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

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
51B0002	DOT-2660

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

CONTRACTING AGENCY NAME
California Department of Transportation

CONTRACTOR NAME
INRIX, Inc.

2. The term of this Agreement is:

START DATE
April 19, 2024, or approval by the State, whichever is later.

THROUGH END DATE
January 18, 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	20
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) # 29441 in its entirety, which can be viewed at https://caleprocure.ca.gov/event/77601/0000029441.	

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.)
INRIX, Inc.

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
10210 Points Dr NE, Suite 400	Kirkland	WA	98033

PRINTED NAME OF PERSON SIGNING	TITLE
Bryan Mistele	President and CEO

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
Bryan P. Mistele — Digitally signed by Bryan P. Mistele Date: 2024.04.15 15:35:56 -07'00'	4/15/2024

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

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51B0002	DOT-2660

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Transportation

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
1120 N Street	Sacramento	CA	95814

PRINTED NAME OF PERSON SIGNING	TITLE
Rajit Sharma	Contract Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED
Rajit Sharma Digitally signed by Rajit Sharma Date: 2024.04.15 16:58:02 -07'00'	04/15/2024

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)
Carol Bangs Digitally signed by Carol Bangs Date: 2024.04.16 12:12:17 -07'00'	

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EXHIBIT A
STATEMENT OF WORK

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1.   INTRODUCTION

This Statement of Work (SOW) reflects the Proof of Concept (POC) solution to be provided by INRIX, Inc. (hereinafter referred to as the "Contractor") for the State of 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 CALTRANS issued Request for Innovative Ideas # 29441 (hereinafter referred to as "RFI[2]") to solicit innovative GenAI Solutions to address Vulnerable Roadway User (VRU) Safety. The RFI[2] is incorporated herein by this reference.

The RFI[2] solicited Innovation Concept Papers (ICPs) to address the CALTRANS' problem as defined in the RFI[2] 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

To enhance VRU safety underscoring CALTRANS' unwavering commitment to systematically identify and mitigate risks on the entire transportation system, as well actively develop proactive tools that not only complement but surpass reactive strategies, thereby solidifying California's position at the forefront of road safety innovation.

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 adequately solve the State's problem, in whole or in part, and satisfy the requirements stated in Section 8 - Solution Requirements.

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 RFI[2] #29441 for statewide implementation.

3.   TERM/PERIOD OF PERFORMANCE

The term of this Agreement is April 19, 2024, or upon approval by the State, whichever is later, to January 18, 2025. The State, at its sole discretion, may exercise its option to execute an Agreement extension in accordance with Section 17 - Amendment for up to three (3) months to perform POC activities for a maximum Agreement term of twelve (12) 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 RFI[2], 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 3/15/18](#)
   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:	Caltrans
Name:	Stan Slavin
Phone:	916-997-8648
Email:	Stan.Slavin@dot.ca.gov

Contractor:	INRIX, Inc.
Name:	Gary Carlin
Phone:	425-495-5476
Email:	Gary.Carlin@inrix.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 to support the Contractor in performing 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 CALTRANS 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 a catalog of recommended data sources and manuals.
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. 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.
C. Monitor, report, and as necessary, block GenAI solution prompt inputs for sensitive/classified data and any other potentially harmful prompt methods.
D. Monitor and report on GenAI solution responses for factual accuracy, coherence, and appropriateness and allow for periodic manual reviews.
E. Provide their own equipment, operating system, software, and other tools necessary to perform the required tasks.
F. Provide a pre-trained, GenAI solution.

G. Ensure the GenAI solution operates within CDT's managed cloud environment.
H. Host all other non-GenAI solution systems within CDT's managed cloud environments.
I. Adhere to CDT's Statewide Information Management Manual (SIMM) 140 Cloud Security Guide - https://cdt.ca.gov/policy/simm/.
J. 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., Personally Identifiable Information (PII), Protected Health Information (PHI), Federal Tax Information (FTI), etc.
K. Store all State Data, as defined in Section 14 – Data Handing and Ownership, within CDT's managed cloud environments.
L. Designate a person to whom all communication may be addressed, and who has the authority to act on all aspects of the services.
M. Provide all necessary staffing resources to successfully complete the POC Deliverables and Milestones within the agreed upon schedule.
N. Adhere to all CALTRANS and CDT policies, procedures, and guidelines, including access and security requirements prior to commencing, and during performance under this Agreement.
O. Perform services in a manner that will not disrupt the operational needs of the State and its partners.
P. Provide training and user guides for all identified users of the solution in a manner that minimally disrupts staff duties and operations.
Q. 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.
R. Host the solution in an environment that meets all State requirements.
S. Provide to the State access to all software and applications necessary to operate and utilize the solution during the POC. All software provided by the Contractor is only for use during the POC and a perpetual license is not being granted to the State.
T. 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.
U. Address and incorporate all feedback provided by the State during the POC phase within mutually agreed response times or provide rationale explaining why specific feedback cannot be implemented.
V. Attempt to log-in to the CDT cloud environment within 24 hours of the granted access.

