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

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
51B0001	

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
California Department of Transportation

CONTRACTOR NAME
Accenture LLP

2. The term of this Agreement is:

START DATE
April 4, 2024, or approval by the State, whichever is later.

THROUGH END DATE
January 4, 2025

3. The maximum amount of this Agreement is:
$1.00 (One dollar and no cents)

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

Exhibits	Title	Pages
Exhibit A	Statement of Work	21
Exhibit B	Contractor's Innovation Concept Paper	10
	*Information Technology General Provisions effective 06/21/2022	
	*General Provisions – Cloud Computing-Software as a Service (SaaS) effective 06/21/2022	
	*Cloud Computing Special Provisions for Software as a Service (SaaS) effective 03/15/2018	
	*Cloud Computing Special Provisions for Infrastructure as a Service (IaaS) & Plantform as a Service (PaaS) effective 05/11/2016	
	Request for Innovative Ideas (RFI2) # 29442 in its entirety, which can be viewed at https://caleprocure.ca.gov/event/77601/0000029442.	

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources
IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

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

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
1610 R Street #240	Sacramento	CA	95811

PRINTED NAME OF PERSON SIGNING	TITLE
Nevil Pesika	Managing Director

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
Nevil Pesika — Digitally signed by Nevil Pesika Date: 2024.04.04 10:17:38 -07'00'	04/04/2024

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES **STANDARD AGREEMENT** STD 213 (Rev. 04/2020)	AGREEMENT NUMBER 51B0001	PURCHASING AUTHORITY NUMBER (If Applicable)

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME California Department of Transportation			

CONTRACTING AGENCY ADDRESS 1727 30th Street	CITY Sacramento	STATE CA	ZIP 95816

PRINTED NAME OF PERSON SIGNING Rajit Sharma	TITLE Contract Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE **Rajit Sharma** Digitally signed by Rajit Sharma Date: 2024.04.04 12:35:07 -07'00'	DATE SIGNED 04/04/2024

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL **Carol Bangs** Digitally signed by Carol Bangs Date: 2024.04.04 13:23:31 -07'00'	EXEMPTION (If Applicable)

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EXHIBIT A
STATEMENT OF WORK

1. INTRODUCTION

This Statement of Work (SOW) reflects the Proof of Concept (POC) solution to be developed by Accenture LLP (hereinafter referred to as the "Contractor") for the California Department of Transportation (hereinafter referred to as "CALTRANS" or the "State").

A. Background

In furtherance of Executive Order N-12-23, the State is considering procurement and enterprise use opportunities where Generative Artificial Intelligence ("GenAI") can improve the efficiency, effectiveness, accessibility, and equity of government operations.

The Department of General Services (DGS), on behalf of the CALTRANS issued Request for Innovative Ideas # 29442 (hereinafter referred to as "RFI²") to solicit innovative GenAI Solutions to address Traffic Mobility Insights. The RFI² is incorporated herein by this reference.

The RFI2 solicited Innovation Concept Papers (ICPs) to address the CALTRANS' problem as defined in the RFI² Attachment 1 – Problem Statement.

ICPs were submitted on February 2, 2024, and the Contractor was selected to advance to the POC phase to demonstrate their solution to the State. The Contractor's ICP is incorporated herein by this reference.

B. Objectives

Provide a Statewide GenAI tool designed to effectively interface with traffic operations datasets and facilitate auditing by Subject Matter Experts (SMEs), ensuring the accuracy and reliability of the system. The tool must meet the following objectives:
1. Enhanced Data Processing and Integration: Develop traffic insight models for efficient processing and integration of varied traffic data formats.
2. Real-time Traffic Pattern Recognition: Implement a dynamic recognition and adaptation to real-time traffic patterns.
3. Safety Improvement through Hazard Identification: Proactively identify, prioritize, and provide recommendations to mitigate safety issues through the SHS.

4. Predictive Analytics for Incident Management: Employ GenAI in predictive analytics for foresight in traffic incident management and bottleneck areas.
5. Greenhouse Gas Emission Reduction Strategies: Identify and implement strategies for reducing transportation sector emissions.
6. Enhance efficiency and safety in freight transportation.
7. Targeted Investment in Active Transportation Infrastructure: Pinpoint critical areas for Active Transportation (defined as human-powered mobility, such as biking, walking, or rolling,) infrastructure investment.
8. User-Friendly GenAI Tools for Operator Support: Design intuitive GenAI interfaces for enhanced operator decision-making support and allow for a feedback loop by end user.
9. Multimodal Transportation Insights for Equity: Analyze and integrate multimodal data to support an inclusive and equitable transportation approach.
10. Transit and Ride-Sharing Data Integration: Integrate and analyze transit data for a unified view of the State transportation network, facilitating more cohesive and efficient system management.

