance Support and Training Plan).

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 11.7, 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. A description of training availability and information about training type, such as group leader-led, in-person/in-store, webinar, or video;
5. A description of the approach to developing retail ecosystem/operations for PSE Customers that creates a retail presence available to state agencies, municipalities, and counties; and,
6. Major milestones, roles and responsibilities, deliverables, and commitment dates as negotiated between Cal OES and the Contractor.

12. CONTRACTOR EQUIPMENT

12.1 Equipment Warranty

Equipment is covered by the manufacturer's consumer warranty that Contractor shall pass through to the PSE Customer. Warranties will be

provided by the manufacturer through an authorized warranty Service location. The Contractor shall work with PSE Customers to facilitate equipment warranty replacement.

12.2 Devices/Subscriber Identity Module

The Contractor shall provide the appropriate Subscriber Identity Module (SIM) at no cost when PSE Customers require a replacement SIM or purchases equipment from the Contractor.

12.3 Product Recall

The Contractor shall notify the State's CMO and affected PSE Customers within ten 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 Customers to facilitate recalled equipment replacement

13. 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 14.1, Technology Refresh Amendments, below.

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

13.1 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 the Effective Date of this Contract. All changes to the Catalog after the Contract Effective Date shall be accomplished in accordance with the State's Contract amendment process identified in Section 14, 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 (General Provisions – Telecommunications, Section 15.9, Charges);
 - b. Requirements for a minimum order quantity for any Service or Feature;
 - c. Requirements for the PSE Customers to commit to more than one month's Service; or,

- d. Requirements that include advance payment for Services or Features prior to implementation and acceptance by the PSE Customer.
4. Product Name: The Product Name as provided by the Contractor.
5. Product 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 Product Name and shall not be duplicated.
7. 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. Identify any products that may use Generative AI as part of the solution or may provide Generative AI responses from the Contractor's solution. 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 (General Provisions – Telecommunications, Section 15.9, Charges);
 - b. Requirements for a minimum order quantity for any Service or Feature;
 - c. Requirements for the PSE Customers to commit to more than one month's Service; or,
 - d. Requirements that include advance payment for Services or Features prior to implementation and acceptance by the PSE 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.

13.2 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 the Customer Web Based Equipment 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.

13.3 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 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 Customer 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.

14. AMENDMENT PROCESS

The CMO and CDT Office of Statewide Technology Procurement (OSTP) shall execute mutually agreed upon amendments within 20 Business Days of receipt of Contractor submitted documentation that is free of errors, omissions, and in proper format as defined by the CALNET Program. All changes/reductions to current Contract pricing shall be formalized by an amendment to the existing Contract. Changes shall be effective on the date of the amendment or Letter of Concurrence (LOC) is approved by CDT OSTP. All Contract amendments shall require Cal OES, CALNET and OSTP approval.

The Contractor may propose new Services or changes to existing Services, which shall be subject to evaluation in accordance with General Provisions – Telecommunications, Section 5.3, Availability of Refreshed Technology and Additional Service Items. Requests for amendments shall be submitted to the CALNET Program for an initial technical evaluation prior to including additional Services. The Contractors may lower prices to remain competitive, but they may not increase prices beyond the Contract approved rates. Contract amendment proposals will be approved at the sole discretion of the CMO and Cal OES.

The Contractor shall comply with the amendment process, as provided by the CALNET Program, which includes at a minimum the following:

1. Present proposed Contract modifications to the CALNET Program for review of conceptual proposals.
2. Provide Market Analysis research to the CALNET Program for evaluation and review.

3. Notify the CALNET Program when any proposed Service or Feature line item includes GenAI, in accordance with General Provisions – Telecommunications, Section 22, Generative Artificial Intelligence.
4. Edit Contract documentation using MS Word tracked changes for submission.
5. Submit an amendment summary using the provided CALNET Program template.
6. Maintain signatory information throughout the term of the Contract.

The Contractor shall comply with document text formatting requirements in accordance with the CALNET Program provided amendment process.

14.1 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 CMO and OSTP 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 refreshed by the Contractor at any time by maintaining a separate web referenced equipment list.

14.2 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 CMO and OSTP for approval using the same format as was accepted in the Contractor's original Contract.

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.

14.3 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 CMO, OSTP, Cal OES and the Contractor Program Managers, respectively. In such situations, the Contractor will prepare a LOC within three Business Days and submit it to the CMO and Cal OES 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.

15. DATA MANAGEMENT AND STANDARDIZATION

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

15.1 Customer Naming Conventions

The Contractor shall use the most current version of the State maintained list of CALNET Customer Names and Customer Codes. The Customer Names and Customer Codes shall be used on all reports, or as directed by the CALNET Program.

15.2 Data Reporting Requirements

The Contractor shall meet the following data requirements on reports and data text files:

1. The Contractor shall provide data that allows the CALNET Program to perform oversight functions.
2. The Contractor shall provide ad hoc reports as requested by the CMO at no cost. The Contractor shall acknowledge receipt of ad hoc requests within 24 hours to determine the agreed upon time frame(s) for report submission.
3. The Contractor shall provide complete and accurate monthly data files to the CALNET Program within 60 calendar days of the end of each reporting period unless defined.
4. The Contractor shall ensure data files include all Services provided under this Contract relevant to each reporting period;
5. Data files and reports shall include data from Subcontractors and Affiliates relevant to that reporting period;
6. The Contractor shall only include contracted CALNET Services on reports;
7. The Contractor shall proactively correct and resubmit all inaccurate and/or incomplete reports or data files to the CALNET Program to ensure compliance with reporting Requirements within 30 calendar days of notification; and
8. The CALNET Program shall approve all data formats. The Contractor shall not modify the data fields, format, or headings without prior written consent from the CALNET Program.

15.3 Data Exchange

The Contractor shall be required to utilize a CALNET-managed web-based application to submit their data as zipped text files. Instructions on using the web-based application will be provided after Contract Effective Date.

Upon CMO request, the Contractor shall provide CALNET data and reports through private portal, secured email, encrypted USB drive, or other media sources.

15.4 Data File Labeling Convention

Unless requested otherwise by the CALNET Program, or Cal OES, the Contractor shall use the following Data File Labeling Convention on all reports defined below:

Table 1, Cellular Data Files and Reports

Data Item	Chars	Description
Con	2	Unique Contractor Code assigned to the Contractor and provided by the CALNET Program
underscore	1	"_"
filename	10	The report name as defined within each specific report specifications within this Contract.
mmyyyy	6	Service month and year for the submitted report

Format: Con_filenamemmyyyy

Example: 01_CBAR082025

15.5 Data File Structure and Data Formatting

The Contractor shall meet the following Requirements:

1. Data files shall be formatted with all data fields delimited by pipes (" | ") (on both header and data records);
2. When requested, reports shall be provided in MS Excel, MS Access, or other format, as defined and requested by the CALNET Program;
3. All records in data files (including the header record) shall end with a <CR><LF>, except the trailing or last record;

4. The first record of each data file or report shall be a required header record that labels the columns using the field order and data field names as detailed in the Data Record Definition for each data file or report;
5. Data records shall immediately follow the header record. The formatting of data records shall be defined within the individual Data Record Definition for each data file or report;
6. The Contractor shall not include any subheadings or subtotals on data files and reports, unless requested by the CALNET Program;
7. Data fields defined as data type "Percentage" or "Currency" shall be converted to a "Decimal" value before submitting to the CALNET Program, unless otherwise directed by the CALNET Program;
8. The Contractor shall only include the following characters for Currency and Quantity fields: digits, negative signs, decimals;
9. The Contractor's data files must contain ASCII characters only when submitted to the CALNET Program;
10. The Contractor shall not include quotation marks in data files when submitted to the CALNET Program;
11. Data fields that are left blank shall contain a delimited placeholder; and,
12. The Contractor shall populate data fields based on what is coded in the "populate" ("Pop") column of the Data Record Definition for each data file or report. The "Pop" column is coded as follows:

POP	Description
R	REQUIRED: Field must always be populated
A	IF APPLICABLE: Field must be populated if it is applicable to the Service Type and Product Name
O	OPTIONAL: Field may be populated if desired
N	Field shall never be populated for the specified scenario

15.6 Management and Oversight Compliance Data

The Contractor shall provide the complete and accurate data files and reports specified below within 60 calendar days of receipt of the Contractor's first Service Request related to this negotiation, or prior to the Contractor's commencement of any applicable Plan identified in Section 20, Conversion, whichever occurs first.

