



Date: 2/5/2026

**Request for Quote (RFQ) 25-0187202
Middle-Mile Broadband Initiative (MMBI) – Westell HW**

You are invited to review and respond to this Request for Quote (RFQ) for Information Technology (IT) Equipment, entitled **RFQ 25-0187202, Middle-Mile Broadband Initiative (MMBI) – Westell HW**.

In submitting your quote, you must comply with the instructions found herein.

ALL QUOTES MUST BE SIGNED AND DATED PRIOR TO SUBMISSION.

Respondent must email **one (1)** electronic copy to the Department Contact named below.

Please email your offer to Michelle.Snasel@state.ca.gov no later than **3:00 PM Pacific Time (PT), on 2/18/2026**. Your RFQ response shall be emailed to the Department Contact named below. CDT will not accept late, faxed, nor physically mailed/delivered bids. Bids must be emailed and received on, or before, the date and time specified herein.

Department Contact:

Michelle Snasel
California Department of Technology
Acquisition and IT Program Management Branch
(916) 857-9155
Michelle.Snasel@state.ca.gov

Award of contract, if made, will be based on the lowest, responsive, responsible bidder. Failure to adhere to the RFQ specifications may be considered a material deviation from the requirements of this RFQ and may cause the quote to be rejected.

State Terms and Conditions and Bidder's Instructions applicable to this order are listed on the Department of General Services' (DGS) web sites listed below:

- Bidders Instructions (GSPD-451), Effective 11/09/2011
[Link to GSPD-451](#)
- Information Technology - General Provisions (ITGPs), Effective 02/20/25
[Link to IT – GP \(Non-Cloud Goods & Services, DGS PD 403-ITGP \(Non-Cloud\) - Rev. 02/20/25](#)

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SECTION I – GENERAL INFORMATION

1. BACKGROUND

The California Department of Technology, (hereinafter referred to as the “CDT” or “State,”), is requesting 128 Westell RMX-4300, and associated gear, to support 128 Huts (MMBN huts, excluding D395) and one (1) year of Premium Westell 24x7 service and support.

2. KEY ACTION DATES

Listed below are the key action dates and times by which specific actions must be taken or completed. If the CDT finds it necessary to change any of these dates, it will be accomplished by issuing an addendum.

KEY ACTION DATES	DATE	TIME
Release of RFQ	2/5/2026	
Last Day to Submit Questions and Request for Changes	2/10/2026	3:00 PM
Response to Questions	2/13/2026	
Submission of Quotes*	2/18/2026	3:00 PM
Evaluations*	2/23/2026	
Notification of Intent to Award*	2/25/2026	
Proposed Contract Execution Date*	3/1/2026	

*All dates after the Submission of Quotes (by date and time) are approximate and may be changed without addendum to this RFQ to allow the CDT additional time for evaluation and contract execution.

3. WRITTEN QUESTIONS

Every attempt has been made to produce complete specifications for this service. Should the Bidder/Respondent discover any ambiguity, conflict, omission or other error in the RFQ, or have any questions concerning interpretation or clarification, the Bidder shall immediately notify the Department of Technology of such in writing and request clarification or modification of the document. All questions or concerns regarding this RFQ must be sent to Michelle Snasel by email to Michelle.Snasel@state.ca.gov by the due date in the Key Action Dates.

4. AUTHORITY TO CONTRACT OUT

This RFQ is being conducted pursuant to Government Code Sections 11549.52 and 11549.53 et seq.

5. AVAILABILITY

The selected respondent must be able to meet all requirements of this RFQ.

6. RFQ RESPONSE GUIDELINES

This RFQ and the respondent's quote in response to this document will be made a part of the Contract. Responses to this RFQ must contain all data/information requested and must conform to the format described in this RFQ. It is the respondent's responsibility to provide all required data and any other information deemed necessary for the CDT evaluation team to determine and verify the respondent's ability to deliver the equipment defined in the SOW (Exhibit A).

Quotes are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFQ. **Emphasis should be concentrated on conformance to the RFQ instructions, responsiveness to the RFQ requirements, and on completeness and clarity of content.**

Unless otherwise specified, all electronic files and media submitted in response to this RFQ must be in formats compatible with the CDT's standard desktop computing environment, which consists of Microsoft (MS) Windows 11, Microsoft 365, and Adobe Acrobat Reader DC, et al.

7. RFQ RESPONSE CONTENT

The following documents must be submitted in the RFQ response, in the order specified below and will be reviewed for completeness as pass or fail. Any quote response that fails may be deemed non-responsive.

A. RFQ Response

The respondent must submit one (1) original electronic copy of quote response.

B. Table of Contents

A table of contents that lists the response sections.

C. Cover Letter (Attachment 1)

The respondent must complete and sign the entire cover letter form.

D. Administrative Requirements Checklist (Attachment 2)

The respondent must complete the required attachment checklist to confirm that all items are contained with the RFQ.

E. Security and Confidentiality Statement (Attachment 3)

One individual authorized to bind the company must complete the Security and Confidentiality form and include it with their quote.

F. Completed Cost Worksheet (Exhibit B-1)

All costs shall be filled out by the respondent. Provide the unit cost and total cost for the equipment described in this RFQ SOW (Exhibit A).

G. Payee Data Record, Std. 204 (Attachment 4)

The respondent is required to submit a Payee Data Record, Std. 204 listing their Taxpayer Identification Number.

H. Certification with the Secretary of State (Attachment 5)

If required by law, the Prime Contractor must submit a Certificate of Status from California Secretary of State (SOS), showing Prime Contractor is certified with the SOS to do business in the State of California.

Domestic and foreign Corporations, Limited Liability Companies (LLCs) and Limited Partnerships (LPs) must be registered with the California SOS to be awarded the Contract. The SOS Certificate of Status must be included with the response. The required document(s) may be obtained through the SOS, Certification and Records Unit at (916) 657-5448 or through the following website:

[SOS Search](#).

If the Respondent does not currently have this certification, the firm must be certified before a Contract award can be made and must provide information in the RFQ response to support the status of its application to be certified to do business in the State of California.

For more information, refer to the SOS website at: [SOS Website](#)

I. California Civil Rights Laws Certification (Attachment 6)

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract over \$100,000 on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts over \$100,000 executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. EMPLOYER DISCRIMINATORY POLICIES: For contracts over \$100,000 executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

Respondents must complete and sign Attachment 6 California Civil Rights Laws Certification and submit with their bid response. Respondents must also agree to re-certify if the option to extend or an amendment to add time or funding to the contract is utilized.

J. Disabled Veteran Business Enterprise (DVBE) Program Requirements

The DVBE Participation Requirements for this RFQ have been waived, but the CDT opts to include the DVBE Incentive. See DVBE Incentive below.

K. DVBE Incentive

In accordance with Section 999.5(a) of the Military and Veterans Code (MVC) an incentive will be given to respondents who provide DVBE participation. For evaluation purposes only, the CDT shall apply an incentive to quotes that propose California certified DVBE participation as identified on the Bidder Declaration GSPD-05-105, Attachment 7 and confirmed by the CDT.

For awards based on low price, the net quote price of the responsive quote will be reduced (for evaluation purposes only) by the amount of DVBE incentive as applied to the lowest responsive net quote price. If the #1 ranked responsive, responsible quote is a California certified small business, the only bidders eligible for the incentive will be California certified small businesses. Incentive percentage is applied to cost points earned by the respondent. The following illustrates the incentive percentage available based on the respondent's confirmed percent of DVBE participation.

CONFIRMED DVBE PARTICIPATION OF	DVBE INCENTIVE
5% and above	5%
4% - 4.99%	4%
3% - 3.99%	3%
2% - 2.99%	2%
1% - 1.99%	1%

L. Small Business Regulations

The Small Business (SB) regulations pursuant to the California Code of Regulations (Title 2, Division 2, Chapter 3, Subchapter 8, section 1896 et seq.) concerning the application and calculation of the SB preference, SB certification, responsibilities of SBs, department certification, and appeals can be viewed at (<https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Notice-of-Rulemaking-Regulations-for-SB-DVBE?search=sb%20peference>). Access the regulations by clicking on "Notice of Rulemaking" in the right sidebar. For those without Internet access, a copy of the regulations can be obtained by calling the DGS Office of SB and DVBE Services (OSDS) at (916) 375-4940.