W. 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.

X. Perform all workload virtually with approved network access.

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

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

AA. Develop data quality workflow to ensure quality data is utilized in safety analysis.

BB. Calibrate propagation models based on historical crash and system data and provide ongoing calibration based on the collection and availability of additional data.

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 with 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 solution's ability to encrypt data at rest and in transit.

I. Integrate with CDT's enterprise Security Information and Event Management (SIEM) solution and allow CDT 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. Store all State Data, as defined in Section 14 - Data Handling and Ownership, in the CDT managed cloud environment.

N. Acquire publicly available data as required to demonstrate the solution. The scope of publicly available data will include available data on and off the State Highway System (SHS) that impact safety and inform related factors such as environment, geographic, and equity on the SHS. This data may include incident reporting and clearance times, roadway weather and environmental data, crash data, traveler information feeds, and other data deemed relevant to achieving the objectives of the POC.

O. Identify locations in different areas of the state on the State Highway System with high risk of crash incidents based on established criteria and by looking at roadway user vulnerabilities, non-conducive speeding trends, and areas that can benefit from speed management as well as separating users in space.

P. Recommend potential solution strategies to enhance safety at critical hotspots in different regions of the state.

Q. Develop a prioritized list of locations to guide CALTRANS' infrastructure improvement decision-making.

R. Aid the State in making necessary improvements especially in underserved areas and initiating safety projects with more efficacy than traditional methods.

S. Help enable the State to prioritize the deployment of field personnel and mobile infrastructure to enhance safety at critical hotspots, some of which are in underserved and underrepresented communities.

T. Recommend context-appropriate federal Highway Administration (FHWA) 28 Proven Safety Countermeasures or other countermeasures based on the Crash Modification Factors (CMF) Clearinghouse that can be implemented to improve safety of the VRUs based on previous crash history, roadway conditions and infrastructure layout in different areas of the state. Provide expected percent reduction in crashes and technical reference for each countermeasure recommended.

U. Implement a California state-specific solution that leverages statewide crash data, roadway data, speed distributions, vulnerable road users (VRUs) exposure, risky maneuvers, and near miss data to address VRUs safety at three levels:
   1. Network wide screening
   2. Site Specific
   3. Project Specific locations

For each of these levels, provide before/after analysis that helps zero in on dangerous sections of the roadway to gain valuable insights.

V. Develop a prompt tool for CALTRANS to ask plain English question(s) from the tool to provide site specific insights.

W. Implement algorithms to enable the model to accurately interpret and contextualize data within specific geographic locations and timeframes.

X. Demonstrate capability to conduct before-and-after data analysis for implemented countermeasures or completed projects. Analysis should include crash history and near-miss data analysis.

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 (ongoing)
- o Project schedule development and on-going tracking.
- o On-going biweekly and ad hoc status meetings as requested by the State.
- o Deliverable review, revision, and acceptance.
- o Provide Weekly Status Reports to summarize completed, ongoing, and upcoming tasks, performance metrics, and at-risk activities.

Task 1.1 – Kick-off Meeting (MIL-1)
- 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 1.2 – CDT Managed Cloud Environment – Setup & Configuration (DEL-1, DEL-1A, MIL-3)
- o Provide cloud computing environment parameters.
- o **Complete CDT's onboarding documentation process.**
- o **Provide Initial Technical Architecture Diagram.**

o **Initial Access to the CDT Managed Cloud Environment.** 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. POC six-month engagement begins after notification of success.

Task 1.3 – POC Approach Document (DEL-2, MIL-2)

o **Develop a POC Approach Document** to build upon the approach provided in the ICP and address Solution Requirements in Section 8.
o **Present the POC Approach Document** to CALTRANS during a meeting.
o Demonstrate Contractor's trained Gen AI model and applications that are intended to be used in the POC.