15.7 CALNET Billing Activity Report

Filename: CBAR

File Frequency: Monthly

File Format: Pipe “|” delimited text file (zipped)

File Description: The Contractor shall provide CALNET FirstNet Services and Equipment summary billing information for all CALNET FirstNet Services to the CALNET Program as a data file, herein defined as CALNET Billing Activity Report. The CALNET Billing Activity Report shall include the following as applicable:

- Criminal Justice Information Services Compliance Solution
- Push-To-Talk solution
- Voice and Text Service Plan for Basic Phones
- Voice, Text and Data Service Plans
- Data Only Service Plans
- Machine-to-Machine and Internet of Things (M2MIoT) Service Plans
- Domestic to International Calling and Messaging Services
- International Roaming
- Suspend Service Plan
- Equipment
- Expedite Fees

The data file shall be driven by the Charge Type. Charge Types are listed below.

Table 2, Charge Types

Charge Type	Charge Description
NRC	Non-recurring charge
MRC	Monthly recurring charge
PRC	Prorated charge
ADJ	Adjustment
SAAF	SAAF Charge
SAAFADJ	SAAF Adjustment

The data file shall contain all Feature components for the Service listed as individual data records directly under the Service and shall include data for the Service Month being reported.

- Each charge shall be reported on a new record.
- Back billing for Services or Features shall be reported as a separate data record for each Service Month.
- Partial months of Service with prorated charges shall be reported as a separate data record.

State Associated Administrative Fee (SAAF) Charges: SAAF charges shall be reported on the CALNET Billing Activity Report file as follows:

When the SAAF is a separate charge on the Invoice the Contractor shall present the SAAF on the CALNET Billing Activity Report file as SAAF data records, with each SAAF reported as a separate data record. SAAF shall be populated as follows for the fields listed below:

- Charge Type: populate with either “SAAF” or “SAAFADJ”
- Charge Amount: populate with the SAAF from the invoice
- Product ID: populate with “SAAF”
- Product Name: populate with “State Associated Admin Fee”

Data Record Definition: The following data fields shall be included as columns on each data record in the order specified and follow data field specifications as detailed below. **(NOTE: the POP requirements are defined separately for this file as the requirements that a field be populated change based on the Charge Type).**

Table 3, Data Record Definition

Field Order	Data Field Name	Description	Max Value	CBAR Data Type and Format
1.	Contractor Code	A unique identifier assigned to each CALNET Contractor provided by the CALNET Program.	2 chars	Text
2.	Service Month	The calendar month the Service and/or Feature is provided, added, changed, or disconnected.	7 chars	Date MM/YYYY
3.	Customer Code	The unique identifier for the Customer as provided by the CALNET Program.	5 digits	Number <99999> Must include leading zeros <u>Example:</u> 00028
4.	Customer Name	Customer name as identified and provided by the CALNET Program.	250 chars	Text
5.	Sector	The Customer's sector of government as provided by the State.	20 chars	Text <u>Example:</u> State
6.	Subsector	The Customer's subsector of government as provided by the State.	25 chars	Text <u>Example:</u> Executive
7.	BAN	A unique Billing Account Number used to designate a Customer or Customer location that will be billed.	50 chars	Text

Field Order	Data Field Name	Description	Max Value	CBAR Data Type and Format
8.	BTN	A telephone number for the account billed or a sub-account identifying the party that is billed for the call or Service.	50 chars	Text
9.	Invoice Number	The unique number assigned to the invoice.	30 chars	Text The unique number assigned to the invoice
10.	Invoice Date	The date the invoice was issued by the Contractor.	10 chars	Date MM/DD/YYYY
11.	Subcategory	CALNET Subcategory number from which the Service has been procured.	5 digits	Numeric (M, D) Where <M> is the maximum number of digits (3) and <D> is the maximum number of digits to the right of the decimal point (2) <u>Examples:</u> 501.00, 502.00
12.	Section Number	The number of the Service grouping as defined in each table heading of the Contractor's CALNET Catalog.	50 chars	Text
13.	Service Type	The name of the Service grouping as defined in each table heading of the Contractor's CALNET Catalog.	500 chars	Text
14.	Product ID	A unique Contractor-defined code specific to each Service and	25 chars	Text

Field Order	Data Field Name	Description	Max Value	CBAR Data Type and Format
		Feature as included in the Contractor's CALNET Catalog.		
15.	Product Name	A unique name given to each Service and Feature as identified in the Contractor's CALNET Catalog.	500 chars	Text
16.	Charge Type	An acronym assigned to the type of charge being reported on the row of data.	10 chars	Text Charge Types: NRC, MRC, PRC, ADJ, SAAF, SAAFADJ
17.	Charge Amount	The amount charged to the Customer per the charge type.	20 digits	Numeric (M, D) Where <M> is the maximum number of digits (20) and <D> is the maximum number of digits to the right of the decimal point (4) and <D> varies 2 to 4 digits Strip "\$" Example: \$15.95 converts to 15.95
18.	Product SAAF	The State Associated Administrative Fee (SAAF) rate multiplied by the Charge Amount for the specified Product ID.	20 digits	Numeric (M,D) Where <M> is the maximum number of digits (20) and <D> is the maximum number of digits to the right of the decimal point (4) (Unrounded to 4 decimal places including trailing zeros)

Field Order	Data Field Name	Description	Max Value	CBAR Data Type and Format
				Strip "\$" Example: \$15.95 convert to 15.9500
19.	Unit of Measure	Unit of Measure for the Product ID as published on Contractor's CALNET Catalog.	50 chars	Text
20.	Quantity	Total number of billable units for the specified Product ID in the reporting month.	30 digits	Numeric (M, D) Where <M> is the maximum number of digits (30) and <D> is the maximum number of digits to the right of the decimal point (2)
21.	Product Service or Feature Designation	Designates whether the specific line item is a Service or Feature as included in the Contractor's CALNET Catalog.	10 chars	"Service" or "Feature"
22.	Service ID	A unique identifier assigned by the Contractor to each Service ordered by a Customer.	100 chars	Text
23.	SLA Description	A description of the SLA credit applied.	255 chars	Text
24.	Field 1	Place holder for future meta data if needed.	255 chars	Text
25.	Field 2	Place holder for future meta data if needed.	255 chars	Text

Table 4, POP Value (Based on Charge Type)

Field Order	Data Field Name	NRC	MRC	PRC	ADJ	SAAF	SAAFADJ
1.	Contractor Code	R	R	R	R	R	R
2.	Service Month	R	R	R	R	R	R
3.	Customer Code	R	R	R	R	R	R
4.	Customer Name	R	R	R	R	R	R
5.	Sector	R	R	R	R	R	R
6.	Subsector	R	R	R	R	R	R
7.	BAN	R	R	R	R	R	R
8.	BTN	A	A	A	A	A	A
9.	Invoice Number	R	R	R	R	R	R
10.	Invoice Date	R	R	R	R	R	R
11.	Subcategory	R	R	R	R	R	R
12.	Section Number	R	R	R	A	A	A
13.	Service Type	R	R	R	A	A	A
14.	Product ID	R	R	R	A	A	A
15.	Product Name	R	R	R	A	A	A
16.	Charge Type	R	R	R	R	R	R
17.	Charge Amount	R	R	R	R	R	R
18.	Product SAAF	R	R	R	R	N	N
19.	Unit of Measure	R	R	R	A	N	N
20.	Quantity	R	R	R	A	N	A
21.	Product Service or Feature Designation	R	R	R	A	A	A
22.	Service ID	A	A	A	A	A	A
23.	SLA Description	N	N	N	A	N	N
24.	Field 1	A	A	A	A	A	A
25.	Field 2	A	A	A	A	A	A

15.8 AD HOC Reports

Filename: To be provided by the CALNET Program at the time of the request.