M. Small Business Preference

The respondents claiming the small business preference must be certified by California as a small business. A 5% preference will be available to California certified SB. This preference must be claimed by completing the Bidder Declaration form GSPD-05-105, Attachment 7.

All certified SBs must perform a "commercially useful function" (CUF) in the performance of the contract, as defined in Government Code section 14837(d)(4). See Section Q. Commercial Useful Function.

Certification applications and required support documents must be submitted to the OSDS no later than 5:00 p.m. on the RFQ due date; and the OSDS must be able to approve the

application as submitted. Respondents may contact the OSDS for any information or questions concerning certification.

N. Non-SB Subcontracting Preference

A 5% preference is also available to a non-small business claiming 25% California certified SB sub-contractor participation. This preference must be claimed by completing the Bidder Declaration form GSPD-05-105, Attachment 7. The form must list all California certified SBs with which you commit to sub-contract with for an amount of at least 25% of the net contract price.

All certified SBs must perform a “commercially useful function” (CUF) in the performance of the contract, as defined in Government Code section 14837(d)(4). See Section Q. Commercial Useful Function.

O. SB Nonprofit Veteran Service Agencies (SB/NVSA) Preference

SB/NVSA prime bidders meeting requirements specified in the MVC Section 999.5 et seq. and obtaining a California certification as a SB are eligible for the 5% SB preference. This preference must be claimed by completing the Bidder Declaration form GSPD-05-105, Attachment 7.

All certified SBs must perform a “commercially useful function” (CUF) in the performance of the contract, as defined in Government Code section 14837(d)(4). See Section Q. Commercial Useful Function.

P. Bidder Declaration Forms (Attachment 7)

All respondents must complete the Bidder Declaration GSPD-05-105 and include it with the quote if respondent is a SB or DVBE or subcontracting. When completing the declaration, the respondent must identify ALL proposed subcontractors for participation in the contract. The document and instructions may be accessed at the website link:

[Bidder Declaration Form](#)

Q. Commercial Useful Function Certification

If the Respondent or any Subcontractors are a California certified SB or DVBE, in accordance with AB 669 (Chapter 623, Statutes of 2003), the Respondent must address specific aspects of the legislation that requires to perform a CUF as defined by Government Code Sections 14837, 14838.6, 14839, 14842, and 14842.5.

A Respondent or subcontractor will not be considered to perform a CUF if the Respondent’s or Subcontractor’s role is limited to that of an extra participant in the transaction, the awarded Contract, or project through which funds are passed to obtain the appearance of SB or micro business participation.

R. TACPA Preferences

The TACPA preference will be granted if this solicitation is an Information Technology (IT) procurement valued at \$100,000 and greater. Bidders wishing to take advantage of this

preference will need to review the following website and submit the appropriate response with their bid: [Link to TACPA](#)

The maximum preference allowed for TACPA is 9 percent of the bid amount but may not exceed \$50,000 for any bid.

Contracts excluded from this Preference Program include construction contracts and contracts with designated worksite. Bidders wishing to take advantage of this preference are required to submit the following applications/forms:

TACPA (Std. 830)

[TACPA preference request \(STD.830\).](#)

Bidder's Summary of Contract Activities and Labor Hours (DGS/PD 525)

[Bidder's Summary of Contract Activities and Labor Hours](#) (goods and services)

Manufacturer Summary of Contract Activities and Labor Hours (DGS/PD 526).

[Manufacturer Summary of Contract Activities and Labor Hours](#) (goods)

S. Debarment and Suspension (Executive Orders 12549 and 12689)

Please complete, sign and return the Federal Debarment Certification Form

https://www.documents.dgs.ca.gov/dgs/FMC/GS/PD/PD_2.pdf

T. Byrd Anti-Lobbying Amendment (31 U.S.C 1352) (Attachment 8)

Please complete, sign and return the Byrd Anti-Lobbying Amendment Form.

U. Mandatory GenAI Disclosure Notification

Per the State Administrative Manual (SAM) 4819.2, Generative Artificial Intelligence (GenAI) is defined as “the class of AI models that emulate the structure and characteristics of input data in order to generate derived synthetic content. This can include images, videos, audio, text, and other digital content.”

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

Bidder / Offeror must notify the State in writing 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 Definitions for GenAI.

Failure to report GenAI to the State may result in disqualification. The State reserves the right to seek any and all relief to which it may be entitled to as a result of such non-disclosure.

Upon notification by a Bidder / Offeror of GenAI as required, the State reserves the right to incorporate GenAI Special Provisions into the final contract or reject bids/offers that present an unacceptable level of risk to the State.

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.

8. ADMINISTRATIVE INFORMATION

- A. The RFQ and the Bidder's response will be incorporated into by reference into the resulting contract.
- B. Upon Notice of Award posting, all documents submitted in response to this RFQ will become the property of the State of California and will be regarded as public records under the California Public Records Act (PRA) (GC Section 6250 et. seq.) and subject to review by the public.
- C. Upon an executed Contract, the Contractor shall submit a signed Conflict of Interest, Statement of Economic Interest Form 700 (provided by the CDT Contract Administrator) for himself, his employees and any subcontractors assigned to this effort. This document is required by the Fair Political Practices Commission and further information is available at the following address: <http://www.fppc.ca.gov>
- D. For this project there will be no changes in occupancy or use; remodel or modification, and no flammable, combustible or hazardous material are to be stored or planned for the site. In addition, there is to be no construction of new, permanent or temporary buildings and facilities, or renovation or structural repair, alteration, or addition to existing buildings and facilities.

E. Prime Contractor's DVBE Subcontracting Reporting Requirements

Military and Veteran Code (MVC) 999.5(d), Government Code (GC) 14841, and California Code of Regulations (CCR) 1896.78(e) requires all Prime Contractor's that had a Disabled Veteran Business Enterprise (DVBE) firm perform any element of work for a contract to report DVBE information.

F. Security and Data Protection Requirements

The CDT must ensure agreements with state and non-state entities include provisions which protect and minimize risk to the state when engaging in the development, use, or maintenance of information systems, products, solutions, or services. In order to comply with the State Administrative Manual (SAM) Section 5305.8, Bidders must comply with Exhibit E, Security and Data Protection.

G. Seller's Permit

You must provide your company's California retailer's seller's permit or certification of registration and, if applicable, the permit or certification of all participating affiliates, issued by California's State Board of Equalization (BOE), pursuant to all requirements as set forth in Sections 6487, 7101 and sections 6452.1, 6487.3, 18510 of the Revenue and Taxation Code, and Section 10295.1 of the Public Contract code. In order to expedite the process of verifying the validity of the permit, provide the BOE permit number in the space provided below and attach a copy of the permit with your RFQ response)

Retailer's Seller's Permit Number: _____

H. Plastic Trash Bag Certification Violations

Public Resources Code §42290 et seq. prohibits the State from contracting with any supplier, manufacturer, or wholesaler, and any of its divisions, subsidiaries, or successors that have been determined to be noncompliant to the recycled content plastic trash bag certification requirements. This includes award of a State contract or subcontract or renewal, extension, or modification of an existing contract or subcontract. Prior to award the State shall ascertain if the intended awardee or proposed subcontractor is a business identified on the current CalRecycle noncompliant list(s). In the event of any doubt of the status or identity of the business in violation, the State will notify the Board of the proposed award and afford the Board the opportunity to advise the State. No award will be made when either the Offeror or a subcontractor has been identified either by published list or by advice from the Board, to be in violation of certification requirements.