2. SCOPE OF THE PROOF OF CONCEPT

The POC will serve to demonstrate to CALTRANS the Contractor's ability to present their innovative ideas, as described in the ICP, and prove the achievability of the outcomes stated within. During this time, the Contractor must successfully complete and deliver the Deliverables and Milestones outlined in Section 11 – Contractor Deliverables and Milestones.

Furthermore, the POC will allow CALTRANS to validate that the Contractor's ideas, solutions, and approaches (collectively the Contractor's solution) described in the ICPs can:

- Address the Problem Statement, in whole or in part;
- Encompass and serve the entirety of California;
- Effectively cover all regions, municipalities, and jurisdictions within the state boundaries, ensuring comprehensive coverage and functionality throughout;
- Be scalable and adaptable to meet the unique requirements and challenges presented by different areas within the state;
- Produce the dataset for future traffic modeling and simulation;
- Identify segments prone to traffic disruptions within a corridor;
- Assess the before and after impact of an Infrastructure project on traffic patterns;
- Recommend improvements to ramp meter operations;

- Recommend safety improvements for the work zone based on data from a given location;
- Recommend routes for evacuation and emergency traffic management based on a given scenario;
- Detect traffic incidents or abnormal patterns at a given location;
- Recommend improvements to ensure HOV lane speeds exceed 45 mph 90% of the time on a given corridor;
- Estimate CO_2 emissions due to traffic for a given location;
- Recommend improvements to enhance transit reliability;
- Identify locations for converting existing park & ride lots to mobility hubs and identify locations of new mobility hubs and transit stations;
- Recommend advisories/restrictions for freight and transportation permit holders;
- Assess the impact of an infrastructure project on traffic congestion queue lengths; and
- Generate draft incident reports automatically and connect GenAI with emergency responses.

Completion of the POC Deliverables and Milestones by the Contractor and achievement of the Acceptance Criteria identified in Section 12 – Acceptance Criteria will be a factor for determining whether the Contractor will be selected to advance to "Phase 2 Part B – Proposals" of RFI² 29442 for statewide implementation.

3.   TERM/PERIOD OF PERFORMANCE

The term of this Agreement is April 4, 2024, or upon approval by the State, whichever is later, to January 4, 2025. The State, at its sole discretion, may exercise its option to execute an Agreement extension for up to three (3) months to perform POC activities for a maximum Agreement term of nine (9) months. POC solution testing within the California Department of Technology (CDT) managed cloud environment will not exceed six (6) months.

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

The State may terminate this Agreement at any time with written notice to the Contractor. This provision shall not relieve the Contractor of the obligation to provide a Final Report as outlined in Section 11 – Contractor Deliverables and Milestones, within thirty (30) days of notice of termination for all POC activities completed up through termination.

Upon termination or other expiration of this Agreement, each party will assist the other party in orderly termination of the Agreement and the transfer of all assets, tangible, and intangible, as may facilitate the orderly, non-disrupted business continuation of each party.

4.   AGREEMENT TERMS AND CONDITIONS

The Agreement incorporates the RFI², the Contractor's ICP, and the following state terms:
   A. General Provisions – Information Technology (GSPD-401IT) effective 6/21/22
   B. Cloud Computing Services Special Provisions (Software as a Service) effective 3/15/2018
   C. General Provisions – Information Technology Cloud Computing Software as a Service (SaaS) effective 6/21/22
   D. Cloud Computing Special Provisions for Infrastructure as a Service (IaaS) & Platform as a Service (PaaS) effective 05/11/16

The General Provisions – Information Technology, Section 11 – Order of Precedence and the terms of this Statement of Work (SOW) shall take precedence over the ICP and Deliverable documents.

5.   REPRESENTATIVES

All notices required by or relating to this Agreement shall be in writing and shall be sent to the representatives of the Agreement at the address set below. Changes to representatives can be made by written notice without amending this contract.