File Description: The Contractor shall provide ad hoc reports as requested by the CALNET Program at no cost to the State and acknowledged within 24

hours of receipt of request to determine the time frame agreed upon between the Contractor and the State.

File Format: Reports shall be provided in MS Excel, MS Access, or other format, as defined by the CALNET Program at the time of request.

Data Record Definition: The data record definition shall be defined upon request and include the required data fields, order of each data field, and the report format.

15.9 Data Retention (M)

All CALNET data and reports shall be retained and maintained by the Contractor in a secure environment for the periods identified in the General Provisions – Telecommunications, Section 15.4, Examination and Audit.

15.10 Reports Upon Customer Request

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

1. Voice and/or Data Reports

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

3. Usage Reports

The Contractor shall provide PSE 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 PSE Customer.

4. Customized One Time or Recurring Reports

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

16. INVOICING

The Contractor's invoices shall reference the CALNET Contract number(s) and provide a breakdown and explanation of all charges as specified throughout this section. Payments to the Contractor will only be issued for receipt of valid and approved invoices.

To ensure timely payment, the Contractor shall provide accurate monthly invoices to the PSE Customers and provide a breakdown and explanation of all charges as specified throughout this section.

The Contractor shall provide a unique Product Identifier for each Service and Product Name to appear on the PSE Customer's invoices as identified in the Catalog. Any duplicate Product Identifiers appearing in the Catalog response shall provide the exact same Service, Feature, and functionality at the same cost with the same limitations, including Monthly Recurring Charge (MRC), Non-Recurring Charge (NRC), and Change Charges.

Bundled Services are comprised of multiple components and the Contractor shall provide a unique Product Identifier for each bundled Service.

The Contractor shall integrate the Subcontractor's and Affiliate's billing data into the Contractor's consolidated invoicing application, creating one inclusive invoice to the PSE Customer. With the coordination and consolidation of invoices, the Contractor, its Subcontractors and Affiliates will establish processes and procedures to avoid errors.

The Contractor shall:

1. Maintain a secure password protected web-based invoicing application which delivers integrated monthly invoices to the PSE Customers including Services provided by the Contractor, its Subcontractors and Affiliates, in accordance with NIST 800-63 Digital Identity Guidelines;
2. List recurring and non-recurring line items individually by line number and Product Identifier;

3. Provide within the invoicing application the ability to download/export data into an MS Excel 2013 or higher document;
4. Generate monthly invoices to the PSE Customers that are accurate and provide sufficient data for the PSE Customer to validate and reconcile in a timely manner;
5. Distribute invoice(s) to authorized PSE Customer within 15 calendar days of the end of the monthly billing cycle;
6. Utilize the Customer Naming Conventions as mutually agreed upon by the Contractor and the CALNET Program;
7. Ensure necessary invoice modifications no more than two bill cycles following Contract amendment OSTP signature;
8. Itemize all charges by Product Identifiers for each Service and Product Name. Monthly Recurring Charges, Non-Recurring Charges, and Adjustments must be itemized;
9. Post and identify Adjustments on invoices (i.e. credits, debits) and provide applicable cross referencing information upon PSE Customer request, if available;
10. Identify late payment charges on the invoice and upon request provide proof that the late payment charge is valid;
11. Provide the invoicing application and post link to the FirstNet Central Tool within 30 calendar days of the Effective Date of this Contract;
12. Not bill for, and the PSE 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;
13. Invoice in arrears. The State is only authorized to pay for Services that have been rendered as stated in State Contracting Manual (SCM), Advance Payments - 1901.2;
14. Initiate and provide a refund when there is credit on a closed account. The PSE Customers shall not be responsible for refund initiation and the refund is to be reflected on the BAN or as mutually agreed upon by both parties. Refund checks shall be issued to the PSE Customer within 60 calendar days of the date of account closure. Refund checks shall be reflected in the Adjustments section of the invoice for tracking purposes.

Refund checks will include the associated BTN/Circuit ID/WTN and the Customers' Service request number when applicable; and,

15. Not disconnect a Customer's Service due to non-payment. The Contractor is responsible for working with the Customer for resolution. In the event that the Contractor cannot resolve the non-payment issue with the PSE Customer, the Contractor shall proceed in accordance with General Provisions – Telecommunications, Section 17.2, Dispute Resolution.

16.1 Invoice Content Requirements

Invoice content will vary depending on the type of Service. Invoices shall include data as defined below for a PSE 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. Contractor's Name and/or logo;
2. Billing Account Number (BAN) or equivalent;
3. Invoice Number;
4. Invoice Date;
5. Current Charges;
6. Previous Balance – the amount reflecting any unpaid charges from previous invoice(s) that has been carried forward;
7. Total Amount Due;
8. Payment(s);
9. Payment due date
10. Adjustments; and,
11. Toll-Free Support Line.

16.1.1 Content for Remittance Slip (download via Premier ebill)

1. Contractor Name;

2. Remittance Address;
3. CALNET Contract Number;
4. Invoice Number;
5. Invoice Date;
6. Current Charges;
7. Total Amount Due; and,
8. Payment due date.

16.1.2 Required Invoice Content

1. BTN, WTN or equivalent;
2. Product ID;
3. Product Name;
4. Quantity;
5. Billing Period – The billing cycle for which the MRC applies;
6. Charge – the MRC for each unique Product ID;
7. Usage Charge – to include Call Detail Record if applicable;
8. Adjustments;
9. Itemized Taxes, Fees and Surcharges – provided at the BTN, WTN, circuit (or equivalent) level;
10. Service Request Number or equivalent for new orders; and,
11. Installation Date/Activation Date (for new orders).

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

16.2 Invoice Delivery Methods

The Contractor shall have the ability to provide invoicing as identified below:

1. Web-based (Paperless) – secure password protected; and,

2. Paper – double side print required

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

16.2.1 Web-Based (Paperless) Invoicing Delivery Options

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

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

PSE Customers may request partial turn off of paper with the PSE 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 PSE Customer to establish a monthly invoice email notification, which is delivered to the PSE Customers identified email addresses;
2. Include URL or access link on the email notification directing PSE Customers to their online invoice for viewing and printing;
3. Provide the ability for an authorized PSE 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.

16.3 Invoicing Support

1. The Contractor Shall Provide to PSE Customers:

- a. Invoice Support 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. Investigation and resolution of systemic invoicing errors when they are identified;
 - d. Staff resources with the necessary skill levels to support invoicing Services;
 - e. Invoice support from 8:00 a.m. to 5:00 p.m., Monday through Friday; and,
 - f. Invoice support from location(s) within the United States or U.S. Territories.
2. The Contractor shall provide to CMO:
- a. A designated contact for invoicing to support the invoicing Requirements;
 - b. A designated escalation manager, at least one level higher than designated contact for Invoicing, to support the invoicing Requirements, and,
 - c. Written notification to the CMO for any variations (e.g. temporary Product Identifiers, tax errors, incorrect billing of Product Identifiers, fraudulent activity) that may affect the PSE Customer's invoices. Notification shall be provided through email within five calendar days from identification.

16.4 Billing Disputes and Adjustments

Should any PSE Customer dispute, in good faith, any portion of the invoiced amount due, the PSE 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 Contractor shall allow the PSE Customer to deduct the disputed amount from the amount due. The Contractor shall not apply late payment charges to the disputed amount until the dispute is resolved by the parties at which time any amount due will be paid by the PSE Customer or adjustment shall be issued by the Contractor,

consistent with the payment timelines set forth in this Contract. All parties agree to use their best efforts to resolve disputes.

The Contractor shall resolve billing disputes by issuing Adjustments for the full amount or provide acceptable evidence the disputed amount should not be adjusted.

In the event a dispute between the Contractor and the PSE Customer cannot be resolved, the processes described in the General Provisions – Telecommunications, Section 15.8, Set-off Rights, and Section 17.2, Dispute Resolution shall prevail.