I. GC 12990 and Non-Discrimination (IT and Non-IT Goods Only)

Any employer who wishes to contract with the State for goods is subject to the provisions of GC 12990 relating to discrimination in employment. Contractors that do not meet the provisions of GC 12990 are not eligible to contract with the State for IT goods. Ineligible contractors are found in the California Regulatory Notice Register. To access the California Regulatory Notice Register: https://oal.ca.gov/publications/notice_register/

J. RFQ General Information

- i) Issuance of this RFQ in no way constitutes a commitment by the State to award an Agreement. The State reserves the right to reject Bids received and cancel this RFQ if the State determines that it is in the State's best interest to do so. RFQ responses that reference a Bidder's own terms and conditions, provisions, assumptions, and/or conditional language will be considered non-responsive and be rejected. Any response that is conditional or incomplete may also be considered to be non-responsive. Assumptions made by the Bidder in responding to this RFQ do not obligate the State. Additionally, assumptions may make the Bid conditional and cause the Bid to be rejected.
- ii) If a Bidder discovers any ambiguity, conflict, discrepancy, omission or any other errors in this RFQ, the Bidder should immediately provide written notice to the State of such error and request clarification or modification of the affected document. Bidders requiring clarification of the intent and content of this RFQ may request clarification by submitting questions via email to the Department Contact listed on the cover page of this RFQ.
- iii) The State may modify any part of the RFQ, by issuance of one (1) or more addenda. Addenda will be numbered consecutively and posted online at caleprocure.ca.gov.
- iv) The State may request clarifications from Bidders at any phase of the assessment and selection process for the purpose of clarifying ambiguities in the information presented in the Response. The State is under no obligation to request clarification if information in the Bid is unclear.
- v) All costs for developing Responses are entirely the responsibility of the Bidder and shall not be chargeable to the State.

- vi) The attached Agreement in its entirety (Exhibits A-E) will be a part of the final purchase order when executed.

SECTION II – EVALUATION INFORMATION

1. EVALUATION PROCESS

Each RFQ response will be checked for the presence of required information in conformance to the submission requirements of this RFQ. The CDT will evaluate each RFQ response to determine its responsiveness to the requirements. The CDT reserves the right to make mathematical corrections to cost worksheets and/or ask clarifying questions.

The overall responsiveness of each quote is based on the complete response from the respondent to the RFQ requirements, including the Statement of Work (SOW). An award, if made, will be to the responsive and responsible Bidder providing the lowest cost in accordance with Section II.3, Evaluation Criteria.

2. RESPONSIBLE BIDDER

This RFQ will be awarded to the lowest, responsive, responsible Bidder after application of any applicable incentives and preferences. CDT may require Bidder(s) to submit evidence of their qualifications at such times and under conditions, as it deem necessary. If a Bidder has been determined to be non-responsible, the RFQ response shall be rejected.

The Bid may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. CDT may reject any or all Bids and may waive any immaterial deviation in the Bid. CDT’s waiver of an immaterial defect shall in no way modify the Bid document or excuse the Bidder from full compliance with all the requirements if awarded the Agreement.

3. EVALUATION CRITERIA

The following sections and criteria will be reviewed by the CDT’s evaluation team:

A. Administrative Requirements Evaluation (Pass/Fail)

Respondents must pass the Administrative Requirements Evaluation to continue on to the Cost Requirements Evaluation. All required attachments, forms, and documents as outlined below must be submitted.

ADMINISTRATIVE REQUIREMENTS	YES (PASS)	NO (FAIL)
1. 1 Master Electronic Copy of Quote Response		
2. Table of Contents		
3. Cover Letter (Attachment1)		
4. Administrative Requirements Checklist (Attachment 2)		
5. Security and Confidentiality Statement (Attachment 3)		
6. Completed Cost Worksheet (Exhibit B-1)		
7. Payee Data Record, Std. 204 (Attachment 4)		
8. Certification with the Secretary of State (Attachment 5)		
9. California Civil Rights Laws Certification (Attachment 6)		

10. Bidder Declaration Forms (Attachment 7)		
11. Byrd Anti-Lobbying Amendment Form (Attachment 8)		
12. Seller's Permit Number		
13. DVBE Incentive	If applicable	
14. Small Business Preference	If applicable	
15. Non-SB Subcontractor Preference	If applicable	
16. SB Nonprofit Veteran Service Agencies (SB/NVSA) Preference	If applicable	
17. TACPA Preferences	If applicable	

4. Tiebreaker

In the event of a tie, contract award will be made as a result of a coin toss. Tied Offerors will be invited to attend the coin toss and State witnesses will also be present.

Note: In the event of a precise tie between suppliers claiming the incentive, the Offer of an SB and the Offer of a DVBE that is also a SB, the award shall go to the DVBE that is also an SB. (Reference Chapter 3 and GC section 14838 (f) and 2 CCR section 1896.8(f)).

SECTION III – AWARD AND PROTEST INFORMATION

1. AWARD OF CONTRACT

Award of a contract, if made, will be to a single responsive and responsible respondent having the best value, with all the requirements of the RFQ Section II – Evaluation, and any addenda thereto, except for such immaterial defects as may be waived by the State. The award will be made within forty-five (45) days after the scheduled date for Contract Award as specified in the RFQ; however, a respondent may extend the offer beyond 45 days in the event of a delay of contract execution.

The State reserves the right to determine the successful respondent(s) either on the basis of individual items or combination of all items included in its RFQ, unless otherwise expressly provided in the State's RFQ. Unless the respondent specifies otherwise in their quote, the State may accept any item or group of items of any quote. The State reserves the right to modify or cancel in whole or in part this RFQ.

Written notification of the State's intent to award will be made to all respondents who submit a quote.

2. PROTESTS

This procurement process does not include any provisions to protest either the process or resulting Agreement award(s). However, pursuant to Public Contract Code Section 6611(d), an unsuccessful Proposer may file a petition for a writ of mandate in accordance with Section 1085 of the Code of Civil Procedure. The venue for the petition for a writ of mandate will be Sacramento, California.

**ATTACHMENT 1
COVER LETTER**

The submission of this quote does not obligate the California Department of Technology (CDT) to fund the proposed Contract. If the quote is approved for funding, a Contract will be executed between the CDT and the Contractor. When funding is authorized, the Contractor will be expected to adhere to the terms of the executed Contract.

The undersigned Contractor hereby proposes to furnish all labor, materials, tools and equipment, to provide services in accordance with the specifications and provisions contained in the solicitation.

The undersigned Contractor further states that it can meet and will adhere to all of the requirements, as outlined in the SOW.

1. Full Legal Name of the Contractor's Organization:

2. Mailing Address and contact information:

Street	City	State	Zip
Telephone		FAX	Email

3. Federal Taxpayer Identification Number: _____

4. Principal who is authorized to bind the Contractor:

_____	_____
Typed Name	Title
_____	_____
Original Signature	Date

5. The Contractor's contact person shall be:

_____	_____
Name	Phone Number

The Respondent offers and agrees if this response is accepted within 45 calendar days following the date the response is due to furnish all the items at the prices quoted and delivered to the designated point(s) by the method of delivery and within the times specified and subject to the attached General Provisions. By signing, with inclusion of the date of signature, the above signed Contractor DECLARES UNDER PENALTY OF PERJURY under the laws of the State of California as follows: (1) (STATEMENT OF COMPLIANCE) The above signed has complied with the non-discrimination program requirements of Government Code 12990 and Title 2, California Administrative Code Section 8103, and such declaration is true and correct; (2) The National Labor Relations Board declaration set forth in Paragraph 48 of the General Provisions is true and correct; and (3) If a claim is made as a Small Business or Disabled Veterans Business, the information set forth within is true and correct.

**ATTACHMENT 2
REQUIREMENTS CHECKLIST**

Please complete the required Requirements Checklists to confirm that all items are contained with your RFQ response. Place a check mark or “✓” next to each item that you are submitting to the State.

1. Administrative Checklist

Check ✓	Attachment #	Name/Description	Form Provided	Required
	Attachment 1	Cover Letter	YES	YES
	Attachment 2	Administrative Requirements Checklist	YES	YES
	Attachment 3	Security and Confidentiality Statement	YES	YES
	Attachment 4	Payee Data Record, Std. 204	LINK	YES
	Attachment 5	Certification with the Secretary of State	LINK	YES
	Attachment 6	California Civil Rights Laws Certification	YES	YES
	Attachment 7	Bidder Declaration Forms	LINK	YES
	Attachment 8	Byrd Anti-Lobbying Amendment Form	YES	YES
	EXHIBITS	EXHIBIT NAME/DESCRIPTION		
	Exhibit B-1	Cost Worksheet	YES	YES
	OTHER	DESCRIPTION		
	Final RFQ Response	One (1) Master Electronic Copy of Quote Response	N/A	YES
	Section I.8.G	Seller's Permit Number	N/A	YES
	OPTIONAL	DESCRIPTION		
	Section I.7.K	California DVBE Quote Incentive	LINK	OPTIONAL
	Section I.7.M	Small Business Preference	LINK	OPTIONAL
	Section I.7.N	Non-SB Subcontracting Preference	LINK	OPTIONAL
	Section I.7.R	TACPA Preferences	LINK	OPTIONAL

ATTACHMENT 3 SECURITY AND CONFIDENTIALITY STATEMENT

As an authorized representative and / or corporate officer of the company named below, I agree that all persons employed by this company will adhere to the following policy:

All information belonging to the California Department of Technology, or its affiliated agencies is considered sensitive and / or confidential and cannot be disclosed to any person or entity that is not directly approved to participate in the work required to execute this Agreement.