The representatives during the term of this Agreement will be:

State:	California Department of Transportation
Name:	Said Ismail Division of Traffic Operations Deputy Division Chief, System Management
Phone:	(916) 708-5214
Email:	said.ismail@dot.ca.gov

Contractor:	Accenture LLP
Name:	Graeme Finley
Phone:	571 242 0478
Email:	Graeme.finley@accenture.com

6.   STATE'S ROLES AND RESPONSIBILITIES

CALTRANS shall:

A. Designate a person to whom all communication may be addressed.
B. Facilitate access to CDT managed cloud environment.
C. Provide access to department staff and information, as determined by CALTRANS, to support the Contractor's completion of the Deliverables defined in this Agreement, including the identification of system specifications, configurations, and calibrations.
D. Review Contractor Deliverables and provide timely feedback or approval in order for the Contractor to perform its obligations under the Agreement. It shall be CALTRANS' sole determination as to whether a Deliverable has been successfully completed and is acceptable to the State.
E. Provide support to the Contractor, as deemed appropriate by CALTRANS, to obtain authorization for Input Data to support the performance of the POC.
F. Provide technical reference documents, as deemed appropriate by CALTRANS, to support the Contractor's deliverables.
G. Provide problem statement data to be used during the POC and a catalog of recommended data sources.
H. Provide CDT's onboarding documentation process and forms.

7.   CONTRACTOR'S ROLES AND RESPONSIBILITIES

The Contractor shall:

A. Provide a solution that will support a parent/child administrative relationship that enables the CDT (parent) to programmatically apply compliance and regulatory requirements and standards.
B. Monitor, report, and as necessary, block GenAI solution prompt inputs for sensitive/classified data and any other potentially harmful prompt methods.
C. Monitor and report on GenAI solution responses for factual accuracy, coherence, and appropriateness and allow for periodic manual reviews.
D. Complete CDT's onboarding documentation process, which includes an initial list of cloud services and role-based access controls (RBAC) required for the services within their solution (within 5 business days of the State's written request).
E. Provide their own equipment, operating system, software, and other tools necessary to perform the required tasks.

F. Acquire and utilize any additional data deemed necessary to complete the POC, with authorization by the State.

G. Provide a pre-trained GenAI solution.

H. Ensure the GenAI solution operates within CDT's managed cloud environment.

I. Host all other non-GenAI solution systems within CDT's managed cloud environments.

J. Adhere to CDT's Statewide Information Management Manual (SIMM) 140 Cloud Security Guide - https://cdt.ca.gov/policy/simm/.

K. Conduct any required data pre-processing on State provided data for the purpose of tuning the GenAI solution including scanning the data for and, as appropriate, blocking sensitive/classified data, e.g., PII, PHI, FTI, etc.

L. Store all input/output data within CDT's managed cloud environments.

M. Designate a person to whom all communication may be addressed, and who has the authority to act on all aspects of the services.

N. Provide all necessary staffing resources to successfully complete the POC Deliverables and Milestones within the agreed-upon schedule.

O. Ensure that individuals assigned to this Agreement (employees and/or subcontractors) will exercise all necessary caution to avoid any injury to persons or any property damage.

P. Be responsible for the health and safety protection of its employees and/or subcontractors in the performance of this Agreement.

Q. Adhere to all CALTRANS and CDT policies, procedures, and guidelines, including access and security requirements prior to commencing, and during performance under this Agreement.

R. Perform services in a manner that will not disrupt the operational needs of the State and its partners.

S. Provide training and user guides for all identified users of the solution in a manner that minimally disrupts staff duties and operations.

T. Obtain proper authorization and/or collaboration from CALTRANS and/or other organizations providing supporting data for the solution. All data to be used under this Agreement must be reviewed and approved by CALTRANS.

U. Host the solution in an environment that meets all State requirements.

V. Provide to the State all software and applications necessary to operate and utilize the solution during the POC.

W. All software provided by the Contractor is only for use during the POC and a perpetual license is not being granted to the State.

X. Support the installation of any necessary software on CALTRANS and CDT assets to support use of the prototype during the POC, and uninstallation at the conclusion if determined that the solution will not be retained.

Y. Address and incorporate all feedback received from the State during the POC phase, in the time allotted, or provide a justification for why specific feedback cannot be implemented.