16.5 Back Billing and Billing Credits

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

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

16.6 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 Program, 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 Program within 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 Program with valid exemption certificate(s) to complete on behalf of the State as identified in General Provisions – Telecommunications, Section 15.3.1, Service Taxes, Fees, Surcharges, and Surcredits, within 30 calendar days following the Contract Effective Date.

The Contractor shall provide a tax table report to the CALNET Program within 60 calendar days after the Contract Effective Date, and at the direction of the CALNET Program.

In addition, the Contractor shall update the Tax Table Report within 30 calendar days after the release or notification of any new law, resolution, or order that imposes or allows any new Service tax, fee, surcharge, and surcredit the Contractor intends to recover from the PSE Customers, in accordance with General Provisions – Telecommunications, Section 15.3.1, Service Taxes, Fees, Surcharges and Surcredits.

16.7 Invoicing 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. Contractor shall not hold CALNET Customers responsible for costs of Services associated with the failure of a Contractor to secure their network consistent with industry standards.

16.8 Examination and Audits

The CALNET Program 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 Program request without the Customer’s prior authorization.

The Contractor shall provide billing records within 30 calendar days of receipt of request from the CALNET Program. Refer to General Provisions – Telecommunications, Section 15.4, Examination and Audit for additional Requirements.

Upon request, the Contractor shall provide State auditing and/or investigative agencies (i.e., Bureau of State Audits, Department of Justice, court orders, or other law enforcement agencies) with copies of billing records without the PSE Customers’ authorization for audit purposes at no cost to the State or the PSE Customer. The State may sign a non-disclosure agreement on a case-by-case basis, subject to statutory requirements.

16.8.1 Systemic Invoicing Errors

The Contractor shall provide a corrective action plan within 30 Business Days for the identified invoice discrepancy. The Contractor shall correct systemic invoicing errors within 60 calendar days of the identified invoice discrepancy unless otherwise mutually agreed upon by the CMO. The Contractor shall provide the CMO a list of affected PSE Customers, dates of occurrence, resolution, and timeframes to implement resolutions and preventative measures.

16.9 Individual Pricing Reductions

The Contractor may enter into price negotiations with PSE Customers or the CMO. These price negotiations allow the Contractor to reduce prices with a PSE Customer for one or more Services by location(s). The Contractor may also enter into a global Individual Price Reduction (IPR) with the CMO on behalf of CALNET Customers, which shall establish lower CALNET rates based upon, but not limited to:

1. Geographic area or location(s)
2. On one or more Service(s):
3. Customer Conversion to CALNET replacement Contracts; and
4. By Service quantity thresholds.

This Contract allows for two different IPR Scenarios; Standard IPR or Duration IPR.

The Contractor shall apply the following general provisions to both Standard and Duration IPRs:

1. The Contractor shall submit to the CMO an electronic copy of the signed IPR Agreement (IPRA) (Attachment 2) document consisting of an analysis of current Contract pricing and proposed IPR pricing within five Business Days of the PSE Customer signature.
2. The Contractor shall utilize Attachment 2, CALNET – Individual Price Reduction Agreement form when offering the PSE Customer's pricing below the CALNET catalog rates.

3. An IPRA must be signed by the Contractor and the PSE Customer. The IPRA becomes effective on the date that it is signed by the Contractor and the PSE Customer, unless otherwise noted for a future date in the IPRA document within the “Description of Contract Services” field.
4. All Contract Requirements, terms and conditions, including SLAs, 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 16.6, Service Taxes, Fees, Surcharges, and Surcredits, and General Provisions – Telecommunications, Section 15.3.1, Service Taxes, Fees, Surcharges, and Surcredits;
6. Once a Standard or Duration IPRA is approved by the Contractor and the PSE Customer, the Contractor shall not cancel or increase pricing during the Contract Term for Service(s) listed in the IPRA.
7. All approved IPRA's shall remain in effect if options to extend the Contract are exercised by the State.
8. All IPRA's shall be subject to examination and audit pursuant to General Provisions – Telecommunications, Section 15.4, Examination and Audit.
9. The IPRA and information regarding the approved IPR Service rate(s) shall be subject to the California Public Records Act.
10. Implementation of an approved IPRA does not require reduction of Contracted rate(s) for Service(s), pursuant to General Provisions – Telecommunications, Section 15.14, “Most Favored Nation” Status of the State. However, if Contracted rate(s) are amended and 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 the Duration IPRs.
11. The Contractor shall obtain the CMO approval to automate the IPRA form before implementing any changes.
12. The Contractor shall correct any IPRA's that do not comply with the Requirements of this Contract. Corrections shall be completed within 30 calendar days of the CMO written notification.

16.9.1 Standard IPRs

The following provisions apply to Standard IPRs:

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

16.9.2 Duration IPRs

The following provisions apply to Duration IPRs:

1. The Contractor may offer IPRs that require duration commitments. Duration IPRs shall reduce Service pricing and establish PSE Customer's duration commitments.
2. Acceptance of any solicitation or offer from the Contractor shall be at the sole discretion of the PSE Customer.
3. The Duration IPR Service rate(s) shall continue in effect from the date the Duration IPR is signed by both the Contractor and PSE Customer, through the remainder of the Contract Term.
4. The PSE Customer's duration commitment shall not exceed the Contract expiration.
5. After the Duration IPRA term commitment has been met, the PSE Customer may cancel Services without being subject to early termination charges. If a PSE Customer elects to terminate Service(s) prior to the PSE Customer's Duration IPRA commitment date for reasons other than (1) Contractor default, or (2) circumstances outside the PSE Customer's reasonable control, the PSE Customer

shall be liable to the Contractor for an early termination of the Duration IPRA.

6. 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 of the original Contract rate multiplied by the number of months used under the Duration IPRA; and,
 - c. Any unrecovered nonrecurring charges owed to the Contractor on the date of termination.

17. STATE ASSOCIATED ADMINISTRATIVE FEE

The Contractor shall, on behalf of the CALNET Contract, bill and collect the SAAF from the PSE Customers on a monthly basis throughout the life of the Contract excluding taxes and freight. The Contractor shall remit the total SAAF collected for each month to the California Department of Technology no later than 60 calendar days after the last day of each billing month.

The SAAF is determined by the CMO for all Services, Equipment, products or Features ordered under this Contract. The CALNET CMO will determine the methods and amount of the SAAF. Refer to General Provisions – Telecommunications, Section, 15.10, Administrative Fee, for additional Requirements.

1. The Contractor shall apply the SAAF rate to all of the Contractor's Services.
2. Administrative Fees are to be calculated from the Contractor's Contract Catalog submission pricing. Service Taxes, Fees, Surcharges, and Surcredits shall not be imposed on the State's Administrative Fee;
3. The SAAF rate may change during the period of performance of this Contract.
4. The CMO will provide the Contractor with notice of any changes to the SAAF rate at least 30 days calendar prior to the effective date of the new rate.

5. The Contractor shall round billing in accordance with Section 18, Usage Based Rounding to substantiate the SAAF.
6. The Contractor is responsible for the total SAAF payment. SAAF payment shall not be reduced due to a Service Level Agreement credits or refunds.
7. The Contractor shall remit an Electronic Fund Transfer (EFT) as payment to the California Department of Technology based on the SAAF billed to the PSE Customers.
8. The Contractor shall provide a SAAF notification of remittance to the CALNET Program via email or other electronic means as directed by the CMO. Notification shall include the following:
 - a. Contract Number;
 - b. Category;
 - c. Contractor Name;
 - d. Date of remittance;
 - e. Amount of SAAF;
 - f. Service Month;
 - g. Total expenditures; and,
 - h. Total Amount of SAAF.

Adjustment to SAAF monies shall be included and documented as an Adjustment on subsequent reports including those identified in Section 15, Data Management and Standardization.

Additional SAAF instructions will be provided by the CMO within 30 calendar days of the Effective Date of this Contract, which include the SAAF rate and what Services or charges it may apply to.