Task 1.4 – POC Configuration and Implementation (DEL-3, MIL-4)

o **Setup, configure and activate the POC in the CDT managed cloud environment.**
o Store data into the CDT Managed Cloud Environment.
o Install solution software into CDT Managed Cloud Environment.
o Connect proprietary applications to CDT Management Cloud Environment.
o Configure the solution based on the requirements and guidelines provided.
o Test various use cases and scenarios to validate the solution's functionality, performance, and compatibility.
o Configure access controls, encryption, monitoring, and auditing as necessary.
o Develop California-specific Systemic Safety Methodology described in the ICP with statewide crash data, roadway data, speed distributions, VRU exposure, risky maneuvers, and near miss data to address VRU safety on three levels:
   1. Network-wide screening and prioritization
   2. Site-specific diagnostics
   3. Project-specific strategies and recommendations
o Tune Compass GenAI Model describe in the ICP with CALTRANS specific data and proprietary data using AWS Bedrock LLM.
o Develop User Interface described in the ICP to enable intuitive query interface to bring transportation data to the operators.
o **Provide a summarized report that outlines the specific SIMM 140 security compliance components of the POC solution.**
o **Demonstrate the POC Solution** to the State once the solution is operational.

Task 1.5 – Solution Testing (DEL-4)
- o Develop Solution Test Management Plan with procedures to validate that the solution meets the requirements in Section 8.
- o Conduct Solution Testing.
- o Provide Test Report to the State.

Task 1.6 – User Trial Period (MIL-5)
- o Provide training, access support and user guides for all identified users of the solution.
- o **Enable up to 100 CALTRANS users to exercise the POC for 15 business days.**
- o Solicit and log input from users to document their user experience.
- o Summarize findings into the Final Report (Task 1.7).

Task 1.7 – Final Report and Presentation of Findings (DEL-5, DEL-6)
- o **Develop Final Report documenting POC results and findings.**
- o Prepare Final Technical Architecture Diagram.
- o **Present Final Report to the State during a meeting.**

11.   CONTRACTOR DELIVERABLES AND MILESTONES

ID	Milestone/ Deliverable Name	Description	Due Date
MIL-1	Kick-off Meeting	Attend Kick-off meeting and participate in POC high-level planning with CALTRANS and CDT. Acceptance of Milestone 1 (MIL-1) will be provided with the verification of compliance with the requirements Task 1.1 – Kick-off Meeting.	Within Ten (10) Business Days after Agreement Execution
DEL-1	CDT Onboarding Documentation	The Contractor must 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 State's written request. Acceptance of Deliverable 1 (DEL-1) will be provided with the verification of compliance with the requirements Task 1.2	Within Five (5) Business Days of Kick-off Meeting

ID	Milestone/ Deliverable Name	Description	Due Date
		– CDT Managed Cloud Environment – Setup & Configuration and in accordance with Section 13 - Deliverable Acceptance/Rejection Process.	
DEL-1A	Initial Technical Architecture Diagram	The Contractor must provide a detailed diagram that outlines the services and data flow.	Within Five (5) Business Days of Kick-off Meeting
DEL-2	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. Includes a schedule and work plan for competing the POC. 3. Identifies the activities necessary for developing the prototype and how the State should expect to participate. 4. Details the expected outcomes that will be achieved after deployment of the prototype. 5. Describes the approach to deploying the prototype, including specific activities (e.g., user training), support/resource requirements, schedule, and change control processes; and 6. Describes the output and source data that would demonstrate achievement of the outcomes described so that the State may be able to validate. 7. Provides a summarized report that outlines the specific SIMM 140 security compliance components of the Contractor's solution.	Within Ten (10) Business Days of Kick-off Meeting

ID	Milestone/ Deliverable Name	Description	Due Date
		8. Provides logs or log samples to be ingested into the CDT SIIM solution. The Proof of Concept Approach Document must align with the Contractor's proposed idea in its ICP, unless mutually agreed by the Contractor and the State in writing. Acceptance of Deliverable 2 (DEL-2) will be provided in accordance with Section 13 - Deliverable Acceptance/Rejection Process and be contingent upon the successful completion of Milestone 2 (MIL-2).	
MIL-2	Approach Overview and Prototype Demonstration	The Contractor must present to the State: 1. an overview of the Proof of Concept Approach Document (components identified in DEL-2); and 2. an overview of the initial Technical Architecture Diagram Deliverable 1A (DEL-1A); and 3. a demonstration of the Contractor's trained Gen AI model and applications that are intended to be used in the POC, including how they function and interact with the end user. Acceptance of Milestone 2 (MIL-2) will be provided with the acceptance of Deliverable 2 (DEL-2).	Within Fifteen (15) Business Days of Kick-off Meeting
MIL-3	Initial Access to CDT Managed Cloud Environment	Access the CDT Managed Cloud Environment to begin setup, configuration, and activation of the POC solution in the CDT managed cloud environment. Contractor will need to validate access to the sandbox and notify state of success or fail via email.	Within 24 hours of state notice