Z. Contractor must log-in to the CDT cloud environment within 24 hours of the granted access.

AA. Provide support services Monday through Friday, from 8:00 AM to 5:00 PM Pacific Time. During these hours, the Contractor shall be available to address any inquiries, issues, or requests for assistance related to the delivered solution.

8.   SOLUTION REQUIREMENTS

The Contractor's solution must:

A. Adhere to CDT's SIMM 140 Cloud Security Guide (https://cdt.ca.gov/policy/simm/), State Administrative Manual (SAM) and SIMM requirements for the State of California.

B. Strive to align with SIMM 25 A for accessibility of user interfaces and solution output as applicable.

C. Ensure the GenAI solution integrates within CDT's managed cloud environments.

D. Utilize a pre-trained, fully functional GenAI solution.

E. Retrieve, store, and analyze log data from all workloads.

F. Provide performance analysis information of all potential workloads to determine resources and cost consumption.

G. Demonstrate that the solution has implemented network access controls to restrict unnecessary network traffic.

H. Demonstrate the solutions ability to encrypt data at rest and in transit.

I. Integrate with CDT's enterprise Security Information and Event Management (SIEM) solution and has the ability to monitor logs (per SIMM 140).

J. Demonstrate the methodology to detect and report security vulnerabilities.

K. Be scalable to accommodate additional data sets as they become available.

L. Be user-friendly, intuitive, and accessible to an unlimited number of CALTRANS users from a browser-based network connection to the hosted POC environment.

M. Implement User-Friendly GenAI Tools for Operator Support: Design intuitive GenAI interfaces for enhanced operator decision-making support and allow for a feedback loop by the end user.

N. Store all State Data, as defined in Section 14 - Data Handling and Ownership, in the CDT managed cloud environment.

9. SITE LOCATION(S)

All work and activities for this POC will be conducted through remote virtual meetings and working sessions.

10. IMPLEMENTATION APPROACH

The Contractor will complete the following activities and tasks:

Project Management

- o Project schedule development and on-going tracking
- o On-going status meetings as requested by the State
- o Deliverable review, revision, and acceptance
- o Provide Weekly POC Status Reports containing the following:

    a. Executive summary that contains a brief overview of the project status, highlighting key achievements, challenges, and the overall health of the project.

    a. Project objectives to show a reiteration of the project's ten main objectives and how they align with the status

    b. POC Current's status with an update on the POC's progress, including completed milestones and phases, compared to the project plan, and any shifts in the schedule

    c. Overview of team allocation, including any changes in team composition.

    d. Risks and Issues section that identifies new risks and issues that have emerged since the last report; updates on the status of existing risks and issues, including any mitigation actions taken.

    e. Quality Management section that provides updates on quality metrics, including model performance (accuracy, reliability, etc.), any quality assurance activities conducted and their outcomes.

    f. Any decisions or actions required from stakeholders.

    g. Appendices: detailed data, charts, and graphs supporting the information provided.

Task 0.100: Kick-off Meeting [M 0.100]

o Attend an initial meeting to review the SOW, Milestones, and Deliverables with key personnel from Contractor, CALTRANS and CDT.
o Review objectives, expectations, availability of data, project plan and status reporting requirements.
o CALTRANS and CDT will review/provide instructions for Contractor to access the CDT Managed Cloud Environment.

Task 1.100 POC Approach Document and Presentation

o Develop a Proof of Concept Approach Document **[D 1.100]**
o Provide Initial Technical Architecture Diagram **[D 1.110]**
o Present to the State the Approach Overview and a demonstration of the prototype **[M 1.110]**

Task 1.200 Quality Management Plan

o Provide a POC Quality Management Plan to the State **[D 1.200]**

Task 1-300: Vendor Sandbox Onboarding:

o Complete CDT onboarding document **[D 1.310**]
o Within 24 hours' notice from state delivering the sandbox access information contractor will need to validate access to the sandbox and notify state of success or fail via email **[D 1.320]**
o POC six-month engagement begins after **[D 1.320]** is received

Task 1-400: Systems Configuration and Implementation

o Provide a report that outlines SIMM 140 compliance requirements **[D 1.410]**
o Prepare sample log data for ingestion into CDT SEIM **[D 1.420]**
o Initial model tuning
o Setup, configure and activate the POC in the CDT managed cloud environment **[D 1.430]**