18. USAGE BASED ROUNDING

The Contractor shall work with the CALNET Program, upon the Contract Effective Date, to develop a methodology that identifies how the State's prescribed usage based four-digit rounding process will be applied to ensure accurate charges are collected. The methodology shall be completed within 60 days of

the Effective Date of this Contract and subsequently approved by the CALNET Program.

19. CALNET AUTHORIZATION TO CUSTOMER PROPRIETARY NETWORK INFORMATION

The Contractor shall provide the CALNET Program all data, invoices, reports, and access to trouble tickets for Service(s) subscribed to under this Contract, pursuant to the provisions of this Contract. The CMO authorized users shall have access to Customer Proprietary Network Information (CPNI) for purposes of administering this Contract. The Contractor shall provide access only to CALNET Program staff as authorized by the CMO.

20. CONVERSION

Conversion includes Transition, and Migration scenarios. Upon request, the Contractor shall prepare and deliver to the CMO for the CALNET Program's review and approval separate Conversion Plans to address the Conversion of Services as required herein. The Contractor agrees to cooperate fully with the State and other Contractor(s) with planning, coordination, and implementation during all Conversion phases. The Contractor shall provide plans that will assure the Conversion will occur in a timely and efficient manner.

The Contractor's FirstNet Services and invoicing system shall be available upon the Contract Effective Date. The Contractor shall, at the Contractor's expense (excludes install fees for Migration-In), implement the Conversion Plans, provide all of the Contractor labor resources necessary to implement the Conversion Plans and perform all tasks in accordance with the approved Conversion Plan schedules. The Contractor shall mitigate disruption of Service and any period when the State is subject to charges from more than one Contract, unless at the documented request of the PSE Customer.

The Contractor shall not implement any Conversion Plans without CMO prior approval and oversight coordination.

20.1 Conversion Types

Conversion is defined as the process of moving existing PSE Customer Services from the CALNET 3 FirstNet Contract to CALNET 5 FirstNet Contract or the

process of moving CALNET 5 FirstNet Services to any subsequent CALNET Contract. Conversion shall be Transition, or Migration as defined below.

20.1.1 General Requirements

The Contractor shall not charge any Non-Recurring Charges to the PSE Customers for Transition-In. All Service activations shall be at no cost to the PSE Customers.

The Contractor shall assist the PSE Customers as necessary to accomplish a Conversion to the CALNET 5 FirstNet Contract.

The Contractor shall coordinate and communicate with the CMO and the PSE Customers throughout all phases of the Conversion.

20.1.2 Transition

Transition (shall be synonymous with Transition-In) means the process and period when an incumbent Contractor moves an active CALNET 3 FirstNet Service to the same Contractor's equivalent CALNET 5 FirstNet Service.

During the Transition process the Contractor shall:

1. Perform Migration-Out for the Service in accordance with the CALNET 3 FirstNet Requirements and Transition-In in accordance with CALNET 5 FirstNet Requirements.
2. Immediately begin to Transition all CALNET 3 PSE Customer Services to CALNET 5 FirstNet Services upon approval from CMO to begin selling CALNET 5 FirstNet Services.
3. Confirm there is a current ATO on file for non-State PSE Customers in accordance with the CALNET Program ATO process.
4. For Services Transitioned within the first six months of the CALNET 5 FirstNet Effective Date, begin invoicing CALNET 5 FirstNet rates from the Transition-In date.
5. For Services not Transitioned within the first six months of CALNET 5 FirstNet Effective Date, submit to the CALNET Program a CALNET 3 global IPR to change the rates to reflect CALNET 5 FirstNet lower rates.

- a. The Contractor must apply the lower rates on CALNET 3 FirstNet Contract no later than six months from the Effective Date of the CALNET 5 FirstNet Contract to mitigate the issuance of PSE Customer credits.
6. Perform the Transition at no cost to the PSE Customers. Non-recurring charges shall not apply when PSE Customers' Services are Transitioned from CALNET 3 to the CALNET 5 FirstNet Contract.

20.1.3 Migration

Migration of Services shall occur under the following conditions:

1. The PSE Customer requests replacement of a Service from a different Contractor.
2. The PSE Customer requests a different replacement Service from the same Contractor that provided the PSE Customer's CALNET 3 FirstNet Service.
3. A CALNET 5 FirstNet Contract is not awarded to the incumbent CALNET 3 FirstNet Contractor currently providing these Services, the CMO may initiate a coordinated effort to move CALNET 3 FirstNet PSE Customers to alternate CALNET 5 Services.
4. CALNET 5 FirstNet Services are moved to alternate Contracts for the following reasons:
 - a. CALNET 5 FirstNet Contract Term expires; or
 - b. All or a portion of CALNET 5 FirstNet Services are terminated in accordance with the General Provisions – Telecommunications, Section 16.2, Termination for Convenience and Section 16.3, Termination for Default.

There are two different types of Migration as follows:

20.1.4 Migration-In

Service Requests for Migration-In shall be considered a "new" Service Request. The PSE Customer will be responsible for Non-Recurring Charge(s) associated with the Migration-In of Services, unless negotiated with the Contractor.

At the sole discretion of the CMO and Cal OES, and on behalf of PSE State entities, the State may choose to Migrate certain Services and Customers to replacement Services or different Contractors during the CALNET 5 Contract Term.

The Contractor shall provide a Migration-In plan as requested by the CMO as defined herein.

20.1.5 Migration-Out

The entire Migration-Out of CALNET Services shall be provided at no cost to PSE Customers. Non-recurring charges shall not apply when the PSE Customers Migrate-Out from the CALNET 5 FirstNet Contract. Term Migration-Out shall be synonymous with Disentanglement.

20.1.5.1 Commencement of Migration Out Services

- a. The Migration-Out shall begin on the earlier of the following dates, as applicable, the Migration-Out commencement date: (i) as elected by the CDT, up to sixty (60) calendar days prior to the end of the category or subcategory Contract term that the CDT has not elected to extend pursuant to General Provisions – Telecommunications, Section 2.1.3, Contract Effective Date or has already extended fully as permitted under this Section; or (ii) the date a notice of termination is delivered pursuant to General Provisions – Telecommunications, Section 16.2, Termination for Convenience, or General Provisions – Telecommunications, Section 16.3, Termination for Default; or (iii) the CDT's election pursuant to General Provisions – Telecommunications, Section 20.13, Non-Exclusive Agreement to obtain any portion, component, subset or all of the Services offered under the terms and conditions of this Contract, or any other Services (analogous, similar, comparable or otherwise) from third parties, including from other category or subcategory Contractors, or to provide the same to itself. Contractor shall provide Migration-Out Services until it has completed the obligations of this Section.
- b. Contractor's obligation to continue to provide the affected Services shall continue until the earlier of (i) completion of a Migration to a new Service provider as provided in this Section, (ii)

eighteen (18) months after the effective date of any termination or expiration, or (iii) or the date prescribed by the CDT in a written notification. During Migration-Out, Contractor shall continue to provide Service(s) in a manner consistent with Contractor's provision and performance of such Service(s) during the period such Service(s) were provided to the State hereunder.

- c. Subject to the performance by the CDT and any subsequent provider of similar Services, Contractor shall cooperate fully with the CDT and third parties and shall take all actions requested by the CDT or as necessary to accomplish a smooth, complete Conversion of responsibility for the Services being terminated from Contractor to the CDT, or to any replacement provider designated by the CDT (a "Migration-Out"), with no material interruption of, or adverse impact on, the State in any way, including on the Services. In the event the CDT elects to terminate any Service (but not all Services in the aggregate) pursuant to the terms hereof, Contractor shall perform its Migration-Out obligations hereunder to the extent applicable to the Service or Services being terminated. Contractor's obligations hereunder regarding the collection and payment to CDT of administrative fees shall continue throughout Migration-Out.