I certify that I will keep all project information, including information concerning the planning, processes, development or procedures of the Project, confidential and secure. I will not copy, give or otherwise disclose such information to any other person unless the Department of Technology has on file a Security and Confidentiality Statement signed by the other persons, and the disclosure is authorized and necessary for the Project. I understand that the information to be kept confidential includes, but is not limited to, specifications, administrative requirements, terms and conditions, concepts and discussions, as well as written and electronic materials. I further understand that if I leave this project before it ends, I must still keep all project information confidential. I agree to follow any instructions provided by the Project relating to the confidentiality of project information.

I fully understand that any unauthorized disclosure I make may be basis for civil or criminal penalties and / or disciplinary action (for state employees). I agree to advise the contract manager immediately in the event of an unauthorized disclosure, inappropriate access, misuse, theft or loss of data.

All materials provided for this Project, except where explicitly stated will be promptly returned or destroyed, as instructed by an authorized Department of Technology representative. If the materials are destroyed and not returned, a letter attesting to their complete destruction which documents the destruction procedures must be sent to the contract manager at the Department of Technology before payment can be made for services rendered. In addition, all copies or derivations, including any working or archival backups of the information, will be physically and / or electronically destroyed within five (5) calendar days immediately following either the end of the contract period or the final payment, as determined by the Department of Technology.

All personnel assigned to this project shall be provided a Security and Confidentiality Statement and will be expected to sign and return it to the representative listed below before beginning work on this project.

REPRESENTATIVE NAME	TITLE	PHONE NUMBER
COMPANY NAME		
STREET ADDRESS		
CITY	STATE	ZIP CODE
_____ SIGNATURE		_____ DATE

ATTACHMENT 4
PAYEE DATA RECORD, STD. 204

The respondent is required to submit a Payee Data Record, STD 204. Refer to the following link for more details.

<https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf>

ATTACHMENT 5
CERTIFICATION WITH THE SECRETARY OF STATE

If required by law, the Prime Contractor must submit a Certificate of Status from California Secretary of State (SOS), showing Prime Contractor is certified with the SOS to do business in the State of California.

Domestic and foreign Corporations, Limited Liability Companies (LLCs) and Limited Partnerships (LPs) must be registered with the California SOS to be awarded the Contract. The SOS Certificate of Status must be included with the response. The required document(s) may be obtained through the SOS, Certification and Records Unit at (916) 657-5448 or through the following website: [SOS Search](#).

If the Respondent does not currently have this certification, the firm must be certified before a Contract award can be made and must provide information in the RFQ response to support the status of its application to be certified to do business in the State of California.

For more information, refer to the SOS website at: [SOS Website](#).

ATTACHMENT 6
CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract over \$100,000 on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts over \$100,000 executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. EMPLOYER DISCRIMINATORY POLICIES: For contracts over \$100,000 executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct. <i>Proposer/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County and State of</i>	

ATTACHMENT 7
BIDDER DECLARATION FORM

All respondents must complete the Bidder Declaration GSPD-05-105 and include it with the quote if respondent is a SB or DVBE or subcontracting. When completing the declaration, the respondent must identify ALL proposed subcontractors for participation in the contract. The document and instructions may be accessed at the website link:

[Bidder Declaration Form](#)

The respondent awarded the Contract is contractually obligated to use the subcontractors for the corresponding work identified unless the State agrees to a substitution and it is incorporated by amendment to the contract. (2 CCR § 1896.10.)

ATTACHMENT 8
BYRD ANTI-LOBBYING AMENDMENT FORM

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not been used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. section 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Appendix A, 44 C.F.R. Part 18 – Certification Regarding Lobbying
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with the instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31, U.S.C. section 1352 (as amended by the Lobbying Disclosure Act of 1995). Any who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. section 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Date

Name and Title of Contractor's Authorized Official

EXHIBIT A - STATEMENT OF WORK

1. Contract Description:

Contractor TBD (hereinafter referred to as the "Contractor") agrees to provide the California Department of Technology, (hereinafter referred to as the "CDT" or "State,"), with 128 Westell RMX-4300, and associated gear, to support 128 Huts (MMBN huts, excluding D395) and one (1) year of Premium Westell 24x7 service and support.

2. Equipment:

*Please See Exhibit B-1 Cost Worksheet for detailed information.

3. Warranty/Support Services:

Extended support from Westell: Premium 1 year service and support – 24x7 support.

4. Equipment Delivery Site:

Should there be a complete hardware failure requiring equipment replacement the equipment shall be delivered to the equipment delivery site listed below. There are no partial shipments accepted. As well, Purchase Order # must be included clearly on the outside of the shipped box/container.

**HP Communications
Attention Dave Ladner
13341 Temescal Canyon Rd
Corona, CA 92883**

5. Term:

The period of performance for this Agreement shall be one (1) year from Date of Acceptance.

6. Equipment Site/Installation:

The "Equipment Site" shall mean the CDT's location, as identified in this Agreement, which is operated or controlled by the CDT. The CDT may change the Equipment Site to another location located within the United States without incurring additional charges.

**HP Communications
Attention Dave Ladner
13341 Temescal Canyon Rd
Corona, CA 92883**

7. Notices:

All notices required by or relating to this Agreement shall be in writing and shall be sent to the parties of this Agreement at their address as set below unless changed from time to time, in which event each party shall notify the other in writing, and all such notices shall be deemed duly given if deposited, postage prepaid, in the United States mail and directed to the following addresses:

The technical representative during the term of this Agreement will be:

State Department	Manufacturer
California Department of Technology, MMBI Project Management Office	Westell
Attn: MMBI Project Management Office	Attn: Westell
Phone: (916) 800-5497	Phone: (800) 377-8766
E-mail: mmbi.pmo@state.ca.gov	E-mail: support@westell.com

Contract inquiries should be addressed to:

State Department	Contractor
California Department of Technology, Acquisition & IT Program Management	TBD
Attn: Michelle Snasel	Attn:
Address: PO Box 1810, Y18 Rancho Cordova, CA 95670	Address:
Phone: (916) 857-9155	Phone:
E-mail: Michelle.Snasel@state.ca.gov	E-mail:

8. Amendments:

Consistent with the terms and conditions of the original solicitation, and upon mutual consent, the CDT and the Contractor may execute amendments to this Agreement. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, and agreed upon by both parties and approved, as required. No verbal understanding or agreement not incorporated into the Agreement is binding on any of the parties.

9. Cancellation Provision:

The CDT may exercise its option to terminate the resulting agreement at any time with 30 calendar days prior written notice.

10. Federal Tax Administration Requirements:

CDT must notify the United States Internal Revenue Service (IRS) prior to executing, or amending, any agreement to disclose, or provide access to, federal tax information (FTI) to a Contractor or Sub-Contractor, at least 45 calendar days prior to the disclosure of FTI, to ensure appropriate contractual language is included and that Contractors are held to safeguarding requirements. This procedure conforms to IRS Publication 1075.

Subject to the IRS, FTI requirements, if an unfavorable response is received by the IRS, this contract will be terminated immediately, per the Non-Cloud Goods & Services - General Provisions – Information Technology (403-ITGP), clause 16.3, Termination for Default. In conformation with IRS Publication 1075, Contractor must comply with Exhibit D - Special Terms and Conditions to Safeguard Federal Tax Information.”

11. Security and Data Protection Requirements:

The CDT must ensure agreements with state and non-state entities include provisions which protect and minimize risk to the state when engaging in the development, use, or maintenance of information systems, products, solutions, or services. In order to comply with the State

Administrative Manual (SAM) Section 5305.8, Contractor must comply with Exhibit E, Security and Data Protection

12. Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1388):

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. Payment/Invoicing:

A. Payment will be made upon receipt of a correct invoice, after delivery by the Contractor and acceptance by the State. **Invoices shall include the California Department of Technology Agreement/Agency Order Number, product name/description, part/item numbers (as applicable) and cost.**

B. Submit your invoice using only **one** of the following options:

i. Send via U.S. mail in **TRIPLICATE** to:

California Department of Technology
Administration Division – Accounting Office
P. O. Box 1810
Rancho Cordova, CA 95741

OR

ii. Submit electronically at: APInvoices@state.ca.gov

2. Payment Schedule:

A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Contract does not appropriate sufficient funds for the program, this Contract shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Contract and Contractor shall not be obligated to perform any provisions of this Contract.