ID	Milestone/ Deliverable Name	Description	Due Date
		Acceptance of Milestone 3 (MIL-3) will be provided with the verification of compliance with the requirements of Task 1.2 CDT Managed Cloud Environment – Setup & Configuration.	
DEL-3	POC Configuration and Implementation	The Contractor must: 1. Setup, configure and activate the POC in the CDT managed cloud environment per the requirements of Task 1.4 – POC Configuration and Implementation 2. Provide a summarized report that outlines the specific SIMM 140 security compliance components of the POC solution. Acceptance of Deliverable 3 (DEL-3) will be provided with the verification of compliance with the requirements of Task 1.4 – POC Configuration and Implementation, are in accordance with Section 13 - Deliverable Acceptance/Rejection Process and will also be contingent upon the successful completion of Milestone 4 (MIL-4).	Within Forty-Five (45) Business Days after MIL-3
MIL-4	Demonstrate the POC Solution	The Contractor must demonstrate the POC Solution to the State once the solution is operational. Acceptance of Milestone 4 (MIL-4) will be provided with the verification that the Contractor's POC solution substantially meets the Solution Requirements in Section 8.	Within Forty-Five (45) Business Days after MIL-3

ID	Milestone/ Deliverable Name	Description	Due Date
DEL-4	Solution Testing	The Contractor must: 1. Develop a Solution Test Management Plan 2. Conduct Solution Testing 3. Provide the State a Test Report Acceptance of Deliverable 4 (DEL-4) will be provided with the verification that these deliverables meet the requirements of Task 1.5 – Solution Testing and are in accordance with Section 13 - Deliverable Acceptance/Rejection Process.	Within Fifteen (15) Business Days after MIL-4
MIL-5	User Trial Period	Enable CALTRANS users to exercise the POC for 15 business days. Acceptance of Milestone 5 (MIL-5) will be provided with the verification that these deliverables meet the requirements of Task 1.6 – User Trial Period, Task 1.7 – Final Report and Presentation of Findings.	Within Five (5) Business Days after acceptance of DEL-4
DEL-5	Final Report and Presentation of Findings	The Contractor must submit a Final Report that: 1. details the activities completed during the POC; 2. summarizes the user experience during the User Trial Period (Task 1.6); 3. details the actual outcomes achieved by the deployment of the prototype, 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 POC that would be implemented by the	Within Twenty (20) Business Days after User Trial Period Ends

ID	Milestone/ Deliverable Name	Description	Due Date
		Contractor if selected to advance to the next phase of RFI2 #29441; and 7. deliver a copy of all data accumulated, collected, developed and/or generated over the course of the POC in a format determined by the State. Acceptance of Deliverable 5 (DEL-5) will be provided in accordance with Section 13 - Deliverable Acceptance/Rejection Process.	
DEL-6	Final Report Presentation	The Contractor must provide a presentation of the Final Report to the State.	Within Five (5) Business days of DEL-5

12. ACCEPTANCE CRITERIA

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

A. Contractor will demonstrate the solutions ability to encrypt data at rest and in transit.
B. Deployment of functional pre-trained GenAI model.
C. Solution will integrate with CDT's enterprise Security Information and Event Management (SIEM) solution and allows CDT the ability to monitor logs (per SIMM 140).
D. Contractor must demonstrate the methodology to detect and report security vulnerabilities.
E. The prototype must meet the objectives of the POC stated in Section 1, subsection B – Objectives 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 Deliverables 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.

C. 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. <u>Data Handling</u>
The Contractor shall encrypt Non-Public Data at rest, in use, and in transit with controlled access.

D. Data Ownership and Usage
  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 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. Data Transfer, Transition Period and Destruction

  1) Unless otherwise stated in the SOW, for 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 General Provisions Information Technology (DGS PD 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, and the 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: Jaswinder Gill, Acting Chief, Office of Ecosystem Delivery
                    jaswinder.gill@dot.ca.gov
                    (916) 639-6140

Second level: Stan Slavin, Interim Chief, Office of Connected Ecosystem
stan.slavin@dot.ca.gov
(916) 997-8648

Third level: David Man, Division Chief, Traffic Operations
david.man@dot.ca.gov
(510) 314-5335

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.

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.