Task 1-500: Prototype Testing and Operations

o Provide training, access support and user guides for all identified users of the solution.
o On-going testing, evaluation, and feedback by CALTRANS users **[D 1.500, D 1.510, D 1.520, D 1.530]**
o On-going model tuning, as required
o On-going support including issue resolution, defect correction using a formal issue reporting system, including post POC data transfer support

Task 2.100: Final Report and Presentation of Findings

- o Develop final report documenting POC results and findings **[D 2.100]/ [M 2.100]**
- o Prepare final POC architecture diagram
- o Presentation to the state team **[D 2.110]**

11. CONTRACTOR DELIVERABLES AND MILESTONES

ID	Milestone/ Deliverable Name	Description	Due Date
M 0.100	Kick-off Meeting	Attend Kick-off meeting and participate in PoC high-level planning with CALTRANS and CDT.	Within Ten (10) business days after Agreement execution
D 1.310	CDT's onboarding documentation	Complete form that details vendor's requirements to operate in the CDT GenAI Sandbox	Five (5) business days after Kick-off Meeting
D 1.110	Initial Technical Architecture Diagram	Provide a detailed diagram that outlines the services and data flow.	Five (5) business days after Kick-off Meeting
D 1.410	SIMM 140 Compliance	Provide a summarized report that outlines the specific SIMM 140 security compliance components of the solution.	Ten (10) business days after Kick-off Meeting
D 1.420	Log ingestion	Provide logs or log samples to be ingested into the CDT SEIM solution.	Ten (10) business days after Kick-off Meeting
D 1.320	Confirmation of access	Provide a written confirmation access to sandbox has been validated.	24 hours from notice of access

ID	Milestone/ Deliverable Name	Description	Due Date
D 1.100	Proof of Concept Approach Document	The Contractor must develop a Proof of Concept Approach Document that: 1. specifically identifies all hardware, software, and information technology (IT) services that will be utilized for the POC; 2. identifies the activities necessary for developing the prototype and how the State should expect to participate; 3. details the expected outcomes that will be achieved after deployment of the prototype; 4. describes the approach to deploying the prototype, including specific activities (e.g., user training), support/resource requirements, schedule, and change control processes; and 5. describes the output and source data that would demonstrate achievement of the outcomes described so that the State may be able to validate. The Proof of Concept Approach Document must align to the Contractor's proposed idea in its ICPs, unless mutually agreed by the Contractor and the State in writing. Acceptance of Deliverable **[D 1.100]** will also be contingent upon the successful completion of Milestone **[M 1.110].**	Ten (10) business days after Kick-off Meeting

ID	Milestone/ Deliverable Name	Description	Due Date
M 1.110	Approach Overview and Prototype Demonstration	The Contractor must present to the State: 1. an overview of the Proof of Concept Approach Document and 2. a demonstration of the initial prototype, including how it functions and interacts with the end user. 3. The State may provide feedback and the Contractor must attempt to implement the feedback within the duration of the POC Acceptance of Milestone **[M 1.110]** will be provided with the acceptance of Deliverable **[D 1.100]**	Five (5) business days after **[D 1.100]**
D 1.430	Prototype Deployment	The Contractor must setup, configure and activate the POC in the CDT managed cloud environment. 1. The State will provide written notice to the Contractor and indicate the specific time and duration for the prototype deployment. 2. The Contractor must provide written notice to the State once the prototype is operational and enhancement and testing plan. 3. The State may provide feedback and the Contractor must attempt to implement the feedback within the duration for prototype deployment.	Thirty (30) business days after **[D1.320]** unless otherwise agreed to by the State

D 1.200	Quality Management Plan	The Contractor will provide a Quality Management Plan to the State that contains the following sections:	Ten (10) business days after Kick-off Meeting
		1. POC quality planning section that contains a of applicable quality objectives, standards, and metrics, developed by the contractor for approval by the state.	
		2. Data quality management section what contains a plan for managing data quality, including sourcing, cleaning, and validation, designed by the contractor.	
		3. Model development and validation procedures section to show methodology for model tuning with CALTRANS data, validation, and testing, created by the contractor.	
		4. Risk management plan section that documents potential risks such as bias, context drift, lack of understanding, repetitiveness, sensitivity to input phrasing, or ambiguity and mitigation strategies related to its solution, developed by the contractor.	
		5. Quality control activities section that shows procedures and checklists for quality control, implemented by the contractor.	
		6. Quality assurance processes section that explains quality assurance plan, outlining overarching strategies, prepared by the contractor.	
		7. Performance monitoring and reporting sections that shows a framework for monitoring performance against the KPIs, established by the contractor.	
		8. Continuous improvement process section that explains the strategy for ongoing project improvement, designed by the contractor.	
		9. Ethical considerations and compliance: section documentation on ethical	