B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Contract with no liability occurring to the State or offer a contract amendment to the Contractor to reflect the reduced amount.

C. Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927. Payment to small/micro businesses shall be made in accordance with and within the time specified in Chapter 4.5, Government Code 927 et seq.

**EXHIBIT B-1
COST WORKSHEET**

ITEM	QTY	PART #	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	128	Westell RMX-4300	RMX-4000 W/O WIFI/BT W/ WLS SENSOR SPT		
2	128	RMX-INSTKIT	INSTALL HW FOR REMOTE FAMILY		
3	128	560-000416	SITEBUS TEMPERATURE AND HUMIDITY SENSOR		
4	128	A90-WS-10001	900MHZ INDUSTRIAL ROCHESTER HALL-EFFECT		
5	128	A90-RS-485-ISO	INDUSTRIAL RS-485 SURGE PROTECTOR 2-WIRE		
6	128	060-000437	ROCHESTER R3D JR DIAL HORZ LP TANKS		
7	128	060-000439	ROCHESTER R3D SR DIAL HORZ LP TANKS		
8	128	RMX-4300 SUPPORT-PREMIUM	Premium 1Y Service and Support 24x7 Support to include telephone, advanced replacements & software updates for 1 year.		

Subtotal (lines 01-08): \$ _____

Tax (if applicable): \$ _____

Grand Total: \$ _____

SB/DVBE Certification Number: _____

Retailer's Seller's Permit Number: _____

FEIN Number: _____

Signature and Date: _____

Printed Name and Title: _____

Company Name: _____

Company Address: _____

Contact Phone Number: _____

EXHIBIT C
INFORMATION TECHNOLOGY – GENERAL PROVISIONS (DGS PD 403-ITGP)

The following provisions may be downloaded at the indicated web page:

[IT – GP \(Non-Cloud Goods & Services, DGS PD 403-ITGP \(Non-Cloud\) - Rev. 02/20/25](#)

**EXHIBIT D
SPECIAL TERMS AND CONDITIONS TO SAFEGUARD FEDERAL TAX
INFORMATION**

Federal statute, regulations and guidelines require that all contracts for services relating to the processing, storage, transmission, or reproduction of federal tax returns or return information, the programming, maintenance, repair, or testing of equipment or other property, or the providing of other services, for tax administration purposes include the provisions contained in this exhibit.

Contractor agrees to comply with 26 United States Code (U.S.C) §6103(n), 26 Code of Federal Regulations (C.F.R) §301.6103(n)-1(a)(2) and (d), and Internal Revenue Service (IRS) Publication 1075, Tax Information Security Guidelines for Federal, State and Local Agencies (Rev. 11-2021), Section 2.C.8., 2.C.9, and Exhibit 7) and all applicable conditions and restrictions as may be prescribed by the IRS by regulation, published rules or procedures, or written communication to the contractor.

Internal Revenue Service (IRS) Publication 1075, Tax Information Security Guidelines for Federal, State and Local Agencies (Rev. 11-2021) <https://www.irs.gov/pub/irs-pdf/p1075.pdf>

EXHIBIT 7 SAFEGUARDING CONTRACT LANGUAGE

I. PERFORMANCE

In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by officers or employees with the following requirements:

- (1) All work will be performed under the supervision of the contractor.
- (2) The contractor and contractor's officers or employees to be authorized access to FTI must meet background check requirements defined in IRS Publication 1075. The contractor will maintain a list of officers or employees authorized access to FTI. Such list will be provided to the agency and, upon request, to the IRS.
- (3) FTI in hardcopy or electronic format shall be used only for the purpose of carrying out the provisions of this contract. FTI in any format shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection or disclosure of FTI to anyone other than the contractor or the contractor's officers or employees authorized is prohibited.
- (4) FTI will be accounted for upon receipt and properly stored before, during, and after processing. In addition, any related output and products require the same level of protection as required for the source material.
- (5) The contractor will certify that FTI processed during the performance of this contract will be completely purged from all physical and electronic data storage with no output to be retained by the contractor at the time the work is completed. If immediate purging of physical and electronic data storage is not possible, the contractor will certify that any FTI in physical or electronic storage will remain safeguarded to prevent unauthorized disclosures.
- (6) Any spoilage or any intermediate hard copy printout that may result during the processing of FTI will be given to the agency. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts and will provide the agency with a statement containing the date of destruction, description of material destroyed, and the destruction method.
- (7) All computer systems receiving, processing, storing, or transmitting FTI must meet the requirements in IRS Publication 1075. To meet functional and assurance requirements, the

security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to FTI.

(8) No work involving FTI furnished under this contract will be subcontracted without the prior written approval of the IRS.

(9) Contractor will ensure that the terms of FTI safeguards described herein are included, without modification, in any approved subcontract for work involving FTI.

(10) To the extent the terms, provisions, duties, requirements, and obligations of this contract apply to performing services with FTI, the contractor shall assume toward the subcontractor all obligations, duties and responsibilities that the agency under this contract assumes toward the contractor, and the subcontractor shall assume toward the contractor all the same obligations, duties and responsibilities which the contractor assumes toward the agency under this contract.

(11) In addition to the subcontractor's obligations and duties under an approved subcontract, the terms and conditions of this contract apply to the subcontractor, and the subcontractor is bound and obligated to the contractor hereunder by the same terms and conditions by which the contractor is bound and 202 obligated to the agency under this contract.

(12) For purposes of this contract, the term "contractor" includes any officer or employee of the contractor with access to or who uses FTI, and the term "subcontractor" includes any officer or employee of the subcontractor with access to or who uses FTI.

(13) The agency will have the right to void the contract if the contractor fails to meet the terms of FTI safeguards described herein.

II. CRIMINAL/CIVIL SANCTIONS

(1) Each officer or employee of a contractor to whom FTI is or may be disclosed shall be notified in writing that FTI disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any FTI for a purpose not authorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution.

(2) Each officer or employee of a contractor to whom FTI is or may be accessible shall be notified in writing that FTI accessible to such officer or employee may be accessed only for a purpose and to the extent authorized herein, and that access/inspection of FTI without an official need-to-know for a purpose not authorized herein constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution.

(3) Each officer or employee of a contractor to whom FTI is or may be disclosed shall be notified in writing that any such unauthorized access, inspection or disclosure of FTI may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000 for each unauthorized access, inspection, or disclosure, or the sum of actual damages sustained as a result of such unauthorized access, inspection, or disclosure, plus in the case of a willful unauthorized access, inspection, or disclosure or an unauthorized access/inspection or disclosure which is the result of gross negligence, punitive damages, plus the cost of the action. These penalties are prescribed by IRC sections 7213, 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1. (3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is

made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

(4) Granting a contractor access to FTI must be preceded by certifying that each officer or employee understands the agency's security policy and procedures for safeguarding FTI. A contractor and each officer or employee must maintain their authorization to access FTI through annual recertification of their understanding of the agency's security policy and procedures for safeguarding FTI. The initial certification and recertifications must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, a contractor and each officer or employee must be advised of the provisions of IRC sections 7213, 7213A, and 7431 ([see Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure](#)). The training on the agency's security policy and procedures provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. ([See Section 10](#)) For the initial certification and the annual recertifications, the contractor and each officer or employee must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. INSPECTION

The IRS and the Agency, with 24-hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. Based on the inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with FTI safeguard requirements.

IRS Publication 1075 (Rev. 11/2021) Section 2.C.8, Control over Processing through 2.C.9, Service Level Agreements (SLA)

2.C.8 Controls Over Processing

The agency must establish adequate controls to prevent disclosing FTI to other state agencies, tax or non-tax, or to political subdivisions, such as cities or counties, for any purpose, including tax administration, absent explicit written IRS authority granted under IRC § 6103(p)(2)(B).