20.1.5.2 Non-Compliance with Migration-Out Requirements

- a. If the CMO determines that Contractor has not complied, or is unlikely to comply, with Migration-Out requirements identified in the Conversion Plan, and such non-compliance was a direct result of Contractor, subcontractor or supplier, and not due to any third party or situations outside the control of Contractor, as determined by the CMO, the CMO may give written notice to Contractor of non-compliance. Contractor shall have seven calendar days, or longer if agreed to by the CMO in writing, to achieve compliance. Contractor shall provide to the CMO all necessary additional Contractor personnel to accelerate performance as may be required or necessary to timely achieve compliance or, if Contractor has already failed to comply, achieve compliance within a re-adjusted time frame established by the CMO.

- b. For each material Migration-Out requirement not completed after the notice of non-compliance period, the CDT shall be entitled to invoice Contractor for up to \$2,000 per day for each Customer affected by a material deficiency not to exceed \$10,000 per day for all deficiencies until Contractor is in material compliance with the Requirements of the Conversion Plan. Contractor may exercise its dispute rights under General Provisions – Telecommunications, Section 17.1, Notice of Potential Disputes, in the event that the Contractor disagrees with the CDT's application of this Section; however, pending final resolution of any dispute, Contractor shall diligently proceed without disruption or delay with the performance of the Conversion Plan.

20.1.5.3 Additional Migration Out Requirements

- a. All Migration-Out Services performed by Contractor during the Conversion shall be performed by Contractor at no additional cost to Customers beyond what the Customer would pay for the Services.
- b. Contractor shall provide to the Customer, all Customer data and documentation and other information reasonably requested by the Customer in connection with the Conversion that is sufficient to enable the Customer, or another reasonably competent service provider, to fully assume the provision of any terminated Services. Except as Contractor is otherwise required to retain such data under this Contract or by law, Contractor shall destroy all copies of Customer data not turned over to the Customer.
- c. Contractor shall export all artifacts and data to the requesting Customer. The State and/or Customer reserves the right to define export data formats, storage media type, locations to which data is to be delivered and other special criteria deemed necessary for successful Migration-Out.
- d. To the extent applicable to the Services provided by Contractor hereunder, Contractor shall provide to the State and/or Customer as complete and accurate an inventory and such other information regarding requests necessary for Migration-Out of Services.

20.2 Conversion Plans

Conversion Plans include Transition-In, Migration-In, and Migration-Out as described below.

The Contractor shall recommend all considerations necessary for developing and implementing successful Conversion Plans.

The Contractor agrees to cooperate fully with the State in planning, coordinating, and implementing Conversion Plans. The Contractor shall assign a Project Manager that shall participate in regular meetings with the CALNET Program throughout all Conversion implementations until completion.

The Conversion Plans shall mitigate any disruption to the PSE Customers and end-users.

The State reserves the right to modify the Conversion Plans where it is deemed in the best interest or benefit of the State or authorized PSE Customers of the CALNET Contract.

The Contractor shall coordinate and communicate with the CALNET Program and the PSE Customers throughout all phases of the Conversions.

The Conversion Plans shall explain how the CALNET Contractor intends to implement each Conversion. The Contractor shall submit:

1. Transition-in plans shall be submitted within 30 calendar days of Effective Date of this Contract. The Transition-In plan shall include all Requirements identified below.
2. All other Conversion Plans shall be submitted within 30 calendar days of the CALNET Program's written request.

The Contractor shall acknowledge and carry out all responsibilities, meet approved milestones to effectively complete the Conversions as documented and agreed upon by the CALNET Program and the Contractor.

The Contractor shall, at its sole expense, provide all labor resources necessary to implement the Conversion Plans (excludes installation fees for Migration-In), and perform all tasks in accordance with the approved plan(s) and schedule(s).

20.2.1 Conversion Plan Requirements

The CALNET Contractor's Conversion Plan(s) shall include the following information:

1. Proposed Conversion schedule that includes monthly milestones and completion dates through Conversion.
2. Identify if Service Conversion is administrative (i.e., billing change) or physical (i.e. platform change).
3. Identify Conversion tasks dependent on the PSE Customer or CALNET data and resources.
4. Identify obstacles and risks for achieving completion.
5. Identify Contractor's resources to support Conversion of Services.
6. Document roles and responsibilities for Conversion.
7. Document Contractor's commitment and frequency to provide status as directed by the CALNET Program.
8. Provide a format template for status reports.
9. Document commitment to ensure a valid ATO is on file for non-State PSE Customers before Conversion commences (excludes Migration-Out).
10. Provide a list of Service Types to be Converted. The list of Service Types shall include the following details:
 - a. Cross reference out-going CALNET Contract Service Types to incoming CALNET Contract Service Types (excludes Migration-Out);
 - b. Specify the quantity of Service Types to be Converted; and,
 - c. Split up Service Types by State and non-State Customers.

Conversion from the CALNET 3 Contract to the CALNET 5 FirstNet Contract shall be completed prior to the expiration of the CALNET 3 Contract.

The Contractor shall not deem Conversion complete until the PSE Customer's billing accounts for Services of the previous Contract has been closed out.

20.3 Conversion Status Report(s)

Upon commencement of the Conversion Plan(s), the Contractor shall provide the CALNET Program a Conversion Status Report(s) that identifies the quantity of Services by Service Type that has been Converted and the quantity of Services by Service Type that remains to be Converted. The CALNET Program shall review and approve the Contractor's status report format and determine the report frequency.

21. 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 CMO and Cal OES. All plans shall conform to PMI PMBOK standards and guidelines as applicable.

22. TECHNICAL SERVICE LEVEL AGREEMENTS (SLA)

The following SLAs apply for the life of the Contract.

22.1 FirstNet Central Tool

SLA Name: FirstNet Central Tool
Definition: The Contractor shall provide a FirstNet Central Tool for PSE and other authorized entities to access information and applications on a 24x7x365 basis.
Measurement: The Contractor shall measure portal uptime on a monthly basis. Objective excludes scheduled maintenance duration. Contractor shall provide CMO the method of uptime measurement within 30 calendar days of the Effective Date of this Contract.
Objective: 99.99% uptime
Remedy: Within 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 30 calendar days from missed objective.

22.2 Contractor FirstNet Plans

SLA Name: FirstNet Plans
Definition: The Contractor shall submit the preliminary plans listed below to Cal OES and/or CALNET Program within the specified time frames. Cal

OES and the CALNET Program may require additional details be provided prior to acceptance of any plan(s).

Measurement: Time from the Effective Date of this Contract until Contractor submits each preliminary plan to Cal OES and/or CMO. This SLA excludes timeframes for review and mutual approvals.

Objective(s): The Contractor shall submit the following individual plans with the timeframes in this Contract:

1. CMO Escalation Process Plan – within 15 calendar days of the Effective Date of this Contract.
2. Customer Escalation Process Plan – within 30 calendar days of the Effective Date of this Contract.
3. Emergency Orders Delivery Plan - within 15 calendar days of the Effective Date of this Contract.
4. Equipment Repair/Replacement Process Plan - within 15 calendar days of the Effective Date of this Contract.
5. Incident Reporting Process Plan – within 30 calendar days of the Effective Date of this Contract.
6. Local Assistance Support Plan – within 30 calendar days of the Effective Date of this Contract.
7. FirstNet Central Tool Plan – within 30 calendar days of the Effective Date of this Contract.
8. Order Submission Process Plan – within 15 calendar days of the Effective Date of this Contract.
9. Service Activation Plan – within 15 calendar days of the Effective Date of this Contract.
10. Temporary Service Suspension and Reactivation Plan - within 15 calendar days of the Effective Date of this Contract.
11. End of Life Provisioning Support Plan – within 30 calendar days of the Effective Date of this Contract.

Remedy: 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 30 calendar days of CDT's notification of assessment of liquidated damages.

22.3 Plan Implementation

SLA Name: Plan Implementation

Definition: The Contractor shall complete all Requirements and Deliverables by the negotiated dates as defined in the individual plans.