ID	Milestone/ Deliverable Name	Description	Due Date
		practices and compliance, prepared by the contractor.	
D 1.500	25% Testing Start	The Contractor must provide written notice and access to the State to start testing <u>25%</u> of use cases identified in Section 2 – Scope of the Proof of Concept. The State may provide feedback and the Contractor must attempt to implement the feedback within the duration for prototype deployment.	No later than Thirty (30) business days after **[D1.320]**
D 1.510	50% Testing Start	The Contractor must provide written notice and access to the State to start testing <u>50%</u> of use cases identified in Section 2 – Scope of the Proof of Concept. The State may provide feedback and the Contractor must attempt to implement the feedback within the duration for prototype deployment.	No later than Fifty (50) business days after **[D1.320]**
D 1.520	75% Testing Start	The Contractor must provide written notice and access to the State to start testing <u>75%</u> of use cases identified in Section 2 – Scope of the Proof of Concept. The State may provide feedback and the Contractor must attempt to implement the feedback within the duration for prototype deployment.	No later than Seventy (70) business days after **[D1.320]**
D 1.530	100% Testing Start	The Contractor must provide written notice and access to the State to start testing <u>100%</u> of use cases identified in Section 2 – Scope of the Proof of Concept. The State may provide feedback and the Contractor must attempt to implement the feedback within the duration for prototype deployment.	No later than Ninety (90) business days after **[D1.320]**

ID	Milestone/ Deliverable Name	Description	Due Date
D 2.100	Final Report	The Contractor must submit a Final Report that: 1. details the activities completed during the Proof of Concept; 2. details performance metrics, test case metrics, and defects found/resolved; 3. details the actual outcomes achieved by the deployment of the prototype in the field, including the identification and discussion of any variances from the expected outcomes described in the Proof of Concept Approach Document; 4. provides the output described in the Proof of Concept Approach Document; 5. includes a Final Technical Architecture Diagram that outlines the services and data flow of the entire implemented solution. 6. details lessons learned from the Proof of Concept that would be implemented by the Contractor if selected to advance to the next phase of RFI2 #29442; and 7. delivers a copy of all data accumulated, collected, developed, and/or generated throughout the POC in a format determined by the State. Acceptance of Deliverable **[D 2.110]** will also be contingent upon the successful completion of Milestone **[M 2.100]**.	Within Fifteen (15) business days of the State's written notice
D 2.110	Final Report Presentation	Final Presentation to State team **[D 2.210]**	Within Five (5) business days after **[D2.100]** to accommodate feedback

12. ACCEPTANCE CRITERIA

The Contractor must meet the following Acceptance Criteria to satisfactorily meet the obligations of this Agreement.

A. All Deliverables and Milestones identified in this Agreement have been delivered by the Contractor and accepted by the State.
B. Contractor will demonstrate the solutions ability to encrypt data at rest and in transit.
C. Deployment of functional pre-trained GenAI model.
D. Solution will integrate with CDT's enterprise Security Information and Event Management (SIEM) solution and has the ability to monitor logs (per SIMM 140).
E. Contractor must demonstrate the methodology to detect and report security vulnerabilities.
F. The prototype must meet the objectives of the POC stated in Section 2 – Scope of the Proof of Concept and Section 8 – Solution Requirements, Section 11 – Implementation Approach, and Section 13 – Deliverable Acceptance/Rejection Process.

13. DELIVERABLE ACCEPTANCE/REJECTION PROCESS

A. The Contractor will produce and provide to the State all Deliverables identified in Section 11 – Contractor Deliverables and Milestones in accordance with the specified requirements and due dates.
B. It will be the State's sole determination as to whether a Deliverable has been successfully completed and is acceptable by the State. All Deliverables will be subject to the following review process:

1) The State will aim to complete its review of a Deliverable within five (5) business days following submission by the Contractor. The State will notify the Contractor if additional time is needed for State review.
2) If the State requires revisions to a Deliverable, the Contractor will receive written notice from the State.
3) The Contractor will make all appropriate revisions to a Deliverable and resubmit to the State for review within five (5) business days of receiving notification from the State, unless additional time is approved by the State in writing.
4) The State will review the Contractor's revised Deliverable within five (5) business days of its submission.