Processing of FTI in an electronic media format including removable media, microfilms, photo impressions or the conversion to other formats (including tape reformatting or duplication, reproduction or conversion to digital images or hard copy printout) will be performed as indicated in the environments listed in 2.C.8.1 and 2.C.8.2.

2.C.8.1 Agency-owned and Operated Facility

Processing under this method will take place in a manner that will protect the confidentiality of the information on the electronic media. All safeguards outlined in this publication also must be followed and will be subject to IRS safeguard reviews.

2.C.8.2 Agency, Contractor or Sub-Contractor Shared Facilities

Recipients of FTI are permitted to use a shared facility but only in a manner that does not allow access to FTI by employees, agents, representatives, or contractors of other agencies using the shared facility.

For purposes of applying sections 6103(l), (m) and (n), the term "agent" includes contractors and subcontractors.

Access restrictions pursuant to the IRC authority by which the FTI is received continue to apply; for example, human services agencies administering benefit eligibility programs may not allow contractors or sub-contractors, including consolidated data center contractors, access to any FTI.

The agency must include, as appropriate, the requirements specified in Exhibit 7, Safeguarding Contract Language.

The agency, as well as its contractor, sub-contractor and shared sites that receive, process, store, access, protect and/or transmit FTI, are subject to Safeguard reviews.

These requirements also apply to releasing electronic media to a private contractor, sub-contractor or other agency office, even if the purpose is merely to erase the old media for reuse.

2.C.9 Service Level Agreements (SLA)

Agencies using support functions, including, but not limited to, consolidated data centers, shared print facilities, and disaster recovery sites, must implement appropriate controls to ensure the protection of FTI. This includes a service level agreement (SLA) between the agency authorized to receive FTI and support functions. The SLA must cover the following:

- The agency with authority to receive FTI is responsible for ensuring the protection of all FTI received. The state support function shares responsibility for safeguarding FTI.
- The Exhibit 7 language must be included in the SLA between the recipient agency and support functions and in all contracts involving contractors or sub-contractors hired by the state support function.
- The SLA provides written notification to the state support function's management that they are bound by the provisions of Publication 1075, relative to protecting all FTI within their possession or control.
- The SLA shall detail the IRS's right to inspect state support function facilities and operations receiving, processing, storing, accessing, protecting and/or transmitting FTI under this agreement to assess compliance with requirements defined in IRS Publication 1075. The SLA shall specify that IRS's right of inspection includes the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI.
- The SLA shall detail the state support function's responsibilities to address corrective action recommendations to resolve findings of noncompliance identified by IRS inspections.

- The agency will conduct an internal inspection of the state support function every 18 months, as described in Section 2.D.3, Internal Inspections. Multiple agencies sharing a state support function such as a consolidated data center may partner together to conduct a single, comprehensive internal inspection. However, care must be taken to ensure agency representatives do not gain unauthorized access to other agencies' FTI during the internal inspection.
- The employees from the state support function with access to or use of FTI, including system administrators and programmers, must:
 1. Meet the background check requirements defined in Background Investigation Minimum Requirements and
 2. Receive disclosure awareness training and sign a confidentiality statement, prior to initial access to or use of FTI, as well as annually thereafter. These provisions also extend to any contractors or sub-contractors hired by the state support function that have authorized access to or use of FTI.
- The specific data breach incident reporting procedures for all state support function employees, contractors and sub-contractors must be covered. The required disclosure awareness training must include a review of these procedures.
- Responsibilities must be identified for coordination of the 45-day notification of the use of contractors or sub-contractors with access to FTI.
- Require a formal sanction process for individuals covered by the SLA for failing to comply with established FTI security policies and procedures. Notification of designated agency personnel is required within 72 hours when the formal sanction is a proposed disciplinary or adverse action involving an unauthorized access or disclosure of FTI and must include the date the unauthorized access or disclosure of FTI occurred.

Generally, consolidated data centers are operated either by a separate state agency (e.g., Department of Information Services) or by a private contractor or sub-contractor. If an agency is considering transitioning to either a state-owned or private vendor consolidated data center, the Office of Safeguards strongly suggests the agency submit a request for discussions with Safeguards as early as possible in the decision making or implementation planning process. The purpose of these discussions is to ensure the agency remains compliant with safeguarding requirements during the transition to the consolidated data center.

Disclosure awareness training videos produced by the IRS can be found at:
<https://www.irs.gov/privacy-disclosure/irs-disclosure-awareness-videos>

REFERENCES

26 U.S.C. §6103(n) Confidentiality and disclosure of returns and return information

(n) Certain other Persons

Pursuant to regulations prescribed by the Secretary, returns and return information may be disclosed to any person, including any person described in section 7513(a), to the extent necessary in connection with the processing, storage, transmission, and reproduction of such returns and return information, the programming, maintenance, repair, testing, and

procurement of equipment, and the providing of other services, for purposes of tax administration.

26 C.F.R. §301.6103(n)-1 Disclosure of returns and return information in connection with written contracts or agreements for the acquisition of property or services for tax administration purposes.

(a) General rule.

(1) Pursuant to the provisions of section 6103(n) of the Internal Revenue Code and subject to the conditions of this section, officers and employees of the Treasury Department, a State tax agency, the Social Security Administration, or the Department of Justice, are authorized to disclose returns and return information (as defined in section 6103(b)) to any person (including, in the case of the Treasury Department, any person described in section 7513(a)), or to an officer or employee of the person, for purposes of tax administration (as defined in section 6103(b)(4)), to the extent necessary in connection with a written contract or agreement for the acquisition of -

(i) Equipment or other property; or

(ii) Services relating to the processing, storage, transmission, or reproduction of returns or return information, the programming, maintenance, repair, or testing of equipment or other property, or the providing of other services.

(2) Any person, or officer or employee of the person, who receives returns or return information under paragraph (a)(1) of this section, may -

(i) Further disclose the returns or return information to another officer or employee of the person whose duties or responsibilities require the returns or return information for a purpose described in this paragraph (a); or

(ii) Further disclose the returns or return information, when authorized in writing by the Internal Revenue Service (IRS), to the extent necessary to carry out the purposes described in this paragraph (a). Disclosures may include disclosures to an agent or subcontractor of the person, or officer or employee of the agent or subcontractor.

(3) An agent or subcontractor, or officer or employee of the agent or subcontractor, who receives returns or return information under paragraph (a)(2)(ii) of this section, may further disclose the returns or return information to another officer or employee of the agent or subcontractor whose duties or responsibilities require the returns or return information for a purpose described in this paragraph (a).

(4) Any person, or officer, employee, agent or subcontractor of the person, or officer or employee of the agent or subcontractor, who receives returns or return information under this paragraph (a), may, subject to the provisions of § 301.6103(p)(2)(B)-1 (concerning disclosures by a Federal, State, or local agency, or its agents or contractors), further disclose the returns or return information for a purpose authorized, and subject to all applicable conditions imposed, by section 6103.

(b) Limitations.

(1) Disclosure of returns or return information in connection with a written contract or agreement for the acquisition of property or services described in paragraph (a) of this section will be treated as necessary only if the performance of the contract or agreement cannot otherwise be reasonably, properly, or economically carried out without the disclosure.

(2) Disclosure of returns or return information in connection with a written contract or agreement for the acquisition of property or services described in [paragraph \(a\)](#) of this section shall be made only to the extent necessary to reasonably, properly, or economically perform the contract. For [example](#), disclosure of returns or return information to employees of a contractor for [purposes](#) of programming, maintaining, repairing, or testing computer equipment used by the IRS or a [State tax](#) agency shall be made only if the services cannot be reasonably, properly, or economically performed without the disclosure. If it is determined that disclosure of returns or return information is necessary, and if the services can be reasonably, properly, or economically performed by disclosure of only parts or portions of a return or if deletion of [taxpayer](#) identity information (as defined in section 6103(b)(6)) reflected on a return would not seriously impair the ability of the employees to perform the services, then only the parts or portions of the return, or only the return with [taxpayer](#) identity information deleted, may be disclosed.

(c) **Penalties.** Any [person](#), or officer, employee, agent or subcontractor of the [person](#), or officer or employee of the agent or subcontractor, who receives returns or return information under [paragraph \(a\)](#) of this section, is subject to the civil and criminal [penalty](#) provisions of sections 7431, 7213, and 7213A for the unauthorized inspection or disclosure of the returns or return information.