<p>Measurement: Each plan shall be considered fully implemented upon Cal OES or CMO acceptance of the final Requirements and Deliverables on or before the negotiated due date(s).</p>
<p>Objective(s): 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"> 1. CMO Escalation Process Plan 2. Customer Escalation Process Plan 3. Emergency Orders Delivery Plan 4. Equipment Repair/Replacement Process Plan 5. Incident Reporting Process Plan 6. Local Assistance Support Plan 7. FirstNet Central Tool Plan 8. Order Submission Process Plan 9. Service Activation Plan 10. Temporary Service Suspension and Reactivation Plan 11. End of Life Provisioning Support Plan
<p>Remedy: 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 30 calendar days until the plan is fully implemented. The Contractor shall pay remedies to CDT within 30 calendar days of CDT's notification of assessment of liquidated damages.</p>

22.4 Mobile Switching Center (MSC) Failure

<p>SLA Name: Mobile Switching Center (MSC) Failure</p>
<p>Definition: A failure that prevents full functionality of a MSC serving the FirstNet Cellular Network in California resulting in a Service outage \geq 30 minutes.</p>
<p>Measurement: The Service is not fully functional during the time the network alarm or incident is opened until restoration of the MSC Service.</p>
<p>Objective: Service failure at a MSC that has an outage duration \geq 30 minutes.</p>
<p>Remedy: Within 90 minutes of the discovery of an outage, a verbal notification shall be sent to Cal OES.</p> <p>Within 120 minutes of the discovery of an outage, a notification shall be sent to Cal OES describing the following:</p> <ol style="list-style-type: none"> 1. Discovery date and time of the outage.

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| <ol style="list-style-type: none"> 2. Type of outage and general description (e.g., “cell sites out of service” or “MSC outage”). 3. The affected geographic area(s) by county and the affected cities and/or town(s). 4. Estimated time to repair. 5. A telephone number for a live representative of the applicable Contractor (or alternative point of contact information). 6. Any other relevant information. <ul style="list-style-type: none"> • The Contractor shall exercise all reasonable efforts, consistent with the limitations imposed by emergency conditions, to report complete and accurate information. • Within 30 calendar days after MSC Service failure, the Contractor shall provide Cal OES a Root Cause Analysis and a corrective action plan, if applicable. |
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22.5 Macro Cell Site Failure

SLA Name: Macro Cell Site Failure
<p>Definition: A failure that prevents full functionality of more than 50% of macro cell sites in a single County with a minimum of eight macro cell sites resulting in a Service outage for ≥ 30 minutes. 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 12 macro cell sites resulting in a Service outage for 30 minutes or greater.</p>
<ul style="list-style-type: none"> • Measurement: 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>Objective: Service failure at a Macro Cell Site that has an outage duration of ≥ 30 minutes.</p>
<p>Remedy: Within 90 minutes of the discovery of an outage, a verbal notification shall be sent to Cal OES.</p> <p>Within 120 minutes of the discovery of an outage, a notification shall be sent to Cal OES describing the following:</p> <ol style="list-style-type: none"> 1. Discovery date and time of the outage 2. Type and description of outage

3. Affected geographic areas (county, city, etc.)
 4. Estimated time to repair, if known
 5. A telephone number for a live representative from the applicable Contractor
 6. Estimated timeframe for additional updates
 7. Any other relevant information
- The Contractor shall exercise all reasonable efforts, consistent with the limitations imposed by emergency conditions, to report complete and accurate information.
 - Within 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.

22.6 Provisioning

SLA Name: Provisioning
Definition: Contractor failure to complete the provisioning and activation of new Services and changes by the established time interval.
Measurement Process: The Contractor shall meet the time interval for each individual Service Request in accordance with the Contract Sections identified below or as negotiated between Customer and Contractor in writing. The Customer will contact AT&T to request a credit when a provisioning objective is missed. The Customer must provide confirmation notification received from AT&T which initiated the provisioning timeframes and a delivery confirmation receipt that identifies the missed objective. AT&T shall provide the confirmation notification to the Customer at time of order. The Customer will also provide to AT&T a delivery confirmation receipt that identifies the missed objective. Provisioning SLAs have two objectives: <ul style="list-style-type: none">• Objective 1 – Existing Service; and,• Objective 2 – New Services.
Measurement: Objective 1 - Existing Services as indicated below: <ul style="list-style-type: none">• New Equipment, Section 8.7.3 – Within 48 hours of receipt of PSE Service Request (activate/suspend)• Replacement/Upgrade Equipment, Section 8.9 – effective on the requested date or on the first day of the current billing cycle, as applicable (terminate/account changes)• Temporary Suspension, Section 8.10 – Within 24 hours (Contractor must ship inactive equipment)

<ul style="list-style-type: none">• Service Reactivation, Section 8.10<ul style="list-style-type: none">○ Emergency – Within four hours○ Non-Emergency - Within 24 hours <p>Objective 2 - New Services as indicated below:</p> <ul style="list-style-type: none">• Service Activation Emergency, Section 8.7.4 – Within two hours (activate equipment and Service)• Delivery Time Non-Emergency, Section 8.15.1 – Within three business days of order acknowledgement (in stock)• Service Activation, Section 8.7.3 – Within 24hours (includes ship equipment/ready for use)
<p>Remedy: Per Occurrence as requested by Customer with accompanying confirmation and delivery notification:</p> <ul style="list-style-type: none">• For Service plans, the Contractor shall credit 100 percent of the Customer's monthly plan rate for one full month for each cellular telephone number for which a delivery date is missed.• For equipment, the Contractor shall credit ten percent 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.

23. SERVICE LEVEL AGREEMENT (SLA) REPORTS

The Contractor shall provide the CALNET Program with data necessary to perform SLA compliance oversight in the form of SLA reports. The Contractor shall provide complete and accurate ad hoc reports as requested by the CALNET Program or Cal OES in accordance with the Technical Service Level Agreements (SLA) detailed in Section 22 of this Contract.

The Contractor shall provide an electronic copy of SLA Reports in Microsoft Excel or as directed by CMO or Cal OES. All final report formats shall be approved by CALNET Program, and no changes shall be made to the data fields, format or headings without prior written consent of the CALNET Program. Upon request, the Contractor shall make SLA Report data 100% accessible to the CALNET Program for a minimum of one year.

23.1 SLA Service Level Agreement Reporting

The Contractor shall report all Provisioning SLA rights and remedies (credits and refunds) as requested by the 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.

24. EXHIBIT B, TECHNICAL SPECIFICATIONS

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

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.

24.1 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.

24.2 Subscriber Identification Module

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.

24.3 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.

24.4 User Portal (FirstNet Central Tool)

The Contractor shall provide access to the FirstNet Central 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 the Effective Date of the parties' Contract, as reviewed by FNA.

The FirstNet Central 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.

24.5 FirstNet Central Tool Plan

Within 30 calendar days of the Effective Date of this Contract, the Contractor shall provide a FirstNet Central Tool Plan to the 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 FirstNet Central Tool.

24.6 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.

24.7 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 FirstNet Central Tool portal.

24.8 Equipment Availability

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

24.9 Broadband Service Availability

The Contractor shall provide AT&T mobile broadband 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 15.4, Examination and Audit for this specific section.

24.10 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 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 15.4, Examination and Audit for this specific section.

24.11 CJIS Certification

The Contractor will continue to work with all parties to assess an appropriate path forward, including possibly California Law Enforcement Telecommunications (CLETS) and Criminal Justice Information Services (CJIS) certification. The Contractor shall provide secured access to CLETS and CJIS systems for law enforcement agencies.

24.12 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.

24.13 Network Throughput

The AT&T FirstNet Network will support minimum downlink speed of 6Mbps and uplink speed of 2Mbps within AT&T's FirstNet LTE/5G (or successor cellular network technologies) Network at an unobstructed street level (excluding environmental factors such as terrain/concrete structures, etc.), for any Service that is utilizing AT&T's FirstNet service to support data needs, even if the data is voice, video, text, or other forms of media.

24.14 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.

24.15 Network Performance

AT&T will support LTE/5G (or successor cellular network technologies) coverage with a minimum of 95% confidence at -119 dBm within AT&T's LTE/5G (or successor cellular network technologies) Network at an unobstructed street level (excluding environmental factors such as terrain/concrete structures/etc.).