5) If a revised Deliverable does not obtain Acceptance by the State, the State may exercise its rights to terminate the Agreement as specified in the Section 3 - Term/Period of Performance.

6) The State will provide Acceptance of a Deliverable by issuing a Deliverable Acceptance Document once the State has determined that all requirements have been met.

14. DATA HANDLING AND OWNERSHIP

The Contractor is obligated to ensure compliance with the following data requirements:

A. <u>Definitions of Data</u>

1) Input Data – means all data that is not publicly available that is obtained or provided by the Contractor to generate the proposed solution.

2) State Data – means all data developed pursuant to this Agreement, for the purpose of the POC, including but not limited to any publicly available information and data processed as a result of this POC. Processing may include and not limited to addition of metadata, referential data, or computer processing efforts.

Output Data – means all data generated by the State, the Contractor and the solution under this Agreement.

Solution Input Data – specifically means any data input to the solution, e.g. prompts.

Solution Output Data – specifically means any data output from the solution, e.g. responses.

B. <u>Data Collection and Storage</u>

State Data and Output Data may be collected by the Contractor for the purpose of performance under this Agreement.

Output Data, including but not limited to Solution Input Data, Solution Output Data, log data, etc., shall be stored exclusively within CDT's managed cloud environments.

C. <u>Data Handling</u>

The Contractor shall encrypt Non-Public Data at rest, in use, and in transit with controlled access.

D. <u>Data Ownership and Usage</u>

1) The State shall have exclusive ownership of State Data and Output Data.
2) All State Data and Output Data shall remain separated from external data sources and shall not be used outside of the POC.
3) State Data and Output Data may not be disclosed by the Contractor or used by any parties outside of this agreement except as expressly permitted by the State in writing.

E. <u>Data Transfer, Transition Period and Destruction</u>

1) Unless otherwise stated in the SOW, for thirty (30) days prior to the expiration date of this Agreement, or upon notice of termination of this Agreement, Contractor shall assist the State in extracting and/or transitioning all State Data and Output Data in the format determined by the State ("Transition Period").
2) The Transition Period may be modified in the SOW or as mutually agreed upon in writing by the parties.
3) During the Transition Period, data access shall continue to be made available to the State without alteration.
4) Contractor agrees to compensate the State for damages or losses the State incurs as a result of Contractor's failure to comply with this section in accordance with the GSPD-401IT Section 26 – Limitation of Liability.
5) Unless otherwise agreed to in writing by both parties, within thirty (30) days after data transfer referred to in subsection E(1) above, the Contractor shall permanently destroy or render inaccessible any portion of the State Data and Output Data in Contractor's and/or subcontractor's possession or control. Within thirty (30) days, Contractor shall issue a written statement to the State confirming the destruction or inaccessibility of the State Data and Output Data.

15. PROBLEM ESCALATION

The parties acknowledge and agree that certain problems or issues may arise, and that such matters shall be brought to the State's attention. Problems or issues shall be reported immediately and escalated as necessary through each level, beginning with the First Level. The State personnel include, but are not limited to, the following:

First level: Said Ismail
                 Division of Traffic Operations Division
                 Deputy Division Chief, System Management
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                 Deputy Director (Acting)
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16. PAYMENT PROVISIONS AND BUDGET DETAIL

The following payment provisions and budget detail apply to this Agreement:

A. Payment for services performed under this Agreement shall not exceed $1.00. It shall be the State's sole determination as to whether a service has been successfully completed and is acceptable.
B. All payments will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.
C. The invoice shall contain the Agreement number; description of the Deliverables and Milestones contained in the invoice; and the date the Deliverables and Milestones were accepted by the State.
D. For services satisfactorily completed in accordance with the terms and conditions stated herein, the Contractor may invoice the State for the appropriate amount in accordance with the Agreement.

E. Invoices shall be submitted in arrears, not more frequently than once a month, to the state representative identified in Section 5.

17. AMENDMENT

This Agreement may be amended, consistent with the terms and conditions of the Agreement and by mutual consent of both parties, subject to approval by DGS. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding not incorporated in the Agreement is binding on any of the parties.