(d) **Notification requirements.** Any [person](#), or agent or subcontractor of the [person](#), who receives returns or return information under [paragraph \(a\)](#) of this section shall provide written [notice](#) to his, her, or its officers and employees receiving the returns or return information that -

(1) Returns or return information disclosed to the officer or employee may be used only for a [purpose](#) and to the extent authorized by [paragraph \(a\)](#) of this section and that the officer or employee is subject to the civil and criminal [penalty](#) provisions of sections 7431, 7213, and 7213A for the unauthorized inspection or disclosure of the returns or return information;

(2) Further inspection of any returns or return information for a [purpose](#) or to an extent not authorized by [paragraph \(a\)](#) of this section constitutes a misdemeanor, punishable upon conviction by a fine of as much as \$1,000, or imprisonment for as long as 1 year, or both, together with costs of prosecution;

(3) Further disclosure of any returns or return information for a [purpose](#) or to an extent not authorized by [paragraph \(a\)](#) of this section constitutes a felony, punishable upon conviction by a fine of as much as \$5,000, or imprisonment for as long as 5 years, or both, together with the costs of prosecution;

(4) Further inspection or disclosure of returns or return information by any [person](#) who is not an officer or employee of the United [States](#) for a [purpose](#) or to an extent not authorized by [paragraph \(a\)](#) of this section may [result](#) also in an award of civil damages against that [person](#) in an amount not less than \$1,000 for each act of unauthorized inspection or disclosure; or the sum of actual damages sustained by the plaintiff as a [result](#) of the unauthorized inspection or disclosure plus, in the case of a willful inspection or disclosure or an inspection or disclosure that is the [result](#) of gross negligence, punitive damages. In addition, costs and reasonable attorneys fees may be awarded; and

(5) A conviction for an offense referenced in paragraph (d)(2) or (3) of this section shall, in addition to any other punishment, [result](#) in dismissal from office or discharge from employment if the [person](#) convicted is an officer or employee of the United States.

(e) Safeguards.

(1) Any [person](#), or agent or subcontractor of the [person](#), who may receive returns or return information under [paragraph \(a\)](#) of this section, shall agree, before disclosure of any returns or return information to the [person](#), agent, or subcontractor, to permit an inspection by the IRS of his, her, or its site or facilities.

(2) Any [person](#), or officer, employee, agent or subcontractor of the [person](#), or officer or employee of the agent or subcontractor, who receives returns or return information under [paragraph \(a\)](#) of this section, shall comply with all applicable conditions and requirements as the IRS may prescribe from time to time (prescribed requirements) for the [purposes](#) of protecting the confidentiality of returns and return information and preventing any disclosure or inspection of returns or return information in a manner not authorized by this section.

(3) The terms of any written contract or agreement for the acquisition of property or services as described in [paragraph \(a\)](#) of this section shall provide, or shall be amended to provide, that any [person](#), or officer, employee, agent or subcontractor of the [person](#), or officer or employee of the agent or subcontractor, who receives returns or return information under [paragraph \(a\)](#) of this section, shall comply with the prescribed requirements. Any contract or agreement shall be made available to the IRS before execution of the contract or agreement. For [purposes](#) of this paragraph (e)(3), a written contract or agreement shall include any contract or agreement between a [person](#) and an agent or subcontractor of the [person](#) to provide the property or services described in [paragraph \(a\)](#) of this section.

(4) If the IRS determines that any [person](#), or officer, employee, agent or subcontractor of the [person](#), or officer or employee of the agent or subcontractor, who receives returns or return information under [paragraph \(a\)](#) of this section, has failed to, or does not, satisfy the prescribed requirements, the IRS, consistent with the regulations under section 6103(p)(7), may take any [actions](#) it deems necessary to ensure that the prescribed requirements are or will be satisfied, including -

(i) Suspension of further disclosures of returns or return information by the IRS to the [State tax](#) agency, the Social Security Administration, or the Department of Justice, until the IRS determines that the conditions and requirements have been or will be satisfied;

(ii) Suspension of further disclosures by the Treasury Department otherwise authorized by [paragraph \(a\)](#) of this section; and

(iii) Suspension or termination of any duty or obligation arising under a contract or agreement with the Treasury Department.

(f) Definitions. For [purposes](#) of this section -

(1) The term **Treasury Department** includes the IRS, the Office of the Chief Counsel for the IRS, and the Office of the Treasury Inspector General for [Tax](#) Administration;

(2) The term **State tax agency** means an agency, body, or commission described in section 6103(d); and

(3) The term **Department of Justice** includes offices of the United [States](#) Attorneys.

(g) Effective date. This section is applicable on June 5, 2007.

26 U.S.C. §7213. Unauthorized disclosure of information

(a) Returns and return information

(1) Federal employees and other persons

It shall be unlawful for any officer or employee of the United States or any [person](#) described in section 6103(n) (or an officer or employee of any such [person](#)), or any former officer or employee, willfully to disclose to any [person](#), except as authorized in this title, any return or return information (as defined in section 6103(b)). Any violation of this paragraph shall be a felony punishable upon conviction by a fine in any amount not exceeding \$5,000, or imprisonment of not more than 5 years, or both, together with the costs of prosecution, and if such offense is committed by any officer or employee of the United States, he shall, in addition to any other punishment, be dismissed from office or discharged from employment upon conviction for such offense.

(2) State and other employees

It shall be unlawful for any [person](#) (not described in paragraph (1)) willfully to disclose to any [person](#), except as authorized in this title, any return or return information (as defined in [section 6103\(b\)](#)) acquired by him or another [person](#) under subsection (d), (i)(1)(C), (3)(B)(i), or (7)(A)(ii), (k)(10), (13), (14), or (15), (l)(6), (7), (8), (9), (10), (12), (15), (16), (19), (20), or (21) or (m)(2), (4), (5), (6), or (7) of section 6103 or under section 6104(c). Any violation of this paragraph shall be a felony punishable by a fine in any amount not exceeding \$5,000, or imprisonment of not more than 5 years, or both, together with the costs of prosecution.

(3) Other persons

It shall be unlawful for any [person](#) to whom any return or return information (as defined in [section 6103\(b\)](#)) is disclosed in a manner unauthorized by this title thereafter willfully to print or publish in any manner not provided by law any such return or return information. Any violation of this paragraph shall be a felony punishable by a fine in any amount not exceeding \$5,000, or imprisonment of not more than 5 years, or both, together with the costs of prosecution.

(4) Solicitation

It shall be unlawful for any [person](#) willfully to offer any item of material value in exchange for any return or return information (as defined in section 6103(b)) and to receive as a result of such solicitation any such return or return information. Any violation of this paragraph shall be a felony punishable by a fine in any amount not exceeding \$5,000, or imprisonment of not more than 5 years, or both, together with the costs of prosecution.

(5) Shareholders

It shall be unlawful for any [person](#) to whom a return or return information (as defined in [section 6103\(b\)](#)) is disclosed pursuant to the provisions of section 6103(e)(1)(D)(iii) willfully to disclose such return or return information in any manner not provided by law. Any violation of this paragraph shall be a felony punishable by a fine in any amount not to exceed \$5,000, or imprisonment of not more than 5 years, or both, together with the costs of prosecution.

(b) Disclosure of operations of manufacturer or producer

Any officer or employee of the United States who divulges or makes known in any manner whatever not provided by law to any [person](#) the operations, style of work, or apparatus of any manufacturer or producer visited by him in the discharge of his official duties shall be guilty of a misdemeanor and, upon conviction thereof, shall be fined not more than \$1,000, or imprisoned not more than 1 year, or both, together with the costs of prosecution; and the offender shall be dismissed from office or discharged from employment.

(c) Disclosures by certain delegates of Secretary

All provisions of law relating to the disclosure of information, and all provisions of law relating to penalties for unauthorized disclosure of information, which are applicable in respect of any function under this title when performed by an officer or employee of the Treasury Department are likewise applicable in respect of such function when performed by any [person](#) who is a "[delegate](#)" within the meaning of section 7701(a)(12)(B).

(d) Disclosure of software

Any [person](#) who willfully divulges or makes known software (as defined in [section 7612\(d\)\(1\)](#)) to any [person](#) in violation of section 7612 shall be guilty of a felony and, upon conviction thereof, shall be fined not more than \$5,000, or imprisoned not more than 5 years, or both, together with the costs of prosecution.