24.16 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).

24.17 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.

24.18 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.

24.19 Access To Facilities/Facilities Access

The State acknowledges that the Contractor or its personnel and/or Subcontractors may work closely with PSE Customers to implement and perform the Services by working on the premises of participating Customers.

The Contractor shall coordinate with PSE Customers as necessary to obtain access to PSE Customer locations to perform the Services, or to perform other obligations as contained herein.

As part of a PSE Customer's standard policies and procedures regarding Contractors working onsite, the Contractor may be required to execute documents prior to gaining access to PSE Customer locations, such as standard access agreements and confidentiality agreements.

25. EXHIBIT C, GENERATIVE ARTIFICIAL INTELLIGENCE DISCLOSURE

Government Code 11549.64 defines “Generative Artificial Intelligence (GenAI)” as an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data.

The State of California seeks to realize the potential benefits of GenAI, through the development and deployment of GenAI, while balancing the risks of these technologies.

Contractor must notify the CDT in writing using Attachment 3, GenAI Notification Form if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any Deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) contract performance. For avoidance of doubt, the term "materially impacts" shall have the meaning set forth in State Administrative Manual (SAM) 4986.2.

Contractor must sign and submit Attachment 3, GenAI Notification Form with their Final Bid. Failure to submit Attachment 3, GenAI Notification Form may be considered non-responsive and may be the basis for rejecting the Contractor's proposal. Additionally, the State reserves the right to reject any bids where the use of GenAI presents an unacceptable level of risk to the State.

Upon notification by the Contractor of GenAI as required hereunder, the State will conduct its own risk assessment related to use of such GenAI. If the State, in its sole discretion, concludes that such GenAI use has moderate or high risk, the GenAI Special Provisions attached to the Contract shall apply to such GenAI.

The State reserves its right to seek any and all remedies available to it under the law as a result of such non-disclosure.

26. EXHIBIT D, DEFINITIONS

FirstNet – California Broadband Services for Public Safety

The following terms used in this Contract 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, employee, director, partner, joint venture participant, parent corporation, subsidiary, or any 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 of the voting securities, by contract, managing authority or otherwise.
4. “**BAN**” shall mean as defined in Table 3, Data Record Definition.
5. “**BTN**” shall mean as defined in Table 3, Data Record Definition.
6. “**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.
7. “**CALNET**” or “**CALNET Program**” shall mean as defined in General Provisions – Telecommunications, Section 1, Definitions.
8. “**CALNET 3**” shall mean the FirstNet Contract C3A2FN9-18.
9. “**CALNET 5**” shall mean the Contract as a result of C5-500-FN-25.
10. “**CATALOG**” shall mean the FirstNet Services Catalog which will be incorporated into the FirstNet Contract via amendment and referenced on TECH 213A.
11. “**CMO**” shall mean CALNET Management and Oversight.

12. "**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 Ordering Documents, and all regulatory filings made pursuant thereto for the applicable Services.
13. "**CONTRACT TERM**" shall mean the time span beginning with the Effective Date of this Contract and ending with the termination of the Contract, including Contract extensions when executed by the State.
14. "**CONTRACTOR**" shall have the meaning given in General Provisions – Telecommunications, Section 1, Definitions.
15. "**CONTRACTOR PERSONNEL**" shall mean, at a given time during the Contract 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 Deliverables under the Contract.
16. "**CONVERSION**" shall mean as defined in Section 20. Conversion.
17. "**CUSTOMER**" shall mean a PSE user, or any authorized PSE Customer that is purchasing and utilizing Services and/or Features from the Contract.
18. "**CUSTOMER ACCEPTANCE**" shall mean written acknowledgement by the authorized PSE Customer that the Service is 100% operational for use as documented by the PSE Customer or the Contractor.
19. "**CUSTOMER CODE**" shall mean as defined in Table 3, Data Record Definition.
20. "**DELIVERABLES**" shall have the meaning given it in General Provisions – Telecommunications, Section 1, Definitions.
21. "**DUE DATE**" shall mean the actual date the Contractor and the PSE Customer mutually agree Service order will be completed in accordance with SLA Provisioning Sections.
22. "**EFFECTIVE DATE**" shall mean the date the Contract becomes effective following signature by the California Department of Technology, Office of Statewide Technology Procurement.
23. "**EXTENDED PRIMARY USERS**" shall mean PSEs (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.

24. "**FEATURE**" shall mean an enhancement or add-on component to a CALNET Service which cannot be ordered as a standalone Service.
25. "**FORM 20**" shall mean the State's Telecommunications Service Request form.
26. "**GENERAL PROVISIONS**" shall mean General Provisions – Telecommunications.
27. "**INCLUDE**" or "**INCLUDING**", shall mean as defined in General Provisions – Telecommunications, Section 1, Definitions.
28. "**INITIAL NOTIFICATION**" shall mean the Contractor's notification to Cal OES via email with concurring alerting phone call.
29. "**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, which include activation, delivery, installation of Services or Goods and/or Feature ready (certified) for use by the State or Customer.
30. "**INVOICE DATE**" shall mean as defined in Table 3, Data Record Definition.
31. "**INVOICE NUMBER**" shall mean as defined in Table 3, Data Record Definition.
32. "**KEY STAKEHOLDERS**" shall mean Cal OES, OSTP, CALNET, and PSE.
33. "**METRO COUNTY CELL SITE**" shall mean any cell site that is not defined as a Rural Cell Site.
34. "**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, faxes and other forms of digital communications.

35. “**PRIMARY USERS**” shall mean PSEs 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.
36. “**PRODUCT IDENTIFIER**” or “**PRODUCT ID**” shall mean as defined in Table 3, Data Record Definition.
37. “**PROVISIONING**” shall mean new Service or Service moves, adds, changes, disconnects and deletes.
38. “**PSE**” shall mean Public Safety Entity and are the Primary Users and/or Extended Primary Users.
39. “**QUALITY OF SERVICE, PRIORITY, AND PREEMPTION (QPP)**” shall mean the three characteristics that describe a PSE’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.
40. “**QUANTITY**” shall mean as defined in Table 3, Data Record Definition.
41. “**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 and as defined in General Provisions – Telecommunications, Section 1, Definitions.
42. “**SERVICE**” or “**SERVICES**” shall mean as defined in General Provisions – Telecommunications, Section 1, Definitions.
43. “**SERVICE MONTH**” shall mean the calendar month the Service, Equipment, and/or Feature is provided or moved, added, changed, disconnected or deleted.
44. “**SERVICE REQUEST**” or “**ORDERING DOCUMENT**” shall mean as defined in General Provisions – Telecommunications, Section 1, Definitions.
45. “**SPOC**” – State Point of Contact assigned by Cal OES with responsibility for the oversight of the deployment of FirstNet in California.

46. "**STATE**" shall mean as defined in General Provisions – Telecommunications, Section 1, Definitions.
47. "**STATEMENT OF WORK**" shall mean the Requirements contained in this Contract and the Contractor's commitment response to meet the Requirements.
48. "**SUBCONTRACTOR**" shall mean any party that is contracting with the Contractor to perform/provide Services and/or Features on behalf of the Contractor.
49. "**USAGE CHARGES**" shall mean charges for Services that are billed on a per-use basis linked to a Contract Product Identifier.
50. "**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 PSE Customer acquisition.
51. "**WTN**" shall mean the Working Telephone Number or End-User telephone number.

27. ATTACHMENTS

FirstNet – California Broadband Services for Public Safety

The following attachments are incorporated in this Contract:

Attachment 1: General Provision – Telecommunications

Attachment 2: CALNET Individual Price Reduction Agreement Form (IPRA). This form shall be used in accordance with SOW Section 16.9, Individual Pricing Reductions (IPR).

Attachment 3: GenAI Notification Form. This form shall be used in accordance with Exhibit C, Generative Artificial Intelligence Disclosure.

Attachment 4: AT&T FirstNet Coverage Map. Map of current FirstNet coverage in the State of California as dated 08/18/2025.