(e) Cross references

(1) Penalties for disclosure of information by preparers of returns

For penalty for disclosure or use of information by preparers of returns, see section 7216.

(2) Penalties for disclosure of confidential information

For penalties for disclosure of confidential information by any officer or employee of the United States or any department or agency thereof, see [18 U.S.C. 1905](#).

26 U.S.C. §7213A. Unauthorized inspection of returns or return information

(a) Prohibitions

(1) Federal employees and other persons

It shall be unlawful for—

(A) any officer or employee of the United States, or

(B) any [person](#) described in subsection (l)(18) or (n) of [section 6103](#) or an officer or employee of any such [person](#), willfully to [inspect](#), except as authorized in this title, any [return](#) or [return information](#).

(2) State and other employees

It shall be unlawful for any [person](#) (not described in paragraph (1)) willfully to [inspect](#), except as authorized in this title, any [return](#) or [return information](#) acquired by such [person](#) or another [person](#) under a provision of [section 6103](#) referred to in section 7213(a)(2) or under section 6104(c).

(b) Penalty

(1) In general

Any violation of subsection (a) shall be punishable upon conviction by a fine in any amount not exceeding \$1,000, or imprisonment of not more than 1 year, or both, together with the costs of prosecution.

(2) Federal officers or employees

An officer or employee of the United States who is convicted of any violation of subsection (a) shall, in addition to any other punishment, be dismissed from office or discharged from employment.

(c) Definitions

For purposes of this section, the terms “[inspect](#)”, “[return](#)”, and “[return information](#)” have the respective meanings given such terms by section 6103(b).

26 U.S.C. §7431. Civil damages for unauthorized inspection or disclosure of returns and return information

(a) In general

(1) Inspection or disclosure by employee of United States

If any officer or employee of the United States knowingly, or by reason of negligence, [inspects](#) or discloses any [return](#) or [return information](#) with respect to a taxpayer in violation of any provision of section 6103, such taxpayer may bring a civil action for damages against the United States in a district court of the United States.

(2) Inspection or disclosure by a person who is not an employee of United States

If any person who is not an officer or employee of the United States knowingly, or by reason of negligence, [inspects](#) or discloses any [return](#) or [return information](#) with respect to a taxpayer in violation of any provision of section 6103 or in violation of section 6104(c), such taxpayer may bring a civil action for damages against such person in a district court of the United States.

(b) Exceptions

No liability shall arise under this section with respect to any [inspection](#) or disclosure—

- (1) which results from a good faith, but erroneous, interpretation of section 6103, or
- (2) which is requested by the taxpayer.

(c) Damages

In any action brought under subsection (a), upon a finding of liability on the part of the defendant, the defendant shall be liable to the plaintiff in an amount equal to the sum of—

(1) the greater of—

(A) \$1,000 for each act of unauthorized [inspection](#) or disclosure of a [return](#) or [return information](#) with respect to which such defendant is found liable, or

(B) the sum of—

(i) the actual damages sustained by the plaintiff as a result of such unauthorized [inspection](#) or disclosure, plus

(ii) in the case of a willful [inspection](#) or disclosure or an [inspection](#) or disclosure which is the result of gross negligence, punitive damages, plus

(2) the costs of the action, plus

(3) in the case of a plaintiff which is described in section 7430(c)(4)(A)(ii), reasonable attorneys fees, except that if the defendant is the United States, reasonable attorneys fees may be awarded only if the plaintiff is the prevailing party (as determined under [section 7430\(c\)\(4\)](#)).

(d) Period for bringing action

Notwithstanding any other provision of law, an action to enforce any liability created under this section may be brought, without regard to the amount in controversy, at any time within 2 years after the date of discovery by the plaintiff of the unauthorized [inspection](#) or disclosure.

(e) Notification of unlawful inspection and disclosure. If any person is criminally charged by indictment or information with [inspection](#) or disclosure of a taxpayer's [return](#) or [return information](#) in violation of—

- (1) paragraph (1) or (2) of section 7213(a),
- (2) section 7213A(a), or
- (3) subparagraph (B) of [section 1030\(a\)\(2\) of title 18](#), United States Code,

the Secretary shall notify such taxpayer as soon as practicable of such [inspection](#) or disclosure. The Secretary shall also notify such taxpayer if the Internal Revenue Service or a Federal or State agency (upon notice to the Secretary by such Federal or State agency) proposes an administrative determination as to disciplinary or adverse action against an employee arising from the employee's unauthorized [inspection](#) or disclosure of the taxpayer's [return](#) or [return information](#). The notice described in this subsection shall include the date of the unauthorized [inspection](#) or disclosure and the rights of the taxpayer under such administrative determination.

(f) Definitions

For purposes of this section, the terms "[inspect](#)", "[inspection](#)", "[return](#)", and "[return information](#)" have the respective meanings given such terms by section 6103(b).

(g) Extension to information obtained under section 3406 For purposes of this section—

- (1) any information obtained under [section 3406](#) (including information with respect to any payee certification failure under subsection (d) thereof) shall be treated as [return information](#), and
- (2) any [inspection](#) or use of such information other than for purposes of meeting any requirement under [section 3406](#) or (subject to the safeguards set forth in section 6103) for purposes permitted under section 6103 shall be treated as a violation of section 6103.

For purposes of subsection (b), the reference to [section 6103](#) shall be treated as including a reference to section 3406.

(h) Special rule for information obtained under section 6103(k)(9)

For purposes of this section, any reference to [section 6103](#) shall be treated as including a reference to section 6311(e).

EXHIBIT E SECURITY AND DATA PROTECTION

Contractor shall certify to the State compliance with applicable industry standards and guidelines, including but not limited to relevant security provisions of the California State Administrative Manual (SAM), California Statewide Information Management Manual (SIMM), The National Institute of Standards and Technology (NIST) 800-53 v4 and Federal Information Processing Standard (FIPS) Publication 199 which protect and minimize risk to the State. At a minimum, provision shall cover the following:

1. The Contractor assumes responsibility of the confidentiality, integrity and availability of the data under its control. The Contractor shall implement and maintain all appropriate administrative, physical, technical, and procedural safeguards at all times during the term of the Agreement to secure such data from data breach or loss, protect the data and information assets from breaches, introduction of viruses, disabling of devices, malware and other forms of malicious or inadvertent acts that can disrupt the State's access to its data or affects the integrity of that data.
2. Confidential, sensitive or personal information shall be encrypted in accordance with SAM 5350.1 and SIMM 5305-A.
3. The Contractor shall comply with statewide policies and laws regarding the use and protection of information assets and data. Unauthorized use of data by Contractor or third parties is prohibited.
4. Signed Security and Confidentiality Statement for all personnel assigned during the term of the Agreement.
5. Apply security patches and upgrades, and keep virus protection software up-to-date on all information asset on which data may be stored, processed, or transmitted.
6. The Contractor shall notify the State data owner immediately if a security incident involving the information asset occurs.
7. The State data owner shall have the right to participate in the investigation of a security incident involving its data or conduct its own independent investigation. The Contractor shall allow the State reasonable access to security logs, latency statistics, and other related security data that affects this Agreement and the State's data, at no cost to the State.
8. The Contractor shall be responsible for all costs incurred by the State due to security incident resulting from the Contractor's failure to perform or negligent acts of its personnel, and resulting in an unauthorized disclosure, release, access, review, destruction; loss, theft or misuse of an information asset. If the contractor experiences a loss or breach of data, the contractor shall immediately report the loss or breach to the State. If the State data owner determines that notice to the individuals whose data has been lost or breached is appropriate, the contractor will bear any and all costs associated with the notice or any mitigation selected by the data owner. These costs include, but are not limited to, staff time, material costs, postage, media announcements, and other identifiable costs associated with the breach or loss of data.
9. The Contractor shall immediately notify and work cooperatively with the State data owner to respond timely and correctly to public records act requests.
10. The Contractor will dispose of records of State data as instructed by the State during the term of this agreement. No data shall be copied, modified, destroyed or deleted by the Contractor other than for normal operation or maintenance during the Agreement period without prior written notice to and written approval by the State.
11. Remote access to data from outside the territorial United States, including remote access to data by authorized support staff in identified support centers, is prohibited unless approved in advance by the State.
12. The physical location of Contractor's data center where the Data is stored shall be within the territorial United States